



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

July 19, 2023

**Subject:** Proposed Agreement with Alton Scott Thygerson, a contract employee, for professional services as chief executive officer of Kern County Hospital Authority

**Recommended Action:** Approve; Authorize Chairman to sign

**Summary:**

Kern Medical requests your Board approve an Agreement with Alton Scott Thygerson, as a contract employee, for professional services as chief executive officer of Kern County Hospital Authority, effective July 19, 2023. Mr. Thygerson has served as chief executive officer of Kern County Hospital Authority since December 1, 2021, as an employee of Meridian Healthcare Partners, an independent contractor. Mr. Thygerson has over 25 years of experience as a health care executive and consultant in strategic planning, operations, and development, including serving at Dignity Health, Trinity Health, and the Blue Cross Blue Shield Association. Since joining the authority on December 16, 2016, Mr. Thygerson has served as the organization's Chief Strategy Officer, its President of Hospital and Clinic Operations starting in November 2019. Mr. Thygerson earned a Master of Health Administration from Indiana University.

Mr. Thygerson will function as the full-time chief executive officer of the authority. As part of his job duties, Mr. Thygerson will plan, direct, and manage the current operations, future growth and program development for the authority ensuring responsible use of fiscal, human, and physical resources. In conjunction with your Board, Mr. Thygerson will also develop goals and objectives for the authority, and will be responsible for ensuring that the authority delivers high quality, cost effective care, and for coordinating development of services and facilities to fulfill the organization's mission.

The initial term of the Agreement is three years, effective July 19, 2023, with an option to renew for one additional term of two years.

Initial base compensation shall start at \$607,592 annually, plus the customary benefit package offered by the authority including social security-FICA, retirement, health benefits, life insurance, and car allowance. The initial base compensation shall be considered the "A" step of the salary range. The position will have five (5) step levels, with a maximum adjustment of two percent (2%) per level annually. The maximum compensation payable,<sup>1</sup> excluding benefits, will not exceed \$1,970,261 during the initial term and \$1,377,533 during the renewal term, with total compensation not to exceed \$3,347,794 over the potential five-year term, assuming the agreement is renewed.

---

<sup>1</sup> The maximum compensation payable includes base salary, car allowance and the potential for incentive compensation.

There shall also be an annual incentive compensation program with maximum earnings payable not to exceed three percent (3%) of annual base compensation. Your Board and Mr. Thygerson will develop mutually agreed upon specific reasonable and achievable performance-based metrics within 90 days of the effective date of the Agreement. The performance-based metrics will be incorporated into the Agreement as an amendment.

Appropriate terms for cancellation and separation by either party have been included. In the event of an "involuntary" termination of Mr. Thygerson by the Board, the authority will continue to pay Mr. Thygerson the agreed upon then-current base salary, including benefits, for a period of 12 months following such termination. Involuntary termination is defined as termination of employment for reasons other than cause, material change in the duties or authority of the chief executive officer, or dissolution of the authority as a public entity.

The Agreement has been developed in accordance with the direction provided by your Board and is similar in nature to executive contracts used in other hospitals and healthcare institutions. Mr. Thygerson has agreed to the terms of the Agreement and has executed his portion accordingly.

Therefore, it is recommended that your Board approve the Agreement with Alton Scott Thygerson for services as chief executive officer of Kern County Hospital Authority for an initial term of three years, effective July 19, 2023, with an option to renew for one additional term of two years, in an amount not to exceed \$1,970,261 during the initial term and \$1,377,533 during the renewal term, with total compensation not to exceed \$3,347,794 over the term, plus applicable benefits, and authorize the Chairman to sign.

**AGREEMENT FOR PROFESSIONAL SERVICES  
CONTRACT EMPLOYEE  
(Kern County Hospital Authority – Alton Scott Thygerson)**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Alton Scott Thygerson “Executive”).

**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 desires to secure the services of Executive to serve as chief executive officer of Authority, as such services are unavailable from Authority resources, and Executive desires to accept such employment on the terms and conditions set forth in this Agreement; and

(c) Executive is specially trained, experienced, expert, and competent to perform such services;

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 three (3) years, commencing as of July 19, 2023 (the “Commencement Date”), and shall end on the three (3) year anniversary of the Commencement Date, unless earlier terminated pursuant to other provisions of the Agreement as herein stated. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for one (1) additional term of two (2) years (“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 the Renewal Term. As used herein, an “Employment Year” shall mean the annual period beginning on the Commencement Date and each annual period thereafter.

2. **Employment.** Executive shall render full-time professional services to Authority in the capacity of chief executive officer. Executive shall at all times, and to the best of his ability, perform all duties that may be required of him by virtue of his position as chief executive officer and all duties set forth in Bylaws for Governance and in policy statements of the Board of Governors (“Board”). Executive shall plan, direct and manage the current operations, future growth and program development of Authority while ensuring responsible use of fiscal, human and physical resources. In conjunction with the Board, Executive shall develop goals and

objectives for Authority, and shall be responsible for ensuring that Authority delivers high quality, cost effective care and for coordinating development of services and facilities to fulfill the organization's mission. Executive is hereby vested with authority to act on behalf of the Board in keeping with policies adopted by the Board, as amended from time to time, and shall perform in the same manner any special duties assigned or delegated to him by the Board. A description of the position including key responsibilities and goals and objectives is set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

### 3. **Compensation Package.**

3.1 **Annual Compensation.** Executive shall work full time, which is a minimum of eighty (80) hours per biweekly pay period, and will be compensated with cash and other value as described below in this paragraph 3.1 ("Annual Salary").

3.1.1 **Compensation Methodology.** Authority shall pay Executive in accordance with a five (5) level base salary range (Steps A through E) starting at Step A, with a maximum adjustment of two percent (2%) per level. The step levels and corresponding salary ranges are set forth in Exhibit "B," Compensation Schedule, attached hereto and incorporated herein by this reference.

3.1.2 **Initial Base Compensation.** Authority shall pay Executive an initial base salary of \$23,368.92 biweekly not to exceed \$607,592 annually. Executive shall be subject to an automatic salary adjustment in accordance with the salary schedule set forth in Exhibit "B," commencing July 19, 2024, and annually thereafter.

3.1.3 **Annual Incentive Compensation.** Authority shall provide Executive with an annual incentive compensation program with maximum earnings payable at the end of each Employment Year not to exceed three percent (3%) of annual base compensation. The Board and Executive shall develop mutually agreed upon specific reasonable and achievable performance-based metrics within ninety (90) days of the Commencement Date, which shall be incorporated herein by an amendment to this Agreement.

3.1.4 **Biweekly Payment.** Executive 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 Executive shall be subject to all applicable federal and state taxes and withholding requirements.

3.1.5 **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 Executive under this Agreement.

3.2 **Severance Payment.** Executive will be entitled to receive certain severance benefits as described below if Executive experiences a termination of employment for any reason other than for cause (an "Involuntary Termination"), as defined in section 29 herein.

3.2.1 Severance Benefit. If Executive experiences an Involuntary Termination then Authority will continue paying Executive his base salary as of the effective date of termination, exclusive of incentive compensation, for a period of twelve (12) months in accordance with Authority's standard payroll procedures. The severance payments will begin on the first payroll date occurring within ten (10) days of the effective date of termination and remain in effect regardless of whether Executive seeks, accepts or undertakes other employment during this twelve (12) month period. All payments made by Authority to Executive under this subparagraph shall be subject to all applicable federal and state taxes and withholding requirements.

3.2.2 Health Care Benefit. If Executive is subject to an Involuntary Termination, and if Executive timely elects to continue his health benefits coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") following Involuntary Termination, then Authority will pay the monthly premium under COBRA for Executive and his eligible dependents, if any, until the earliest of (i) the close of the twelve (12) month period following the date of Involuntary Termination or (ii) the expiration of the continuation coverage under COBRA.

3.2.3 Retirement Benefit. If Executive is subject to an Involuntary Termination, Executive shall be entitled to continued participation in the Kern County Hospital Authority Defined Contribution Plan for Management, Mid-Management and Confidential Employees until the close of the twelve (12) month period following the date of Involuntary Termination.

3.2.4 Release.

A) If Executive accepts any of the severance benefits or payments described in paragraph 3.2 herein, Executive will, on behalf of himself and his assigns, heirs, legal representatives and agents, release and forever discharge Authority and each of its officers, directors, members, managers, employees, agents, volunteers and authorized representatives and each of them separately and collectively (hereinafter referred to separately and collectively as the "Releasees") from any and all claims, liens, demands, actions, causes of action, suits, debts, contracts, promises, obligations, damages, liabilities, losses, costs and expenses of any nature whatsoever, known or unknown, in law or in equity, anticipated or unanticipated, conditional or contingent (collectively, "Actions and Liabilities"), which Executive now owns or holds, or at any time heretofore owned or held, or which Executive hereafter can, shall or may own or hold against any of the Releasees, which in each case arise out of or relate to Executive's employment by Authority, the termination of Executive's employment, any status, term or condition of such employment, Executive's service to Authority as chief executive officer, or any physical or mental harm or distress from such employment or service or from termination of such employment or service, including without limitation, (i) any and all claims under California statutory or decisional law pertaining to wrongful discharge, retaliation, breach of contract, breach of public policy, misrepresentation, fraud or defamation; (ii) any and all claims under the California Fair Employment and Housing Act, the California Labor Code, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment

Act, the Fair Labor Standards Act and the Americans with Disabilities Act; (iii) claims arising under any federal, state or local statute, regulation, or ordinance prohibiting discrimination on the basis of race, color, creed, religion, religious creed, sex, marital status, sexual orientation, gender, veterans status, genetic characteristics, pregnancy, childbirth or related medical condition, national origin, age, ancestry, citizenship status, mental or physical disability or handicap, medical condition, AIDS or related medical condition, arrest record, or other basis of discrimination; (iv) any and all claims for costs, expenses or attorneys' fees; and (v) any claims to rehire rights; provided, however, that claims for vested benefits and claims for workers' compensation and unemployment insurance benefits are not waived.

B) Nothing in the preceding subparagraph 3.2.4(a) shall operate to release, relieve, waive, relinquish, or discharge Authority from any obligation it may have to indemnify Executive pursuant to section 810 et seq. of the Government Code.

3.2.5 Waiver. Executive expressly understands and agrees that the releases contained in subparagraph 3.2.4(a) fully and finally release and forever resolve the matters released and discharged in such subparagraph, including those which may be unknown, unanticipated and/or unsuspected, and upon the advice of legal counsel, hereby expressly waives all benefits under section 1542 of the California Civil Code, as well as under any other statutes or common law principles of similar effect, to the extent that such benefits may contravene the provisions of subparagraph 3.2.4(a). Executive acknowledges that he has read and understands section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.3 Maximum Compensation Payable. The maximum compensation payable by Authority to Executive is \$1,970,261 during the Initial Term of this Agreement and \$1,377,533 during the Renewal Term of this Agreement, with total compensation not to exceed \$3,347,794 over the Term of this Agreement.

4. Benefits Package. Executive shall receive benefits from Authority as described below.

4.1 Retirement. Executive shall be eligible to participate in the Kern County Hospital Authority Defined Contribution Plan for Management, Mid-Management and Confidential 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. Executive 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 Executive any right to claim entitlement to benefits under any such retirement plan(s).

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

4.3 Holidays. Executive shall be entitled to paid holidays subject to Authority policy, as amended from time to time. In addition, Executive shall be credited with three (3) floating holidays of eight (8) hours each per Employment Year.

4.4 Vacation. Executive shall be credited with vacation leave of 10.15 hours for each pay period of service, for a maximum accrual of two hundred forty (240) hours per Employment Year. In addition, Executive shall be credited with forty (40) hours of vacation leave each Employment Year. Total unused vacation leave accumulated shall not exceed a maximum of three hundred twenty (320) hours. No further vacation leave shall accrue as long as Executive has the maximum number of hours credited. Executive shall be paid for accrued and unused vacation leave, if any, upon termination or expiration of this Agreement calculated at Executive's current hourly rate (i.e., current base salary divided by 2080 hours = hourly rate), less all applicable federal and state taxes and withholding requirements.

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

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

4.7 Continuing Education Reimbursement. Authority shall reimburse Executive for all approved reasonable and necessary expenditures related to continuing 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.

4.8 Flexible Spending Plan. Executive 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 Executive if he elects to participate in the plan.

4.9 Attendance at Meetings. Executive 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 Executive and the board. 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.

4.10 Automobile Allowance. Executive shall receive a monthly car allowance of \$1,500 per month.

4.11 Mileage Reimbursement. Authority shall reimburse Executive, on a per mile basis, for personal vehicle use at the current privately-owned vehicle (POV) mileage reimbursement rate established by the U.S. General Services Administration, when using his private vehicle to conduct hospital business beyond a fifty (50) mile radius of 1700 Mount Vernon Avenue, Bakersfield, California 93306.

4.12 Expense Reimbursement. Authority shall reimburse Executive for all approved and necessary business expenditures in accordance with Authority policy, as amended from time to time.

4.13 Dues. Authority agrees to pay dues to professional associations and societies of which Executive is a member in accordance with Authority policy, as amended from time to time.

4.14 Life Insurance. Authority shall provide Executive with a life insurance benefit in an amount not to exceed two (2) times Executive's base salary in an amount not to exceed \$1.5 million, according to the terms of the policy. Executive is eligible to receive the life insurance benefit on the first (1st) day of the month following ninety (90) days of continuous employment. Executive shall be responsible for any year-end tax consequence that may result from receipt of this benefit.

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

4.16 Disability Insurance. Executive 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 Executive if he elects to participate in the plan.

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

4.18 Authorized Absences. Notwithstanding any provision in this Agreement to the contrary, Executive shall be permitted to be absent from Authority during normal business hours for vacation or sick leave, or to attend professional meetings and outside professional duties in the healthcare field. Executive shall notify the Chairman, Board of Governors, or designee, in



advance of taking any vacation leave or other planned absence that exceeds three (3) business days.

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

5. **Anti-referral Laws.** Nothing in this Agreement, nor any other written or oral agreement, or any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient to or the generation of any business between Executive or Authority. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. section 1320a-7b).

6. **Assignment.** Executive shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement. Executive shall not assign any money due or which becomes due to Executive under this Agreement without the prior written approval of Authority.

7. **Authority to Incur Financial Obligation.** It is understood that Executive, 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, except as may be lawfully directed or delegated by the Board of Governors.

8. **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

9. **Change in Law.** In the event that a change in state or federal law or regulatory requirement (or the application thereof), any of which renders this Agreement illegal, impossible to perform, or commercially impracticable, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendments(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall automatically terminate.

10. **Compliance with Rules and Laws.** Executive shall comply with all applicable laws, statutes, ordinances, rules, regulations and standards of any governmental authority having either mandatory or voluntary jurisdiction over Authority or KMC, including but not limited to The Joint Commission, and with the Bylaws for Governance, rules, regulations and policies of Authority and KMC now in effect or hereafter enacted, each of which is made a part of this Agreement and incorporated herein by this reference.

11. **Confidentiality.** Executive 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 7920.000 et seq. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

12. **Conflict of Interest.** Executive 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 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. Executive shall complete and file a “Statement of Economic Interest” with Authority disclosing Executive’s financial interests within thirty (30) days of the Commencement Date and annually thereafter.
13. **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
14. **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Executive and Authority acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Executive and Authority acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
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. **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.
17. **Governing Law; Venue.** This Agreement, and all transactions contemplated by this Agreement, shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the state of California without giving effect to any conflicts of law principles of such state that might refer the governance, construction or interpretation of this Agreement to the laws of another jurisdiction. Any dispute between the parties shall be brought before the Superior Court, County of Kern, California, which shall have jurisdiction over all such claims.
18. **Indemnification.** Authority shall defend and indemnify Executive for duties performed as chief executive officer to the same extent as would be afforded to a regular full-time Authority employee. Said duty of defense and indemnity shall not apply to intentional or willful misconduct, gross negligence, dereliction or criminal misconduct on the part of Executive, and

further shall not extend to any conduct, actions or activities which do not arise directly from the performance of this Agreement.

19. **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.

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 Executive, 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. Executive shall be given thirty (30) days' prior written notice in the event that Authority requires such an action.

22. **Nondiscrimination.** Neither party to this Agreement 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.

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 Executive. 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 Executive:

Alton Scott Thygerson  
c/o Kern Medical Center  
1700 Mount Vernon Avenue  
Bakersfield, California 93306

Notice to Authority:

Kern County Hospital Authority  
c/o Kern Medical Center  
1700 Mount Vernon Avenue  
Bakersfield, California 93306  
Attn.: Chairman, Board of Governors

25. **Signature Authority.** Each party represents that they have full power and authority to enter into and perform this Agreement, and the person or persons signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The execution and delivery by the parties of this Agreement and compliance with the terms hereof do not and will not (i) conflict with or result in a breach of the terms, conditions or provisions of any agreement, order or other instrument to which Executive or Authority is a party or subject to, (ii) constitute a default or event of default under any agreement, order or other instrument to which Executive or Authority is a party or subject to, (iii) result in a violation of any agreement, order or other instrument to which Executive or Authority is a party or subject to, or (iv) require any authorization, consent, approval or other action by or notice to any court, third party or governmental authority.

26. **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.

27. **Successors in Interest.** The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the assigns and successors of each of the parties hereto.

28. **Survival.** The provisions of sections 3.2 (Severance Payment), 7 (Authority to Incur Financial Obligation), 11 (Confidentiality), 17 (Governing), 18 (Indemnification), 19 (Liability of Authority), 24 (Notices), 27 (Successors in Interest), 29.2 (Effect of Involuntary Termination), 29.5 (Effect of Termination for Cause), and 30 (Effect of Termination) shall survive termination or expiration of this Agreement.

29. **Termination.**

29.1 **Involuntary Termination.** For purposes of this Agreement, “Involuntary Termination” shall mean that one of the following events occurs: (i) Authority terminates the employment of Executive for any reason other than cause; (ii) there is a material change in the duties or authority of Executive; or (iii) there is a dissolution of the hospital authority.

29.1.1 **Board Discretion.** The Board may, in its sole discretion and without cause, terminate the duties of Executive as chief executive officer. Such action shall require a majority vote of the entire Board and become effective upon written notice to Executive or at such later time as may be specified in said notice.

29.1.2 **Change in Duties.** The Board may, in its sole discretion, change the duties or authority of Executive so it can reasonably be found that Executive is no longer performing as the chief executive officer of Authority. Executive shall have the right, within ninety (90) days of such event, in his complete discretion, to terminate this Agreement by giving the Board sixty (60) days’ prior written notice of his decision to terminate.

29.1.3 Dissolution of Hospital Authority. If the Kern County Board of Supervisors should find and declare by adoption of a resolution that the hospital authority shall cease to exist and cause the hospital authority to dissolve, Executive may, in his sole discretion, terminate his employment by giving the Board ninety (90) days' prior written notice of his decision to terminate or be retained as chief executive officer of KMC or its successor. Any election to terminate employment under this subparagraph must be made prior to the dissolution of the hospital authority. If Executive continues to be employed as chief executive officer at KMC or its successor organization, all of the terms and conditions of this Agreement shall remain in effect. Authority agrees that neither it nor any successor in interest shall enter into any agreement that would negate or contradict the provisions of this Agreement.

29.2 Effect of Involuntary Termination.

29.2.1 Board Discretion. Upon such termination, all rights, duties and obligation of both parties shall cease except that Authority shall continue to pay Executive in accordance with paragraph 3.2 herein (the "Severance Period"). During the Severance Period, Executive shall not be required to perform any duties for Authority or KMC or come to KMC.

29.2.2 Change in Duties. If Executive elects to terminate employment due to a change in duties or authority, upon such termination, all rights, duties and obligation of both parties shall cease except that Authority shall continue to pay Executive in accordance with paragraph 3.2 herein. During the Severance Period, Executive shall not be required to perform any duties for Authority or KMC or come to KMC.

29.2.3 Dissolution of Hospital Authority. If Executive elects to terminate employment due to dissolution of the hospital authority, upon such termination, all rights, duties and obligation of both parties shall cease except that Authority shall continue to pay Executive in accordance with paragraph 3.2 herein. During the Severance Period, Executive shall not be required to perform any duties for Authority or KMC or come to KMC.

29.3 Voluntary Termination. Executive may in his discretion terminate this Agreement for any other reason than as stated in subparagraph 29.1 by giving the Board ninety (90) days' prior written notice of his decision to terminate. At the end of ninety (90) days, all rights, duties and obligations of both parties under this Agreement shall cease and Executive will not be entitled to any of the severance benefits described in paragraph 3.2 herein.

29.4 Termination for Cause. Notwithstanding the foregoing, Authority shall have the right to terminate this Agreement effective immediately after giving written notice to Executive for any of the following reasons: (i) the unwillingness of Executive to perform all, or substantially all, of the duties of chief executive officer, which failure persists for five (5) business days after written notice to Executive (excluding authorized absences); (ii) the filing for bankruptcy or other creditor protection by Executive; (iii) failure or neglect of Executive to properly and timely perform the duties of chief executive officer as set forth in this Agreement;

(iv) Executive engages in acts which confer improper personal benefit upon Executive; (v) Executive advises Authority or KMC in a manner that is contrary to the public interest or Executive engages in conduct that is not in the best interest of Authority or KMC; (vi) attempts on the part of Executive to secure personally any profit in connection with any transaction entered into on behalf of Authority or KMC; (vii) violation by Executive of any federal, state, or local laws or regulations to which Authority or KMC is subject; (viii) insubordination of Executive or disloyalty by Executive, including without limitation, aiding an Authority or KMC competitor; (ix) failure of Executive to cooperate fully in any Authority investigation; (x) an unauthorized use or disclosure of confidential or proprietary information by Executive which causes material harm to Authority or KMC; (xi) negligence or misconduct in the performance of a duty by Executive, including failure to follow the reasonable directions of the Board of Governors; (xii) commission of any unlawful or intentional act by Executive which would be detrimental to the reputation, character or standing of Authority or KMC; (xiii) conviction of Executive of a felony offense or crime, or plea of “guilty” or “no contest” to a felony offense; (xiv) commission of a material act involving moral turpitude, fraud, dishonesty, embezzlement, misappropriation or financial dishonesty by Executive against Authority or KMC; (xv) the issuance of a final order of any governmental agency or court that has competent jurisdiction over the parties, which order requires the termination of this Agreement; or (xvi) the loss or threatened loss of KMC’s ability to participate in any federal or state health care program, including Medicare or Medi-Cal, due to the actions of Contractor.

29.5 Effect of Termination for Cause. In the event of termination of this Agreement for cause, Executive will not be entitled to any of the severance benefits described in paragraph 3.2 herein and Authority will have no further obligation to pay for any services rendered or expenses incurred by Executive after the effective date of the termination. Executive shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

30. **Effect of Termination.**

30.1 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 Executive after the effective date of the termination, and Executive shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

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

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

[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.

EXECUTIVE

By   
Alton Scott Thygerson

KERN COUNTY HOSPITAL AUTHORITY

By \_\_\_\_\_  
Chairman  
Board of Governors

APPROVED AS TO FORM:  
LEGAL SERVICES DEPARTMENT

By \_\_\_\_\_  
Vice President & General Counsel  
Kern County Hospital Authority



**EXHIBIT “A”**  
**JOB DESCRIPTION**  
**Alton Scott Thygerson**

1. Executive shall be accountable to the Board of Governors. The general duties and expectations of Executive and the position are as follows:

- Plan, direct and manage the current operations, future growth and program development of Authority while ensuring responsible use of fiscal, human and physical resources
- Provide leadership in the day-to-day operations and administration of Authority, as well as planning and developing policies and programs for the administration and management of Authority
- Represent the interests of Authority in the development of public hospital funding for indigent care. Maintain communications with appropriate governmental agencies and hospital industry groups. Keep the Board of Governors apprised of administrative and political landscape regarding public hospital financing. Help develop political strategies that can be supported by the Board of Governors and hospital administration
- Maintain a cooperative and productive relationship with the KMC Medical Staff
- Provide leadership to the Chief Financial Officer in development of financial reporting and controls necessary to meet new public hospital funding policies
- Maintain billing, accounting and internal control systems to ensure efficient management of Authority funds
- Maintain active involvement in and oversight of the administration of all departments at KMC, including personnel management and internal controls for each of the clinical departments
- Continue to supervise medical quality control to minimize risk and maximize patient outcomes
- Facilitate communication between the Board of Governors, KMC administration, KMC Medical Staff and all other stakeholders
- Develop goals and objectives for Authority, in conjunction with the Board of Governors
- Perform those duties set forth in the Bylaws for Governance and in policy statements of the Board of Governors
- Ensure KMC delivers high quality, cost effective care and coordinate the development of services and facilities to fulfill Authority’s mission
- Undertake the following based on (i) the financial stability of Authority, (ii) market conditions, or (iii) the request of the Board of Governors:
  - Determine what services are being provided by Authority that are not required to meet legal obligations
  - Prepare a pro forma financial analysis for each department, including profitability by sources of revenue, function and patient source
  - Perform an analysis of functional areas taking into consideration all competitive factors in the market, market growth projections, and sources of reimbursement
  - Conduct strategic planning sessions within each department, allowing management and staff the opportunity for input
  - Perform population-based analysis of health care needs and compare availability of services to those needs

- Identify opportunities for Authority to fulfill the unmet needs both for new services and to increase access to care; this includes the expected reimbursement and profitability of the recommended opportunities
  - Evaluate Authority's existing capability and capacity, and project or approximate resource requirements necessary to expand scope of services
  - Evaluate impact of expanded services on reimbursement from Medi-Cal and other payers
  - Review Authority's sources of funding and identify strategies for coping with the changing market place
2. The Board and Executive shall develop mutually agreed upon succession plan within six (6) months of the Commencement Date, which shall be incorporated herein by an amendment to this Agreement.

[INTENTIONALLY LEFT BLANK]

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

<b>Step Levels<sup>1</sup></b>	<b>Annual Salary</b>	<b>Effective Date</b>
Step A	\$607,592	July 19, 2023
Step B	\$619,744	July 19, 2024
Step C	\$632,139	July 19, 2025
Step D	\$644,781	July 19, 2026
Step E	\$657,677	July 19, 2027

[INTENTIONALLY LEFT BLANK]

---

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



## SUMMARY OF PROCEEDINGS

### KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting  
Wednesday, July 19, 2023

11:30 A.M.

#### BOARD RECONVENED

Board Members: Alsop, Berjis, Bigler, Brar, McLaughlin, Pelz, Pollard  
Roll Call: 5 Present; 2 Absent - Brar, McLaughlin

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!**

- CA  
12) Proposed retroactive Amendment No. 2 to the Memorandum of Understanding 062-2021 with Kern Behavioral Health and Recovery Services, an independent contractor, for mental health services, for the period July 1, 2022 through June 30, 2024, to delineate responsibility for transportation, credentialing and ECT services, effective December 6, 2022, and rescission of Amendment 085-2023, dated June 21, 2023 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 096-2023  
**Pollard-Pelz: 5 Ayes; 2 Absent - Brar, McLaughlin**
- CA  
13) Update on Section 218 Election of the Social Security Act –  
RECEIVED AND FILED  
**Pollard-Pelz: 5 Ayes; 2 Absent - Brar, McLaughlin**
- CA  
14) Proposed Compliance Program for Fiscal Year 2023-2024 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 097-2023  
**Pollard-Pelz: 5 Ayes; 2 Absent - Brar, McLaughlin**
- CA  
15) Proposed Agreement with C-S and J Pathology Medical Group, Inc., an independent contractor, containing nonstandard terms and conditions, for professional medical services in the Department of Pathology from July 19, 2023 through July 18, 2024, in an amount not to exceed \$20,000 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 098-2023  
**Pollard-Pelz: 5 Ayes; 2 Absent - Brar, McLaughlin**

**NOTE: CHIEF EXECUTIVE OFFICER SCOTT THYGERSON LEFT THE ROOM PRIOR TO THE DISCUSSION ON AGENDA ITEM 16 AND DID NOT RETURN UNTIL AFTER THE DISCUSSION AND VOTE ON ITEM 16**

- 16) Proposed Agreement with Alton Scott Thygeron, a contract employee, for services as chief executive officer of Kern County Hospital Authority for an initial term of three years, effective July 19, 2023, with an option to renew for one additional term of two years, in an amount not to exceed \$1,970,261 during the initial term and \$1,377,533 during the renewal term, with total compensation not to exceed \$3,347,794 over the term, plus applicable benefits –  
VICE PRESIDENT & GENERAL COUNSEL KAREN S. BARNES MADE PRESENTATION; DIRECTORS ALSOP, BERJIS, BIGLER, AND POLLARD HEARD IN SUPPORT OF HIRING CHIEF EXECUTIVE OFFICER ALTON SCOTT THYGERSON AS AN EMPLOYEE OF KERN COUNTY HOSPITAL AUTHORITY; APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 099-2023  
**Alsop-Berjis: 5 Ayes; 2 Absent - Brar, McLaughlin**
- 17) Kern County Hospital Authority Chief Executive Officer report –  
CHIEF EXECUTIVE OFFICER SCOTT THYGERSON ANNOUNCED THIS IS DIRECTOR ALSOP'S LAST MEETING AND THANKED HIM FOR HIS SERVICE ON THE BOARD OF GOVERNORS; DIRECTOR ALSOP EXPRESSED HIS APPRECIATION AND OPPORTUNITY TO SERVE; RECEIVED AND FILED  
**Berjis-Pelz: 5 Ayes; 2 Absent - Brar, McLaughlin**



Item 27 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Chief Executive Officer Scott Thygerson, and designated staff - Employee organizations: Service Employees International Union, Local 521 (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

Item 28 concerning CONFERENCE WITH LABOR NEGOTIATORS - Agency designated representatives: Vice President & General Counsel Karen S. Barnes, and designated staff - Unrepresented Employees (Government Code Section 54957.6) – HEARD; NO REPORTABLE ACTION TAKEN

ADJOURNED TO WEDNESDAY, AUGUST 16, 2023 AT 11:30 A.M.

**Pollard**



/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**

October 18, 2023

**Subject:** Proposed Amendment No. 1 to Agreement 099-2023 with Alton Scott Thygerson, a contract employee

**Requested Action:** Approved; Authorize Chairman to sign

**Summary:**

On July 19, 2023, your Board approved Agreement 099-2023 with Alton Scott Thygerson for professional services as chief executive officer of Kern County Authority for the period July 19, 2023 through July 19, 2026. The Agreement contains a provision for annual incentive compensation with maximum earnings payable at the end of each employment year not to exceed 3% of the annual base compensation, currently set at \$607,592, and requires that your Board and Mr. Thygerson develop mutually agreed upon specific reasonable and achievable performance-based metrics within 90 days of July 19, 2023 (the commencement date of Mr. Thygerson's employment), and annually thereafter.

Attached to the proposed Amendment as Exhibit "B-1" is an evaluation scorecard that reflects 20 measures, each with an assigned dollar value of \$911.30, with total potential incentive compensation of \$18,227.76, which is 3% of Mr. Thygerson's annual base compensation. There are no other changes to the Agreement.

Therefore, it is recommended that your Board approve Amendment No. 1 to Agreement 099-2023 with Alton Scott Thygerson for professional services as chief executive officer of Kern County Hospital Authority, adding performance-based metrics for fiscal year 2023-2024, and authorize the Chairman to sign.

**AMENDMENT NO. 1  
TO  
AGREEMENT FOR PROFESSIONAL SERVICES  
CONTRACT EMPLOYEE  
(Kern County Hospital Authority – Alton Scott Thygerson)**

This Amendment No. 1 to the Agreement for Professional Services is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, between Kern County Hospital Authority, a local unit of government (“Authority”), which owns and operates Kern Medical Center (“KMC”), and Alton Scott Thygerson (“Executive”).

**RECITALS**

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

(b) It is the intent of the parties to have the terms of the Agreement provide for the payment of all reasonably projected costs and expenses related to the services provided by Executive; and

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

(d) The Agreement is amended effective October 18, 2023;

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

1. Exhibit “B-1,” Performance-Based Metrics, Fiscal Year 2023-2024, attached hereto and incorporated herein by this reference, shall be made part of the Agreement.
2. All capitalized terms used in this Amendment and not otherwise defined, shall have the meaning ascribed thereto in the Agreement.
3. This Amendment shall be governed by and construed in accordance with the laws of the state of California.
4. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which take together shall constitute one and the same instrument.
5. Except as provided herein, all other terms, conditions and covenants of the Agreement 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.

EXECUTIVE

By   
\_\_\_\_\_  
Alton Scott Thygerson

KERN COUNTY HOSPITAL AUTHORITY

By \_\_\_\_\_  
Chairman  
Board of Governors

APPROVED AS TO FORM:  
LEGAL SERVICES DEPARTMENT

By \_\_\_\_\_  
Vice President & General Counsel  
Kern County Hospital Authority

Amend1.Thygerson.092823

**EXHIBIT “B-1”  
PERFORMANCE-BASED METRICS  
FISCAL YEAR 2023-2024**

**[TO BE ATTACHED]**

CEO Annual Performance Evaluation Scorecard  
For Fiscal Year Ended Jun 30, 2024

Item	Measure	Description	Possible Points	Earned Points	\$ Value
<b>1. Patient Experience and Safety</b>					
1	Safety Measures	85% of measures meet or exceed target or not statistically different than CMS.	5		\$ 911.39
2	Staff Safety Survey	+/- 3% of staff rated unit/work area on safety compared to national	5		\$ 911.39
<b>2. Employer of Choice</b>					
3	Staff Turnover	+/- 2.5% of national turnover rate	5		\$ 911.39
<b>3. Partnerships</b>					
4	Adventist Health	Maintain cross-campus services with 6 Urologists, 3 Endocrinologists, 1 Plastic/Reconstructive Surgeon, and 1 Gastroenterologist Develop academic training plan with Adventist Participate in 2 Health and Wellness Promotions with Adventist Health	5		\$ 911.39
5	Kern BHRS	Implement coordination plan for crisis stabilization services with BHRS PEC. Coordinate mild to moderate behavioral health services. Submit proposal to BHRS to provide specialty services.	5		\$ 911.39
6	State of California Fentanyl Funding	Submit proposal for fentanyl program through California legislation appropriations	5		\$ 911.39
<b>4. Academic Training</b>					
7	UME Pipeline	Identify and engage in discussions with US-based academic center for satellite medical campus	5		\$ 911.39
8	UME Pipeline	Submit proposal to KHS/Other Government Agency for UME Pathway Funding	5		\$ 911.39
9	General Surgery Residency	Successful application survey for general surgery residency	5		\$ 911.39
<b>5. Community Understanding</b>					
10	Outreach and Education	Annual Hospital Authority Outreach Plan implemented Valley Fever Outreach Plan Implemented Trauma Outreach Activities Achieved Average 2 CEO presentations/community meetings to outside entities each month	5		\$ 911.39
<b>6. Stewardship</b>					
11	Net Revenue	Exceed fiscal year budget	5		\$ 911.39
12	EBIDA	Exceed fiscal year budget	5		\$ 911.39
13	Cash Goals	Achieve fiscal year goal	5		\$ 911.39
14	Days Gross A/R	Achieve fiscal year goal	5		\$ 911.39
15	Productivity	Achieve fiscal year budget	5		\$ 911.39
16	Nurse Registry Expense	Achieve fiscal year budget	5		\$ 911.39
17	ER and Clinic Volumes	Maintain prior year volumes +/- 2.0%	5		\$ 911.39
18	Physician Recruitment	Recruit 15 physicians	5		\$ 911.39
19	New or Expanded Services	Apply for FQHC clinic	5		\$ 911.39
20	Integrated Delivery System	Establish risk-based organization	5		\$ 911.39
<b>Total Points/\$ Value</b>			<b>100</b>		<b>\$ 18,227.76</b>

Base Salary	\$	607,592.00
Potential Incentive Compensation (3.0% of base)	\$	18,227.76
Compensation per Measure	\$	911.39



## SUMMARY OF PROCEEDINGS

### KERN COUNTY HOSPITAL AUTHORITY BOARD OF GOVERNORS

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

Regular Meeting  
Wednesday, October 18, 2023

11:30 A.M.

#### BOARD RECONVENED

Board Members: Berjis, Bigler, McLaughlin, Pelz, Pollard, Zervis  
Roll Call: 4 Present, 2 Absent - Bigler, Pollard

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

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

#### BOARD ACTION SHOWN IN CAPS

NOTE: DIRECTOR POLLARD JOINED THE MEETING AFTER THE VOTE ON THE CONSENT AGENDA AND PRIOR TO THE DISCUSSION AND VOTE ON ITEM 35

#### 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**

- CA  
27) Proposed acceptance of donation of travel and related expenses from Public Risk Innovation, Solution, and Management for up to three Kern Medical Center employees to attend the 2023 Cyber Symposium in Ontario, California on November 9, 2023 –  
APPROVED; ADOPTED RESOLUTION 2023-015  
**Pelz-Berjis: 4 Ayes; 2 Absent - Bigler, Pollard**
- CA  
28) Proposed acceptance of donation of travel and related expenses from Experian Health for up to three Kern Medical Center employees to attend the Experian Health High-Performance Summit 23 in Denver, Colorado, from November 6-8, 2023 –  
APPROVED; ADOPTED RESOLUTION 2023-016  
**Pelz-Berjis: 4 Ayes; 2 Absent - Bigler, Pollard**
- CA  
29) Proposed Amendment No. 2 to Affiliation Agreement 153-2015 with The Regents of the University of California, on behalf of The University of California, David Geffen School of Medicine at UCLA, an independent contractor, for the period April 13, 2015 through October 27, 2023, for clinical training of residents and fellows, extending the term for five years from October 28, 2023 through October 27, 2028 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 147-2023  
**Pelz-Berjis: 4 Ayes; 2 Absent - Bigler, Pollard**
- CA  
30) Proposed retroactive Agreement with MedPoint Management, an independent contractor, containing nonstandard terms and conditions, for nonclinical administrative services related to health plan contracts from September 29, 2023 through September 28, 2025, in an amount not to exceed \$10,000 per month or up to 10% of all health plan gross revenue –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 148-2023; AUTHORIZED CHIEF EXECUTIVE OFFICER TO APPROVE FUTURE DOCUMENTS IN SUPPORT THEREOF SUBJECT TO APPROVAL AS TO FORM BY COUNSEL  
**Pelz-Berjis: 4 Ayes; 2 Absent - Bigler, Pollard**
- CA  
31) Proposed Medi-Cal Managed Care Medical Services Agreement with Blue Cross of California and Affiliates doing business as Anthem Blue Cross, an independent contractor, containing nonstandard terms and conditions, for the provision of professional medical services to Medi-Cal beneficiaries enrolled in Anthem's Medi-Cal managed care program for an initial term of one year from January 1, 2024 through December 31, 2024 (Rates confidential per Health and Safety Code section 101855) –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 149-2023  
**Pelz-Berjis: 4 Ayes; 2 Absent - Bigler, Pollard**
- CA  
32) Proposed Amendment No. 1 to Agreement 099-2023 with Alton Scott Thygerson, a contract employee, for professional services as chief executive officer of Kern County Hospital Authority, for the period July 19, 2023 through July 19, 2026, adding performance-based metrics for fiscal year 2023-2024 –  
APPROVED; AUTHORIZED CHAIRMAN TO SIGN AGREEMENT 150-2023  
**Pelz-Berjis: 4 Ayes; 2 Absent - Bigler, Pollard**



/s/ Mona A. Allen  
Authority Board Coordinator



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