October 1, 2024

EKHCD update Community Health Needs Assessment (CHNA) process

Survey questions:

After talking to several community members and having them show absolutely no interest in answering the questions we had, we have created an alternative suggestion.

Three questions -- starting with the individual and moving to community

- 1) What is your immediate health care need?
- 2) What are the immediate health care needs for your family or friends
- 3) What do you think are the immediate health care needs for our community?

For outreach to seek those who will complete survey -- there is a community trunk or treat event coming up on 10/31 at one of the churches -- several of the churches are coordinating a joint event.

Last year they had about 1500 families attend. This year they are hoping for 2000.

Can we get ourselves positioned so that we can give out something along with candy that will invite our community to participate in the survey?

In addition, one of the original survey questions was about whether Public Health initiatives are able to meet our community needs. We have started a conversation with Kern County Public Health around the initiatives that they have available and will bring more information back at the next Board meeting. Kern County is currently working on their 2025-26 schedule.

October 1, 2024

EKHCD and RRH Updates LAFCo annexation process

Answers provided during application process that will be included in strategic planning documents.

Project Information #1.

"To expand EHHCD to include the area (within Kern County) served by Ridgecrest Regional Hospital (and currently unserved by Health Care Districts).

Services:

"More services in the area of healthcare access need to be provided. An association with Ridgecrest Regional Hospital will greatly assist in providing new services."

"Additional clinic services for primary care, specialty care and mental health."

"Greater clinical services for primary, specialty and mental health."

Future Needs and Plans:

"Medical office and office space."

"Ridgecrest Regional plans to add additional space for emergency and laboratory services on its existing campus."

Rep. Vince Fong Helps Secure Federal Funding For Ridgecrest Regional Hospital

September 30, 2024 | Press Release

Washington, D.C. – Working in collaboration with the Department of Defense, Rep. Vince Fong (CA-20) announces federal funding from the Pentagon to support Ridgecrest Regional Hospital (RRH). RRH has experienced some financial challenges after the COVID-19 pandemic, leading to a loss in necessary health services at the hospital affecting patient care access. The Department of the Navy will make available funds from its Emergency and Extraordinary Expense funds to help keep critical services available at RRH.-

"In collaboration with the Department of Defense, we have been able to work together to secure federal funding for the Ridgecrest Regional Hospital," said Rep. Fong. "It is critical that this hospital have necessary funding to ensure healthcare access to the residents of Ridgecrest, China Lake, and surrounding areas, so that patients and military personnel can receive critical health services. I want to thank the Secretary of Defense and the Department of the Navy for their help on attaining the funds to support RRH."

MEDIA

Press Releases

Contact Us

Washington DC Office

2468 Rayburn House Office Building Washington, DC 20515 Phone: (202) 225-2915

Clovis District Office

2187 Herndon Avenue Suite 101 Clovis, CA 93611 Phone: (559) 701-2530

Bakersfield District Office

9700 Stockdale Highway Suite 300 Bakersfield, CA 93311 Phone: (661) 327-3611

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Item 9D

October 1, 2024

RGS information about how to produce short video/s for EKHCD use

RECOMMENDATIONS:

OPTION: A series of 3-1 minute videos based on our MISSION STATEMENT: 1) Health, 2) Wellbeing, and 3) Resiliency

OPTION: 1 longer video, 2 to 4-minute video about the annexation process and the work being done with RRH.

<u>VISION</u> (for this project): a system of care that everyone in East Kern County may access <u>MISSION</u> (for this project): to provide expanded health care options to the residents of and visitors to East Kern County

<u>VALUES</u> (for this project): Access to Health Care – we seek to offer the broadest possible continuum of health care options to the residents of East Kern County

Excellence – we are committed to excellence in health care

Transparency – we vow to be fully transparent with one another and with the public as we pursue common goals.

OPTION: History and purpose for formation of EKHCD.

PROCESS:

- 1. Discuss concepts with videographer and RGS team
- 2. Videographer to share concept options
- 3. EKCHD to choose preferred option
- 4. RGS to develop video distribution plan
- 5. EKHCD to approve video distribution plan and budget
- 6. Videographer to draft script and provide availability for video shoot
- 7. RGS & EKHCD to provide edits and secure date and schedule interviewees
- 8. Videographer to shoot video
- 9. RGS to review preliminary draft
- 10. Videographer to make edits
- 11. EKHCD to review draft and request additional edits
- 12. Videographer to provide final copy
- 13. RGS to implement video distribution plan

RECOMMENDED VENDOR:

JComm, Sacramento, CA. https://jcomminc.com/

COST ESTIMATE:

\$5000 TO \$7000, depending on length of videos. Production time about a month.

EMPLOYMENT AGREEMENT For the Position of ADMINISTRATIVE ASSISTANT

This Employment Agreement ("Agreement") is made and entered into this 1st day of October, 2024, by and between the EAST KERN HEALTH CARE DISTRICT ("DISTRICT"), and Socorro Chavez ("EMPLOYEE"), on the following terms and conditions:

RECITALS

A. DISTRICT desires to employ the services of EMPLOYEE as Administrative Assistant of DISTRICT, as provided for by the California Local Health Care District Law and East Kern Health Care District Administrative Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. EMPLOYEE desires to accept employment as Administrative Assistant in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:

1. <u>Position, Duties and Term.</u>

1.1 Position. EMPLOYEE accepts District employment with DISTRICT as its Administrative Assistant and shall perform all functions, duties and services set forth in Section 1.4 of this Agreement, the District's Administrative Code, as amended from time-to-time, and as directed by the District's Board of Directors ("Board").

1.2 Term and Termination.

(a) EMPLOYEE began at-will employment with the DISTRICT on September 18, 2024 and assumed the position of Administrative Assistant on the same date (the "date of commencement of employment"). EMPLOYEE and District now desire to enter the present agreement to incorporate additional terms of employment. EMPLOYEE'S term of employment as Administrative Assistant under this Agreement shall be for one (1) years (hereinafter referred to by the capitalized word "Term") commencing on September 18, 2024 and continuing to September 18, 2025. In the event DISTRICT chooses not to terminate EMPLOYEE prior to the expiration of the Term, this Agreement shall automatically renew on an annual basis, subject to its same terms and conditions, until DISTRICT issues written notice of its intent not to renew the Agreement. **No later than September 1, 2025, DISTRICT shall advise EMPLOYEE whether or not this Agreement will be extended, not extended, or revised as a result of negotiations.** Nothing contained herein shall be construed to require DISTRICT or EMPLOYEE to extend the term or revise this Agreement. (b) EMPLOYEE may resign with at least fourteen (14) days prior written notice.

(c) EMPLOYEE is and shall remain an "at will" employment and can be terminated by the DISTRICT without cause with a vote of the majority of the current membership of Board of Directors. There is no express or implied promise made to EMPLOYMENT to insure employment. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board of Directors to terminate the services of the EMPLOYEE at any time and without cause.

1.3 At-Will Status. EMPLOYEE acknowledges that she is an at-will employee of District who shall serve at the pleasure of the Board at all times during the period of her service hereunder. To the extent they conflict with this at-will status, the terms of District's personnel rules, policies, regulations, procedures, ordinances, and resolutions, including without limitation District Employee Handbook, as they may be amended or supplemented from time to time, shall not apply to EMPLOYEE, and nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the Board to terminate her employment, except as is expressly provided in Section 3 of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of District to terminate the services of EMPLOYEE as provided in Section 3 of this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with District, subject only to the provisions set forth in Section 3 of this Agreement.

1.4 Duties. EMPLOYEE shall serve as the Administrative Assistant and shall be vested with the powers, duties and responsibilities set forth in Local Health Care District Law and East Kern Health Care District Administrative Code, as may be amended from time to time, the terms of which are incorporated herein by reference. EMPLOYEE shall have the primary responsibility for lawfully managing the day-to-day operations of DISTRICT. EMPLOYEE shall work closely with the Board of Directors in developing DISTRICT strategic plans, policies, goals and objectives. EMPLOYEE shall provide service at the direction and under the supervision of the Board of Directors. It is the intent of the Parties that the Administrative Assistant shall keep the Board of Directors fully apprised of all significant ongoing operations of DISTRICT. When a District Manager is employed by the District, EMPLOYEE shall report to the District Manager. When a District Manager is not employed by the District, EMPLOYEE shall report directly to the Board of Directors and will periodically, or as may be otherwise specifically requested by the Board of Directors, provide status reports to the Board of Directors on her activities and those of DISTRICT. When a District Manager is not employed by the District, the Administrative Assistant will substantially cover the same responsibilities as the District Manager in his or her function as the chief executive officer of the DISTRICT's organization. Without additional compensation, EMPLOYEE shall provide such other services as are customary and appropriate to the position of District Manager, with such additional services assigned from time to time by the Board of Directors as may be consistent with Local Health Care District Law and East Kern Health Care District Administrative Code. EMPLOYEE shall devote her best efforts and full-time attention to the performance of these duties.

1.5 Part-Time Employment. EMPLOYEE shall work part-time as Administrative Assistant of the DISTRICT and may engage in other activities not conflicting with the full

performance of the duties of Administrative Assistant.

2. <u>Compensation.</u>

2.1 Salary.

(a) DISTRICT shall pay EMPLOYEE the sum of twenty-three dollars (\$23) per hour to be paid in two installments per month.

(b) DISTRICT may authorize, in advance, additional benefits, or expense reimbursements, in the sole discretion of the Board of Directors.

2.2 Hours. EMPLOYEE shall work and record time on an hourly basis. It is anticipated that EMPLOYEE will work a minimum of 5 hours and maximum of 10 hours per week, depending on the amount of work required in a given week.

2.3 Performance Evaluation. At any time, but at least annually, the parties shall meet in closed session to review and evaluate the performance of EMPLOYEE, to give guidance concerning performance, and to establish goals against which EMPLOYEE's future performance shall be judged.

3. <u>Termination.</u>

3.1 By EMPLOYEE not for cause. EMPLOYEE shall provide the DISTRICT with prior written notice of her inability or unwillingness to continue to perform the duties of the Administrative Assistant; when feasible, EMPLOYEE shall give fourteen ("14") days/ two-weeks' notice. If EMPLOYEE is unable to perform the duties of Administrative Assistant due to permanent disability, she shall provide as much advance notice as feasible.

3.2 By DISTRICT. DISTRICT may immediately terminate this Agreement at any time by providing EMPLOYEE written notice of her termination. No severance shall be paid in the event EMPLOYEE's employment is terminated. EMPLOYEE expressly waives any rights provided for the Administrative Assistant, General Manager or Administrative Personnel under the Local Health Care District Law, East Kern Health Care District Administrative Code or purportedly under State or Federal law to any form of pre or post-termination hearing, appeal, or other administrative process pertaining to termination, except when EMPLOYEE has a California or federal constitutional right to a name clearing hearing; such a name-clearing hearing does not result in reinstatement.

3.3 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible objects, documents, records, notes, contracts, data and computer-generated materials furnished to or prepared by her incident to his employment belongs to DISTRICT and shall be returned promptly to DISTRICT upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

4. <u>General Provisions.</u>

4.1 Other Terms and Conditions. District may, from time-to-time, establish additional terms and conditions of employment, provided such terms and conditions are consistent with the provisions of this Agreement and any applicable law.

4.2 Notices. Any notices required by this Agreement shall be sent by first class U. S. mail with postage prepaid to the parties as follows:

To District: East Kern Health Care District PO Box 2546 California City, CA 93504 To Employee: Socorro Chavez

4.3 Entire Agreement. This Agreement contains the entire agreement of the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or may be relied upon by any party.

4.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 et seq.] DISTRICT will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during EMPLOYEE'S tenure as Administrative Assistant.

4.5 Amendments. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the Board of Directors and signed by DISTRICT's designee.

4.6 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

4.7 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. DISTRICT may, upon prior written permission from EMPLOYEE, assign its rights and obligations hereunder.

4.8 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue property only in Los Angeles County, State of California.

4.10 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This

Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

4.11 Acknowledgment. EMPLOYEE acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that he shas read and understands this Agreement, that he is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

APPROVED: East Kern Health Care District

APPROVED:

By:	
Karer	Macedonio, President
Board	l of Directors

By: ___

Socorro Chavez

ATTEST:

By: _____ Lois Peralta, Secretary

(Seal)

APPROVED AS TO FORM:

By: _____ Alex Lemieux, Deputy District Counsel