

**BOARD OF DIRECTORS**

Luis Avila, President
Becky Campo, Vice-President
(Vacant), Secretary
Anne Stokman, RN, Treasurer
Timothy Benefield, Board Member

PO Box 187, Patterson, CA 95363
Phone (209) 892-8781 Fax (209) 892-3755

BOARD OF DIRECTORS MEETING

Monday February 27, 2023 @ 6:30 pm

Del Puerto Health Center, 1700 Keystone Pacific Parkway, Ste B, North Conference Room

PUBLIC COMMENT PERIOD: Matters under the jurisdiction of the Board and not on the posted agenda may be addressed by the general public at the beginning of the regular agenda. If you wish to speak on an item on the agenda, you are welcome to do so during consideration of the agenda item itself. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period; however, California law prohibits the Board from acting on any matter which is not on the posted agenda unless it is determined to be an emergency by the Board of Directors. Persons speaking during the Public Comment will be limited to five minutes. Depending on the number of persons wishing to speak, speaking time may be reduced to allow all public members to address the Board. Public comments must be addressed to the board through the President. Comments to individuals or staff are not permitted.

CONSENT CALENDAR: These matters include routine financial and administrative actions and are identified with an asterisk (*). All items on the consent calendar will be voted on as a single action at the beginning of the meeting under the section titled "Consent Calendar" without discussion. If you wish to discuss an item on the Consent Calendar, please notify the Clerk of the Board prior to the beginning of the meeting or you may speak about the item during Public Comment Period.

REGULAR CALENDAR: These items will be individually discussed and include all items not on the consent calendar, all public hearings, and correspondence.

CLOSED SESSION: Is the portion of the meeting conducted in private without the attendance of the public or press to discuss certain confidential matters specifically permitted by the Brown Act. The public will be provided an opportunity to comment on any matter to be considered in closed session prior to the Board adjourning into closed session.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA: Please raise your hand or step to the podium at the time the Board President announces the item. In order that interested parties have an opportunity to speak, any person addressing the Board will be limited to a maximum of 5 minutes unless the President of the Board grants a longer period.

BOARD AGENDAS AND MINUTES: Board agendas and minutes are typically posted on the Internet on Friday afternoons preceding a Monday meeting at the following website: <https://dphealth.specialdistrict.org/board-meetings>.

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District office at 875 E Street, Patterson, CA during normal business hours. Such documents are also available online, subject to staff's ability to post the documents before the meeting, at the following website <https://dphealth.specialdistrict.org/board-meetings>.

NOTICE REGARDING NON-ENGLISH SPEAKERS: Board of Director meetings are conducted in English and translation to other languages is not provided. Please arrange for an interpreter, if necessary.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (209) 892-8781. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

Cell phones must be silenced or set in a mode to not disturb District business during the meeting.

BOARD OF DIRECTORS MEETING

Monday, February 27, 2023 @ 6:30 pm

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call**
4. **Reading the Vision, Mission, and Value Statements**
Vision: "A locally cultivated, healthier community."
Mission: "To provide, promote, and partner in quality healthcare for all."
Values: "Compassion – Commitment – Excellence"
5. **Public Comment Period** [Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the District. Comments on the agenda are made when the Board considers each item. Each speaker is allowed a maximum of five minutes. Board members may not comment or act on items not on the agenda.]
6. **Declarations of Conflict** [Board members disclose any conflicts of interest with agenda items]
7. **Approval of Agenda** **Action**
*[*Directors may request moving any consent calendar item to the regular calendar or change the order of the agenda items.]*
8. **Consent Calendar*** [Routine committee reports, minutes, and non-controversial items] **Action**
 - A. *Approve Board Meeting Minutes January 30, 2023
 - B. *Adopt Resolution 2023-03: Option to Continue Use of Emergency Meeting Protocols
 - C. *Approve 2023-2028 CSU Stanislaus Internship Agreement
 - D. *Approve 2023 Board Meeting Calendar
 - E. *Approve Merced Community College EMS Internship Agreement with PDA
9. ***Regular Calendar**
 - A. *Any Consent calendar items moved to the regular calendar **Requested Action**
 - B. Elect Board Secretary for Calendar Year 2023 **Requested Action**
 - C. Resolution 2023-04: 2023 Star of Life Recognition Eddie Thompson **Requested Action**
 - D. Resolution 2023-05: 2023 Star of Life Recognition Chantale Pakosz **Requested Action**
 - E. Approve of Financial Report for December 31, 2022 **Requested Action**
 - F. 2023 Finance Committee Member **Presidential Appointment**
 - G. 2023 Representative to WSHCTF **Presidential Appointment**
 - H. 2023 Del Puerto Health Care Foundation Trustee **Presidential Appointment**
 - I. Resolution 2023-06: Ambulance Replacement Purchase **Requested Action**
10. **Reports**
 - A. Employee Anniversaries & New Hires

	<u>February</u>	<u>Years</u>
Ambulance	Lori Valdovinos	11 PT
Health Center	Suzi Perez	7 FT

 - B. Del Puerto Hospital Foundation – new appointee
 - C. West Side Health Care Task Force – new appointee
 - D. Ambulance – Director Paul Willette
 - E. Health Center – Manager Suzie Benitez
 - F. Administration – Chief Executive Officer Karin Hennings
 - G. Legislative Update – CSDA Take Action Brief
 - H. Building Project Update – Pros and Cons Design-Build vs. Design-Bid-Build
11. **Strategic Planning**
 - A. Establish Strategic Planning Retreat Date
12. **Director Correspondence, Comments, Future Agenda Items** **Information**

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – February 27, 2023 – Consent Calendar Summary

Department: Chief Executive Office CEO Concurrence: Yes
Consent Calendar: Yes 4/5 Vote Required: No

These matters include routine financial and administrative actions.

All items on the consent calendar will be voted on as a single action at the beginning of the meeting under the section titled "Consent Calendar" without discussion.

AGENDA ITEMS

- A. *Approve Board Meeting Minutes January 30, 2023
- B. *Adopt Resolution 2023-02: Option to Continue Use of Emergency Meeting Protocols
- C. *Approve 2023-2028 CSU Stanislaus Internship Agreement *[Agreement to provide practical and internship training opportunities to nursing and healthcare administration students from Stanislaus State University]*
- D. *Approve 2023 Board Meeting Calendar *[includes regular meetings of the board of directors]*
- E. *Approve Merced Community College EMS Internship Agreement with PDA *[allows students to complete at least 400 hours of paramedic practicum experience with a PDA preceptor]*

RECOMMENDED

MOTION: That the Board of Directors adopt the Consent Calendar as presented.

MOTION AMENDED: YES NO

AMENDMENT: _____

Motion Made By	Motion	Second
Director Avila		
Director Benefield		
Director Campo		
Director Stokman		
Director Zone 4 - Vacant		

Roll Call Vote	Aye	No	Abstain	Absent
Director Avila				
Director Benefield				
Director Campo				
Director Stokman				
Director Zone 4 - Vacant				

MOTION IS:

_____ *Approved* _____ *Denied* _____ *Approved as amended*



BOARD OF DIRECTORS

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(Vacant), Board Member*

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**BOARD OF DIRECTORS MEETING MINUTES
Monday January 30 @ 6:30 pm**

1. **Call to order** @ 6:39 pm by President, Becky Campo

2. **Pledge of Allegiance**

3. **Board of Directors Roll Call.**

Directors Present: President, Becky Campo
Vice President, Luis Avila
Treasurer, Anne Stokman

Directors Absent: None

Staff Present: Administrative Director/CEO, Karin Freese
Ambulance Director, Paul Willette
Clerk of the Board, Cheryle Pickle
Medical Director, Jose M. Rodriguez, MD

District Legal Council: Dave Ritchie, Cole Huber, LLP

Members of the Public:

Tim Benefield
Eric Wohle

We have a Quorum

4. **Reading of the Vision, Mission, and Value Statements**

Vision: "A locally cultivated, healthier community."

Mission: "To provide, promote, and partner in quality healthcare for all."

Values: "Compassion – Commitment – Excellence"

5. **Public Comment Period**

None

6. **Declarations of Conflict:** Director Campo announced that her son was a recent new hire of the District. She would excuse herself any time in the future that a conflict was present.

7. **Approval of Agenda:**

M/S/C To approve the agenda as presented.

Director Stokman/Director Avila

Ayes: Directors Campo, Stokman, Avila

Nays: None

Abstain: None

Motion: Passed

8. **Consent Calendar*** *[Routine committee reports, minutes, and non-controversial items]*
- A. * Approve Board Meeting Minutes November 28, 2022
 - B. *Approve Special Board Meeting Minutes December 09, 2022
 - C. *Approve Special Board Meeting Minutes January 16, 2023
 - D. *Resolution 2023-01: Option to Continue Use of Emergency Meeting Protocols

M/S/C. Approve the Consent Calendar.

Director Stokman/Avila

Ayes: Directors Campo, Stokman, Avila

Nays: None

Abstain: None

Motion: Passed

9. **Regular Calendar*** *[Members of the public may address the Board as the Board considers each item. Each speaker is allowed a maximum of five minutes.]*

- A. **Any Consent calendar items moved to the regular calendar*
- B. Building Conceptual Design Review

Ms. Freese introduced Eric Wolfe of LDA Partners to review the Concept Drawings of the building project. He explained that the project was being designed to allow the staff to continue to be housed in the current facility until the project was built. Then the current facility would be torn down to allow the parking lot to be complete. He presented two drawings. The first one showed the most current lot lines and building footprint. This demonstrated the vehicular drive and access points and the apparatus bay with the front on 9th street. There may be another access point depending on if we can get clearance from the City (because of proximity to the 5-point intersection).

Next, he reviewed the Concept drawing of the inside of the building. The building is basically divided into three parts.

1. Public access
2. Administration Offices
3. Ambulance Quarters

He described each area and its purpose. He explained this is a conceptual plan and he would be looking to the Board for directions as we move forward.

The total square footage of the building as drawn is 14,200 square feet.

Mr. Willette added that currently we are “bursting at the seams” in the current facility. We are now running 3 ambulances. We do not have the accommodations to house the current crews needed to staff the ambulances. The crews are sleeping in the recliners and cots. This will only get worse as the needs of the community increase.

Also, as we do disaster planning, the new building could be a community resource. This has been planned for in the new space. Our location is central and well placed. This design has been developed with an eye for the next 10 years. At that point we may be ready to plan joint space with Fire Department stations to expand our reach.

Ms. Freese added that the construction price projection has gone up by 50%.

The next step would be to review elevation options. Mr. Wolfe has worked on City of Patterson

buildings. He suggests that we should pay heritage to the community in our elevation by talking to the City and staying in the spirit of their design but making the building our own. We will respect that the building is a public building and make it fit into the City's design.

Ms. Freese added that we are investigating adding additional land to create more secure parking for the crews. Discussion has started with the School District, who owns the surrounding property. They are planning a bus depot for the property. The Supervisor, Dr. Reyes Gauna, is open to the project. He had his building project manager call and she is checking to see what the options may be. We don't know at this time what the cost would be.

The construction of the building and parking lot is estimated to take 14 months.

Discussion followed with many questions asked and answered. The board asked to have the Design Bid Build vs, Design Build process presented in a comprehensive pro and con format for each type of construction at the next meeting. Also, we are planning at the March meeting to look at the financial aspect and review options for how to finance the project.

C. Request from Medical Director to work on non-district research project.

Ms. Freese explained that Dr. Rodriguez's contract with the District specified that he had to have any outside contract approved by the Board and have an addendum written to his contract,

Dr. Rodriguez explained that he had been approached to be the principal investigator in a clinical research (Phase III) project. This is with a respected research company. He would be the only investigator in Stanislaus county. He feels it would be a good thing for the District to have it's Medical Director doing research. The research would be on vaccines.

It would be a local job. (He is not going anywhere – He loves his job). He would be helping to make the community safer. He believes the research company selected this area because of the diversity it offers. He would like to see more diverse research done.

He assured the board that it would not interfere with his responsibilities at the clinic. All research would be done off-site with the research company's staff. No District resources. It would be performed after hours and on Dr. Rodriguez's day off. It would be a paid position.

It is early in the process. He has not signed anything. Wanted to make sure the Board supported this decision.

Discussion was had. It was decided that the doctor could continue to pursue this opportunity. He will return to the board with final analysis prior to signing the contract.

D. Board Member Nominees

Ms. Freese explained that if a board seat was vacant after the election, the Board had 60 days to appoint someone to the seat. After that the Board of Supervisors has 30 days to appoint someone to the seat.

We have a candidate from District 3. He was recommended to the board by Mayor Michael Clauzel. Ms. Freese introduced Pastor Timothy Benefield.

Mr. Benefield presented his application to the Board. He reviewed his background. He has lived in the area for 12 years. He grew up in the Valley, in Visalia. He worked in his Father's church in Visalia and started a church here 12 years ago. He also works in the church in Modesto. He is active in City Council meetings. He tries to be involved in the community. He is a member of the Downtown Revitalization Committee.

His only involvement in healthcare is through church members and their experiences when they or their family members have been sick.

He wants his community to be well served in an efficient way – Honest, Ethical and Efficient.

Ms. Freese explained that the seat is a 4-year term. However, the appointment would be for two years. The candidate would then need to run for election for the remaining two years of the seat.

The Board interviewed Mr. Benefield then thanked and excused him.

Discussion was had and it was decided to vote.

M/S/C. The Board nominee, Timothy Benefield be appointed to vacant Director's seat of Zone 3 which will be up for election in November 2024 for a term ending December 2026.

/ Director Campo/ Avila

Ayes; Directors Campo, Stokman, Avila

Nays: None

Abstain: None

Motion: Passed

E. Board Officer Nominations and Election Year 2023 Banking Authorizations Resolution 2023-02
Election of Board officers commenced.

Nominations for President

Director Avila nominated Director Stockman for President

Director Campo seconded the nomination.

Director Stokman declined the nomination.

Director Stokman nominated Director Avila for President.

Director Campo seconded the nomination.

Director Avia accepted the nomination.

Ayes: Director Campo, Stokman, Avila

Nays: None

Director Avila is President

Director Avila nominated Director Stockman for Treasurer

Director Campo seconded the nomination.

Director Stokman accepted the nomination.

Ayes: Director Campo, Stokman, Avila

Nays: None

Director Stokman is Treasurer

Director Stokman nominated Director Campo for Vice President

Director Avila seconded the nomination.
 Director Campo accepted the nomination.

Ayes: Director Campo, Stokman, Avila
Nays: None
Director Campo is Vice President

It was decided that the new Director, Tim Benefield, would be nominated as Secretary. But since he is not present to accept the nomination, we will make this official at the next meeting.

- F. 2023 Banking Authorizations Resolution 2023-02
 Ms. Freese stated that there are no changes to the Banking Access AND Security Resolution from last years. Therefore, we just need to reaffirm the resolution.

M/S/C. To reaffirm the 2023 Banking Access and Security Resolution #2023-02

/ Director Stokman/ Avila

Ayes; Directors Campo, Stokman, Avila

Nays: None

Abstain: None

Motion: Passed By Roll Call Vote

- G. Review and Approval of Financial Reports November 2022

M/S/C. To approve the Financial Report for November 2022

/ Director Stokman/ Avila

Ayes; Directors Campo, Stokman, Avila

Nays: None

Abstain: None

Motion: Passed

- G. Review and Approval of Financial Reports December 2022
 There were some questions on the financial report and since the Financial and Accounting Manager, Ms. Maria Reyes-Palad, is not present it was decided to table this item.

- H. Equipment Purchase Request – Stryker Power Load
 Ms. Freese explained that we will be purchasing a new ambulance in the summer of this year per the Replacement plan. Stryker is going to have a price increase of 6% on February 01, 2023. We can order the power load gurney now and save 6% and Stryker will hold up to seven months on shipping the gurney. We do not need to pay until it ships. We may qualify for an additional for an additional discount through another buying association. Also, we will receive a trade in of \$4,000.00 on the 2015 power load.

M/S/C. Authorize the CEO to sign a purchase order for a Stryker Power Load at a cost of \$23,078.45 to be paid from the equipment replacement fund /

Director Stokman/Avila

Ayes; Directors Campo, Stokman, Avila

Nays: None

Abstain: None

Motion: Passed

I. Equipment Purchase Request – Stryker LifePak 1000 AED

Ms. Freese explained that we receive people at the District office looking for medical help and There are times when there are no ambulance staff or supervisors present. The only option the Administrative staff has is to dial 911. The goal of the Administration is to have all district staff CPR certified and to receive annual training in first aid, stop the bleed, and basic patient assessment. We believe it would be beneficial to have an AED.

M/S/C. Authorize the CEO to make a capitol expense purchase of a Stryker LifePak 1000 for the District Office at a cost of \$2,688.91 to be paid from the unrestricted assets fund. /

Director Avila/Stokman

Ayes; Directors Campo, Stokman Avilla

Nays: None

Abstain: None

Motion: Passed

10. Reports

A. Employee Anniversaries & New Hires

	<u>December/January</u>	<u>Years</u>
Ambulance	Dennis Flannery	20
	Brian Haslam	New
	Chantale Pakosz	3
	Nelson Arellano	New
Health Center	Joshua Campo	New
	Eneida Barrera	19
Administration	Daisy Macias Garcia	New
	Jennifer Gurski	New

B. Del Puerto Hospital Foundation – *appointment of representative tabled to Feb 2023*

C. West Side Health Care Task Force – *appointment of representative tabled to Feb 2023*

D. Ambulance – Director Paul Willette

Discussion: Last month the ambulance had 327 Responses and transported 203 transports (155 in Patterson). This is a record number for the ambulance. Needless to say we were very busy.

E. Health Center – Manager Suzie Benitez -No report

F. Administration – Administrative Director/CEO Karin Freese

No report

G. Training and conferences

Ms. Freese said that Director Avila is planning on attending the CSDA conference in Santa Rosa in October. He has suggested that we send a group of Directors and Staff. So please notify me if you can attend. We will try to send Director Benefield if possible.

11. **Strategic Planning** – No report for January

12. **Director Correspondence, Comments, Future Agenda Items**

Ms. Freese brought a letter from our Liability carrier to the attention of the Board. It indicates prices will probability will be going up and possibility they may not offer the insurance in the future.

13. **Upcoming Regular Board and Standing Committee Meeting Dates Information**

Finance – TBD

Finance – TBD

Finance – TBD

Board – Mon, Feb 27, 2023, @ 6:30 PM

Board – Mon, Mar 27, 2023 @ 6:30 PM

Board – Mon, Apr 30, 2023, @ 6:30 PM

14. **Adjourn @ 8:24 pm**

Respectfully Submitted by

Board President: Luis Avila

Date

DEL PUERTO HEALTH CARE DISTRICT

Board of Directors

RESOLUTION NO. 2023-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PUERTO HEALTH CARE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE DEL PUERTO HEALTH CARE DISTRICT FOR THE PERIOD **February 28, 2023 THROUGH, March 27, 2023** PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Del Puerto Health Care District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Del Puerto Health Care District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-08 on September 29, 2021, finding that the requisite conditions exist for the legislative bodies of Del Puerto Health Care District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions now exist in the District, specifically, continuing impacts from the Covid-19 pandemic that resulted in the proclamation of a State-wide public health emergency by Governor Gavin Newsom on March 4, 2020, that remains active with modified restrictions as set out in the Governor's Executive Order N-08-21; and

WHEREAS, Stanislaus County California, within which the Administrative offices of the Del Puerto Health Care District are located, currently maintains a Public Health Emergency Isolation Order a Public Health

DEL PUERTO HEALTH CARE DISTRICT

Board of Directors

Emergency Quarantine Order and a Public Health Indoor Mask Order pursuant to the Health and Safety Code Sections 101040, 101085, 120175, 120215, 120220 and 120225; and

WHEREAS, the Board of Directors does hereby find that the ongoing Covid-19 pandemic, AND Local Public Health Department social distancing and masking requirements are indicative of existing continuing conditions that have caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District if it's governing body were to meet in person, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Del Puerto Health Care District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Del Puerto Health Care District has and will provide remote access to meetings, an ability to comment on each agenda item, will provide a roll-call vote on each action item, and will otherwise comply with the requirements of AB 361 (2021).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE DEL PUERTO HEALTH CARE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Persists. The Board hereby proclaims / affirms that a local emergency now exists throughout the District, and in-person meetings at the facilities available to it are insufficient to adequately provide opportunities for social distancing or other health directives of Stanislaus County for assemblies of moderate to large groups of persons including members of the public, that are consistent with those requirements.

Section 3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its initial issuance date of March 4, 2020, which state of emergency has continued in place until further notice and which has been the subject of restrictions most recently amended in Executive Order N-08-21.

Section 4. Remote Teleconference Meetings. The Administrative Director / CEO and legislative bodies of the Del Puerto Health Care District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) **March 27, 2023**, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Del Puerto Health Care District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

DEL PUERTO HEALTH CARE DISTRICT

Board of Directors

PASSED AND ADOPTED by the Board of Directors of the Del Puerto Health Care District, this 30th day of January, 2023, by the following vote:

Motion Made By	Motion	Second
Director Avila		
Director Campo		
Director Stokman		

Roll Call Vote	Aye	No	Abstain	Absent
Director Avila				
Director Campo				
Director Stokman				

_____ *Adopted*

_____ *Failed*

I, Cheryle Pickle, Clerk of the Board of Directors of the DEL PUERTO HEALTH CARE DISTRICT, do hereby CERTIFY that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 27 day of February 2023.

 Cheryle Pickle, Board Clerk

 Date

CLINICAL INTERNSHIP AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, STANISLAUS**, hereinafter called the “University”, and the Agency, **DEL PUERTO HEALTH CARE DISTRICT**, hereinafter called the “Agency”, together called “Parties”.

WITNESSETH

WHEREAS, the Agency is authorized to enter into agreements with the University to provide clinical and practicum experiences; and

WHEREAS, the University offers to enrolled students all degree programs within the School of Nursing; and

WHEREAS, the parties will both benefit by making a clinical training program (“Program”) available to University students at the Agency;

NOW, THEREFORE, in consideration of the conditions, and the stipulations hereinafter expressed and in consideration of the mutual benefits to be derived, the parties agree as follows:

PARTIES

UNIVERSITY: Trustees of the California State University
California State University, Stanislaus
One University Circle
Turlock, California 95382

AGENCY: Del Puerto Health Care District
1700 Keystone Pacific Pkwy
Patterson, CA 95363

TERM: March 01, 2023 through February 28, 2028.

I. GENERAL INFORMATION ABOUT THE PROGRAM

A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least thirty (30) days before the training period begins.

B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY’S RESPONSIBILITIES

A. Student Profiles. University shall advise each student enrolled in the Program to complete and send to Agency a student profile in an agreed upon format by the parties, which shall include the student’s name, address, and telephone number. Each student shall be responsible for submitting his or her student profile before the Program training period begins.

Agency shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify Agency's Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Program Coordinator. University shall designate a faculty member to coordinate with Agency's designee in planning the Program to be provided to students.

D. Orientation Program. University instructors shall attend an orientation provided by Agency, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.

E. Records. University shall maintain all personnel records for its faculty and all academic records for its students.

F. California Code of Regulation -16 CCR 1427. University shall comply with the following:

(a) A Program shall not utilize any agency or facility for clinical experience without prior approval by the board. Each Program must submit evidence that it has complied with the requirements of subdivisions (b), (c), and (d) of this section and the policies outlined by the board.

(b) A Program that utilizes an agency or facility for clinical experience shall maintain written objectives for student learning in such facilities, and shall assign students only to facilities that can provide the experience necessary to meet those objectives.

(c) Each such Program shall maintain written agreements with such facilities and such agreements shall include the following:

(1) Assurance of the availability and appropriateness of the learning environment in relation to the Program's written objectives;

(2) Provision for orientation of faculty and students;

(3) A specification of the responsibilities and authority of the facility's staff as related to the Program and to the educational experience of the students;

(4) Assurance that staff is adequate in number and quality to ensure safe and continuous health care services to patients;

(5) Provisions for continuing communication between the facility and the Program; and

(6) A description of the responsibilities of faculty assigned to the facility utilized by the Program.

(d) In selecting a new clinical agency or facility for student placement, the Program shall take into consideration the impact that an additional group of students would have on students of other clinical training Programs already assigned to the agency or facility.

G. Student Responsibilities. University shall notify students in the Program that they are responsible for:

1) Complying with Agency's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for their transportation and living arrangements if not provided by University;

- 3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;
- 4) Maintaining the confidentiality of patient information:
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
 - b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by Agency that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations;
 - c) Agency shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Agency’s dress code and wearing name badges identifying themselves as students;
- 6) Attending an orientation to be provided by their University instructors;
- 7) Notifying Agency immediately of any violation of state or federal laws by student; and by successfully passing a complete background check.
- 8) Providing services to Agency’s patients only under the direct supervision of Agency’s professional staff.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers’ compensation and any other insurance or benefits of any kind for University’s employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or Agency. For purposes of this agreement, however, students are trainees and shall be considered members of Agency’s “workforce” as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. Agency shall bear all costs associated with providing workers’ compensation coverage for student trainees.

III. AGENCY'S RESPONSIBILITIES

A. Clinical Experience. Agency shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with supervised clinical experience.

B. Agency Designee. Agency shall designate a member of its staff to participate with University's designee in planning, implementing, and coordinating the Program.

C. Orientation Program for University Instructors. Agency shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.D and II.F.6 above.

D. Access to Facilities. Agency shall permit students enrolled in the Program access to Agency facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with Agency's activities.

E. Records and Evaluations. Agency shall maintain complete records and reports on each student's performance and provide an evaluation to University on forms the University shall provide.

F. Withdrawal of Students. Agency may request that University withdraw from the Program any student who Agency determines is not performing satisfactorily, refuses to follow Agency's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for Agency's request. University shall comply upon receipt of the written request within five (5) business days.

G. Emergency Health Care/First Aid. Agency shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, Agency shall have no obligation to furnish medical or surgical care to any student.

H. Student Supervision. Agency shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Agency's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their Agency-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace Agency's staff. Agency's staff shall be adequate in number and quality to ensure safe and continuous health care services to the patients.

I. Agency's Confidentiality Policies. As trainees, students shall be considered members of Agency's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Agency's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Agency shall provide students with substantially the same training that it provides to its regular employees.

J. COVID-19 Representation.

Agency is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. Agency is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Agency becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this agreement shall not employ discriminatory practices in its selection of students and in its performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave.

V. STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either Agency or University for any purpose, including, but not limited to, compensation for services or welfare and pension benefits. However, as stated in section II.H. above, Agency shall provide workers’ compensation insurance for Students. Students are considered members of Agency’s “workforce” for purposes of HIPAA compliance.

VI. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University’s employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers’ compensation as required by law. Upon request, University shall provide Agency with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

B. Student Insurance. University shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student’s sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall be not less than two million dollars (\$2,000,000)

for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall require each student in the Program to present evidence of his or her professional liability coverage to Agency.

C. Agency Insurance. Agency shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Agency shall also maintain and provide evidence of workers' compensation for its employees as required by law. Agency shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. Agency shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Agency and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Agency agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, volunteers, representatives and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees arising out of or resulting from Agency's sole negligence, or in proportion to the Agency's comparative fault.

VIII. TERMS OF AGREEMENT

A. This Agreement may be terminated by either party after giving the other party thirty (30) days advance written notice of its intention to so terminate. Any such termination by the Agency shall not be effective, at the option of the University, for any student until such student has completed the Program for the then current academic year.

IX. GENERAL PROVISIONS

A. Amendments. **In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II.G.4(a)(b)(c); Section II.H, to the extent it provides that students are members of Agency's "workforce" for purposes of HIPAA; Sections III.I and V.** This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

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

E. Entire Agreement. This document contains the entire agreement and understanding of the parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. This Agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

California State University, Stanislaus

Del Puerto Health Care District

Date: _____

Date: _____

By: _____

By: _____

Name: Sheyenne Sousa

Name: _____

Procurement & Contract Services

Title: _____

Del Puerto Health Care District Board Meeting Calendar

2023

IMPORTANT DATES

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3		5		7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
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28	29	30	31			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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25	26	27	28	29	30	

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
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23	24	25	26	27	28	29
30	31					

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
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20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
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24	25	26	27	28	29	30

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
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22	23	24	25	26	27	28
29	30	31				

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Pay Days	
January 2	New Year's Day
January 16	Special Board Meeting
January 25	Finance Committee
January 30	Board Meeting
February 20	President's Day
February 22	Finance Committee
February 27	Board Meeting
March 22	Finance Committee
March 27	Board Meeting
April 19	Finance Committee
April 24	Board Meeting
May 17	Finance Committee
May 22	Special Board Meeting
May 29	Memorial Day*
June 21	Finance Committee
June 26	Board Meeting
July 04	Independence Day
July 19	Finance Committee
July 31	Board Meeting
August 23	Finance Committee
August 28	Board Meeting
September 04	Labor Day
September 20	Finance Committee
September 25	Board Meeting
October 25	Finance Committee
October 30	Board Meeting
November 22	Finance Committee
November 23	Thanksgiving
November 24	Friday after Thanksgiving
November 27	Board Meeting
December 20	Finance Committee
December 25	Christmas Day



Merced Community College District
Emergency Medical Services Programs Clinical
Affiliation Agreement
DEL PUERTO HEALTH CARE DISTRICT

This Emergency Medical Services (EMS) Clinical Affiliation Agreement (“Agreement”) is between Merced Community College District (“District”), a California community college district and political subdivision of the State of California, and (“Company”). District and Company are also referred to collectively as the “Parties” and individually as “Party.”

WHEREAS, District offers an approved healthcare education program leading to certification or licensure of its students as Emergency Medical Technicians and Paramedics, which require clinical training experience; and

WHEREAS, Company is a provider of emergency medical services and has the ability to provide this clinical training experience; and

WHEREAS, it is essential for Students in healthcare education programs at District to acquire such clinical training experience during their learning process; and

WHEREAS, it is beneficial to Company to contribute to the education of a future supply of healthcare professionals;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties hereto do hereby agree as follows:

1. **TERM.** This Agreement shall commence on _____ and shall continue in full force and effect thereafter until and including _____ (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

2. **TERMINATION.**

- A. **Termination without Cause.** Either Party may terminate this Agreement without cause by giving the other Party one full semester advance written notice. Students then enrolled in clinical training experience shall be entitled to complete the full semester prior to the termination of the Agreement.
- B. **Termination with Cause.** Either Party may terminate this Agreement at any time for cause upon delivery of a written notice to the other Party if the other Party materially defaults in the performance of any provision of this Agreement and such default continues for a period of thirty (30) days after delivery of a written notice to the other Party stating the specific default.

3. **GENERAL RESPONSIBILITIES OF DISTRICT.**

- A. **Designation of Students.** District shall designate students from those enrolled in its Emergency Medical Services (“EMS”) Program for assignment to Company for clinical training experience (“Students”). District shall designate a District staff member to coordinate the Students’ clinical training experience at the Company. Students must meet minimum requirements of EMS Program.
- B. **CPR Certification.** District shall require current Cardiac Pulmonary Resuscitation (“CPR”) certification of each EMS Student prior to beginning the clinical training experience. District shall advise the Students that they shall carry their CPR certification during the clinical training experience.
- C. **EMT Certification.** District shall require current EMT certification of each Paramedic Student prior to the beginning of the clinical training experience. District shall advise the Students that they shall carry their EMT certification during their clinical training experience.
- D. **Uniforms and Identification.** District shall require Students to wear the uniform requirements of the EMS Program, and the Company, if any. All Students shall be required to wear a photo ID nametag stating their name and institution and designating them as a Student.
- E. **Program Administration.**
 - i. District shall provide administrative service for attendance and academic records, and the preparation of official reports for local, state and other supervisory groups.
 - ii. District shall prepare the necessary schedules, directives and memoranda relating particularly to the EMS Program for the Company.

- iii. District shall provide a list of eligible Students who will be assigned to Company for clinical training experiences during that semester. District shall notify Company, in advance, of any changes in assignment of Students for clinical training experience made during the semester.
- iv. District will provide Company with the current clinical goals and objectives for Students.

- E. Facility Policies and Procedures. District shall direct Students to comply with the policies and procedures of the Company, including, but not limited to adherence to the EMT or Paramedic scope of practice as required by the Departments of Public Health County of Merced and County of Stanislaus, attached hereto and made a part hereof as Exhibit A.
- F. Protection of Health Information. District shall direct Students regarding confidentiality of patient information and governing use and disclosure of individually identifiable health information under federal law, specifically, 45 C.F.R. parts 160 and 164 (pertaining to the "Health Insurance Portability and Accountability Act"). Solely for the purpose of defining Students' role in relation to the use and disclosure of Company's protected health information, Students are defined as members of Company's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered to be employees of Company.

4. GENERAL RESPONSIBILITIES OF COMPANY.

- A. Access to Clinical Training Experience. Company shall provide experience and clinical training opportunities of educational value in appropriate clinical settings for learning experiences for Students designated by District and as prescribed by District's objectives.
- B. Acceptance of Students. Company shall accept Students designated by District for clinical training experience assignments. Students assigned to Company for clinical training experiences are under the supervision, control, and responsibility of Company while participating in clinical training experience.
- C. Orientation.
 - i. Company shall provide District with copies of appropriate policies and procedures.
 - ii. Company shall instruct all Students regarding the confidentiality of all information obtained concerning any patient, event, or occurrence while participating in clinical training experience.
 - iii. Company shall provide an individual qualified to provide instructional guidance who shall coordinate the training programs, the use of visual aids, and Student orientation to the organization, including workplace safety issues and other information specific to clinical training experience.
- D. Staff. Company's staff shall participate in the educational learning process as a resource to Student. Company's staff will not be decreased because Students are participating in clinical training experience.
- E. Medical Resources. Company shall provide access to patient care reports for patients encountered during clinical training experience for use by Students as appropriate and as mutually defined by Company and District.
- F. Patient Responsibility. Company shall at all times retain the authority and responsibility for patient care and related duties when Students are participating in clinical training experience.
- G. Removal from Assignment or Clinical Training Experience. Company may at any time summarily dismiss Students from a clinical training experience for causes related to the quality of patient care, or conduct of Students while participating in clinical training experience. Company must contact District's EMS Programs Director in the event of a Student dismissal and Company must provide a report to District and Student detailing the reason(s) for the dismissal, which reasons shall not be those prohibited under Section 9.
- H. Emergency Medical Care. Company shall provide emergency medical treatment for those Students who are injured or exposed to air or blood borne pathogens while participating in clinical training experience. An incident report shall be prepared by Company in accordance with Section I, below.
- I. Incident Report. While participating in clinical training experience, in the event that a Student is involved in an incident involving the health or safety of any individual, Company agrees to prepare a written incident report and provide a copy of such incident report to District, District EMS Programs Director, as well as to the involved Student. In the event that an investigation of an incident involving a Student is conducted by Company, District shall be provided with a copy of the results of the investigation.
- J. Licenses and Permits. Company shall maintain all approvals, licenses and permits required by the State of California, county or any local governmental agency, necessary to provide clinical training experience provided herein.

5. DISTRICT AND COMPANY FURTHER AGREE.

- A. Rules. Designated Students shall be subject to the rules and regulations of District and Company.
- B. Waiver. Prior to participating in clinical training experiences, Company will instruct Students to read, understand, and sign Company's internal clinical training waiver, attached hereto and made a part hereof as Exhibit B.
- C. Schedule. The semester dates and the days and hours of clinical training experience assignments shall be mutually agreed upon by District and Company. Clinical training experience shall take place at specific dates, times and at the approved locations. Company shall have a list of names of all Students with their training schedule.
- D. Student Health Insurance. Individual health insurance coverage is a responsibility and at the discretion of Students.
- E. No Student Payment.
 - i. Students shall receive no salary or stipend for the clinical service they may give in the course of clinical training experience, with the exception of Students who may have received a scholarship.
 - ii. Company may not furnish any uniform or transportation for Students.
- F. Healthcare Standards. The standards of the healthcare programs shall be maintained by District and Company at a level equal to or exceeding the standards set forth by the appropriate State regulatory agencies.
- G. Privacy of Student Records. The Parties acknowledge that Student educational and medical records are protected by the Family Education Rights and Privacy Act ("FERPA") and California law, and that Student permission must be obtained before releasing Student records. District agrees to provide guidance to Company with respect to complying with FERPA and associated state laws.
- H. Compliance with Laws. Both Parties agree to comply with all local, state and federal laws and regulations.

6. INDEMNIFICATION.

- A. Indemnification by District. District agrees to indemnify, defend and hold harmless Company and each of its parents, affiliates, subsidiaries, authorized representatives, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against District, Company or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by District, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of Company.
- B. Indemnification by Company. Company agrees to indemnify, defend and hold harmless District, District's Board of Trustees, and each of their parents, affiliates, subsidiaries, authorized representatives, officers, directors, agents, volunteers and employees, against any and all claims, lawsuits, damages, liabilities, losses, fines, penalties, expenses, judgments, demands and costs, including reasonable attorney's fees, whether against Company, District or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Company, save and except claims or litigation arising through the sole negligence or wrongdoing, or the sole willful misconduct of District.

7. INSURANCE.

- A. Student Insurance: School shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its students. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. School shall promptly notify Learning Site of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
- B. Learning Site Insurance: Learning Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Learning Site shall promptly notify School of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. DISPUTE RESOLUTION.

- A. In the event of any dispute arising under the terms of this Agreement, Company and District shall meet and confer within seventy-two (72) hours of the request of any Party with the objective of negotiating in good faith to resolve such dispute. If within seven (7) calendar days of this meeting, or such longer period as may be mutually agreed upon by the Parties, the dispute cannot be resolved by the Parties' mutual satisfaction, the Parties shall mutually select a mediator to facilitate the resolution of the dispute through mediation. The mediator shall conduct the proceedings as he or she deems appropriate to resolve the dispute. The fees and expenses of the mediator shall be divided equally between the Parties, provided that each Party shall be responsible for their own costs, including the costs of counsel, related to the mediation. Absent written agreement of the Parties to the contrary, the mediation process shall be completed or terminated within forty-five (45) days of the initial request for mediation.

9. NON-DISCRIMINATION.

- A. The Parties shall not discriminate on the basis of race, color, religion, nationality, national origin, ancestry, pregnancy, sex, genetic information, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or military or Vietnam-era veteran status in its acceptance, assignment, treatment, evaluation or compensation of Students who participate in programs sponsored or arranged by District.
- B. Consistent with the requirements of Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and Title II of the American with Disabilities Act, 42 U.S.C. § 12132 (collectively the "Acts") the Parties recognize their obligation to disabled Students who can meet the essential eligibility requirements of ride-along experience with or without reasonable accommodation. While the Acts do not require Company to substantially modify or lower its standards to accommodate disabled Students, the issue of reasonable accommodation depends on the individual circumstances of each Student, and this determination requires a fact-specific, individualized analysis of the disabled individual's circumstances and the accommodations that might allow him or her to meet ride-along experience standards. The Parties agree to participate in the accommodation process as required by law.

10. GENERAL TERMS AND CONDITIONS.

- A. Trademark/Logo Use. Company must obtain written approval from District's Public Information Office ("PIO") to use District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Company with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Company's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Company shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
- B. Independent Contractor. The Parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among District, Company, and/or Students, but rather as an agreement by and between independent contractors. Company shall not assume any liability under any employment law based on Students performing services, receiving education, or traveling pursuant to this Agreement. Students are volunteers at Company and are not employees of either Party during their ride-along experience. In accordance with applicable law, the District shall provide workers' compensation coverage during the course and scope of the Students' ride-along experience.
- C. Policies & Procedures and Rules & Regulations. Company will comply with District's policies, procedures, rules and regulations and applicable laws.
- D. Assignment. The obligation of Company pursuant to this Agreement shall not be assigned by Company without the express, written approval of District.
- E. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
- F. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

- G. Successors and Assigns. This Agreement shall be binding upon and be to the benefit of the Parties and their respective successors and permitted assigns.
- H. Non-Waiver. The failure of District or Company to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- I. Force Majeure. Neither Party shall be deemed in default or in violation of this Agreement if prevented from performing any obligation hereunder for any circumstance or reason beyond its control, including, without limitation, acts of God or of the public enemy, governmental restrictions or regulations, epidemics or pandemics, flood, storm, strikes, regulatory or legal delay or restraint. In this event, all or a portion of either Party's performance is rendered impossible, the Parties shall cooperate with each other and use their best efforts to remove the impediment or develop a substitute manner of performance.
- J. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service, (b) electronic mail, or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: **Merced Community College District**
3600 M Street
Merced, CA 95348
Phone: (209) 384-6000

Company: **Del Puerto Health Care District**
875 E Street
Patterson, CA 95363
Phone: (209) 892-8781

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

- K. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- L. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
- M. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Merced, California.
- N. Authority to Execute. The individual(s) executing this Agreement on behalf of Company is/are duly and fully authorized to execute this Agreement on behalf of Company and to bind Company to each and every term, condition and covenant of this Agreement.
- O. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- P. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

IN WITNESS WHEREOF, Parties hereby agree.

**DEL PUERTO HEALTH CARE DISTRICT
DISTRICT**

MERCED COMMUNITY COLLEGE

By:

By:

Print
Name

Karin Freese

Print
Name

Joe Allison

Print
Title

Chief Executive Officer

Print
Title

Vice President of Administrative Services

Date

Date

DRAFT

The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM

DEPT: CLERK OF THE BOARD

BOARD AGENDA: 9D

CONSENT CALENDAR: NO

AGENDA DATE: February 27, 2023

CEO CONCURRENCE: YES

4/5 VOTE REQUIRED: NO

SUBJECT: Election of Board Secretary

STAFF RECOMMENDATION: As required by the District Bylaws, on January 30, 2023 the Board nominated and elected the following officers for the 2023 calendar year:

- | | | |
|-----|----------------|--------------|
| 3.1 | PRESIDENT | Luis Avila |
| 3.2 | VICE PRESIDENT | Becky Campo |
| 3.4 | TREASURER | Anne Stokman |

The remaining vacant position is the Board Secretary. Staff recommends that the board seek a nomination from the directors and vote to elect them to the Office of Secretary.

3.3 SECRETARY. The Secretary shall (i) provide for the keeping of the minutes of all meetings of the Board, (ii) give or cause to be given appropriate notices, (iii) act as custodian of all records and reports and of the corporate seal, if any, assuring that it is affixed, when required by law, to documents executed on behalf of the District, and (v) shall have such other powers and perform such other duties as may be prescribed by the Board, the President or by these Bylaws.

SUGGESTED PROCEDURE:

- The President calls for nominations from the floor for the office of Board Secretary. Directors may nominate themselves or another Director.
- President then asks each Nominee, when named, if they accept or decline.
- When no further nominations, Nominees may make brief statement in favor of their candidacy.
- Election Process
 - Chair announces nominees
 - Chair calls for vote of each nominee by show of hands,
 - "All in favor of [1st nominee]." "All in favor of [2nd nominee]."
 - Clerk counts votes as taken
- Clerk announces winner.
- Winner immediately takes on role of that office

POLICY ISSUE: Fulfills Board of Director Bylaws

FISCAL IMPACT: None

DISTRICT PRIORITY: Good governance; transparency

STAFFING IMPACT: None

CONTACT PERSON: Cheryle Pickle, Clerk of the Board

ATTACHMENT(S): none

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**Board Meeting – February 27, 2023****9C-D. Star of Life Employee Commendation****Page 1 of 1****DEPT:** AMBULANCE**CONSENT CALENDAR:**

NO

CEO CONCURRENCE: YES**4/5 VOTE REQUIRED:**

NO

SUBJECT: **Star of Life Recognition**

STAFF RECOMMENDATION: Annually, the California Ambulance Association recognizes nominees from EMS services to be recognized with a Star of Life Award. The CAA's Annual Stars of Life Celebration recognizes and honors the dedicated professionals in the ambulance services industry. By sponsoring employees to be a Star of Life, the district provides wonderful memories for our employees, help them feel valued and respected, and gives our district local exposure and recognition for our ambulance operation.

DISTRICT PRIORITIES: Participation in this CAA event meets the following District priorities: recognition of employees for superior District service, participation in the California Legislative process by the District, participation in ambulance industry leadership, professional and state government networking.

CONTACT PERSON: Paul Willette

ATTACHMENTS: Resolution 2023-04 Recognizing Eddie Thompson, EMT
Resolution 2023-05 Recognizing Chantale Pakosz, Paramedic

RECOMMENDED ACTION:

ROLL CALL REQUIRED: No

RECOMMENDED MOTION: *That the Del Puerto Health Care District Board of Directors adopt Resolution 2023-04 and 2023-05 recognizing Patterson District Ambulance Star of Life Recipients.*

Resolution of Recognition and Appreciation

WHEREAS, EDDIE THOMPSON started with West Stanislaus Fire District as a volunteer in 1998.; and

WHEREAS, EDDIE THOMPSON became an EMT in 2003 to expand his medical knowledge and treatment options while continuing as a volunteer firefighter and joining Patterson District Ambulance part-time the same year; and

WHEREAS, EDDIE THOMPSON continues to work ambulance shifts when he isn't at Patterson High School and staffs special event and youth football shifts; and

WHEREAS, EDDIE THOMPSON has coordinated the local "Every 15 Minutes" program for more than 20 years and still finds time to become Santa Claus each year to the delight of Patterson residents young and old; and

WHEREAS, EDDIE THOMPSON teaches community CPR, excels in EMS, and exemplifies professionalism; and

WHEREAS, the Del Puerto Health Care District is fortunate to have dedicated staff committed to the mission of the Patterson District Ambulance;

NOW THEREFORE BE IT RESOLVED THAT

The Del Puerto Health Care District Board of Directors recognizes and appreciates the continuing service of EDDIE THOMPSON and **commends his selection for the 2023 California Ambulance Association 'Star of Life' Award.**

This Resolution of Recognition and Appreciation was adopted, inscribed, and conveyed to EDDIE THOMPSON with a copy to be included in the official minutes of the February 27, 2023, meeting of the Del Puerto Board of Directors.

Luis Avila, President

Becky Campo, Vice President

xxx, Secretary

Anne Stokman, Treasurer

Resolution of Recognition and Appreciation

WHEREAS, CHANTALE PAKOSZ became an Emergency Medical Technician (EMT) in 1996 and provided special event EMS standby services; and

WHEREAS, CHANTALE PAKOSZ began work as an ambulance EMT in 2001 to better apply her knowledge and treatment skills and went on to become a paramedic in 2006 to further her EMS career; and

WHEREAS, CHANTALE PAKOSZ came to Patterson District Ambulance in 2020 as a Clinical Education Specialist and paramedic, eagerly joined the PDA team, and is very effective in her CES role; and

WHEREAS, CHANTALE PAKOSZ is a genuine and caring person with a passion for helping people in her CES role and working shifts as a paramedic; and

WHEREAS, CHANTALE PAKOSZ is the epitome of a caring EMS professional; and

WHEREAS, the Del Puerto Health Care District is fortunate to have dedicated staff committed to the mission of the Patterson District Ambulance,

NOW THEREFORE BE IT RESOLVED THAT

The Del Puerto Health Care District Board of Directors recognizes and appreciates the continuing service of CHANTALE PAKOSZ and **commends her selection for the 2023 California Ambulance Association ‘Star of Life’ Award.**

This Resolution of Recognition and Appreciation was adopted, inscribed, and conveyed to CHANTALE PAKOSZ with a copy to be included in the official minutes of the February 27, 2023, meeting of the Del Puerto Board of Directors.

Luis Avila, President

Becky Campo, Vice President

x, Secretary

Anne Stokman, Treasurer

The Board of Directors of the Del Puerto Health Care District

BOARD ACTION SUMMARY

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA: 9F

CONSENT CALENDAR: NO

AGENDA DATE: February 27, 2023

CEO CONCURRENCE: YES

4/5 VOTE REQUIRED: NO

SUBJECT: Appointment of Treasurer and one Director to Finance Committee

STAFF RECOMMENDATION: Appoint one director to join Treasurer on the Finance Committee.

CONSIDERATIONS: The Finance Committee is charged with reviewing the details and financial transactions of the District regularly and typically meets once per month, reviews financial transactions, detailed financial reports, bank and credit card reconciliations, warrants. Submits summary financial report to Board of Directors for acceptance.

SUGGESTED PROCEDURE:

- President reviews the last Board member in this role
- President calls for volunteers from the Board.
- Directors volunteer themselves
- If there is more than one volunteer, then each volunteer may make brief statement in favor of their appointment.
- President appoints one volunteer to be the District representative to the Finance Committee
- Appointee takes on role immediately

POLICY ISSUE: Fulfills Bylaws; The President shall appoint all Board committee members

FISCAL IMPACT: None

DISTRICT PRIORITY: Good governance; transparency

STAFFING IMPACT: None

CONTACT PERSON: Karin Freese

ATTACHMENT(S): None

RECOMMENDED ACTION:

PRESIDENT ACTION:

I appoint _____ to serve on the Finance Committee for the 2023 Calendar Year.

The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM

DEPT: CLERK OF THE BOARD	BOARD AGENDA:	9G
CONSENT CALENDAR: NO	AGENDA DATE: February 27, 2023	
CEO CONCURRENCE: YES	4/5 VOTE REQUIRED:	NO

SUBJECT: Appointment of Representative to West Side Health Care Task Force (WSHCTF)

STAFF RECOMMENDATION: A volunteer from the Board of Directors be appointed to the WSHCTF

CONSIDERATIONS: The West Side Health Care Task Force meet periodically with interested provider representatives, public agencies, and others to discuss the status and projects to increase health and wellness on the West Side. The representative submits a summary report to Board of Directors after each WSHCTF meeting.

SUGGESTED PROCEDURE:

- President reviews the last two Board members in this role
- President calls for volunteers from the Board.
- Directors volunteer themselves
- If more than one volunteer, each volunteer may make brief statement in favor of their appointment.
- President appoints one volunteer to be the District representative to the WSHCTF
- Appointee takes on role after the current Director reports out

POLICY IMPACT The President shall appoint all Board committee members

FISCAL IMPACT: None

DISTRICT PRIORITY: Community Engagement

STAFFING IMPACT: None

CONTACT PERSON: Karin Freese

ATTACHMENT(S): none

RECOMMENDED ACTION:

PRESIDENT ACTION:

I appoint _____ to serve as the District representative on the West Side health Care Task Force for the 2023 Calendar Year.

The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM

DEPT: FOUNDATION	BOARD AGENDA:	9H
CONSENT CALENDAR: NO	AGENDA DATE: February 27, 2023	
CEO CONCURRENCE: YES	4/5 VOTE REQUIRED:	NO

SUBJECT: 2023 DPHC Foundation Trustee Nomination and Appointment

STAFF RECOMMENDATION: A Board volunteer be appointed to the DPHC Foundation for 2023

CONSIDERATIONS: The Foundation Board of Trustees will elect its Trustees at the annual meeting. If no election is held at the annual meeting, the Trustees will continue to serve until the next election. If the Trustee was appointed from the Del Puerto Board of Directors, the successor shall be selected from the Del Puerto Board of Directors.

SUGGESTED PROCEDURE:

- President reviews the last two Board members in this role: current Board representatives on the Foundation are Anne Stokman and George Mac Master
- President calls for volunteers from the Board.
- Directors volunteer themselves
- If more than two volunteers, each volunteer may make brief statement in favor of their appointment.
- President appoints one volunteer to be the District representative to the WSHCTF
- Appointee takes on role after the current Director reports out

POLICY IMPACT The President shall appoint all Board committee members

FISCAL IMPACT: None

DISTRICT PRIORITY: Community Engagement

STAFFING IMPACT: None

CONTACT PERSON: Karin Freese

ATTACHMENT(S): none

RECOMMENDED ACTION:

PRESIDENT ACTION:

I appoint _____ to serve as the District representative on the Del Puerto Health Care Foundation for the 2023 Calendar Year.

The Board of Directors of the Del Puerto Health Care District

Board Meeting – February 27, 2023

9I Purchase New AmbulancePurchase New Ambulance

Page 1 of 2

DEPT: Patterson District Ambulance

CEO CONCURRENCE: Yes

CONSENT CALENDAR: No

4/5 Vote Required: No

SUBJECT: Purchase of Replacement Ambulance

STAFF RECOMMENDATION:

1. Follow the Ambulance Replacement Plan (see attached report)
2. Purchase a replacement ambulance and retire an existing one with higher-than-average repairs costs and low reliability.
3. Approve a “not to exceed” \$289,450 budget for a new Type III ambulance.
4. Authorize CEO to approve the Director of Ambulance Services ambulance ordered within Board approved cost range.

DISCUSSION:

Age of Fleet = Increasing Costs & Less reliability:

Cost: Staff propose to purchase the same ambulance as in 2019 & 2021. The estimate has come in 23% higher than the ambulance we purchased two years ago; additionally, the State of California charges all agencies a Sales and Use Tax:

	Lifeline Victoryliner
2021 Type 3 Ambulance	\$241,424
Sales Tax / Use Fee (7.735%)	\$18,674
SUB TOTAL AMBULANCE:	\$260,098

Radios, Modem, antennas, and installation	\$8,334
Radio Modem Installation	\$1,320
Delivery from Ohio	\$5,900
SUB TOTAL EQUIPMENT/INSTALLS:	\$15,554

CONTINGENCY 5%:	\$13,798
------------------------	-----------------

TOTAL AMBULANCE PURCHASE COST:	\$289,450
Power Load System (already approved)	\$23,078
Total Ambulance Replacement Cost	\$312,528
Increase over 2021	23%

Financing: As replacement equipment this ambulance is not eligible for mitigation impact fees. At Fiscal Year End 2022 the District has \$588,002 in the asset replacement fund, to which an additional \$310,000 should be added through Board action in March 2023 for a total asset replacement fund of \$898,000. Financing may be an option to explore, and the CEO will propose payment options (cash, loan, lease) to Finance Committee and Board by July 31, 2023.

The Board of Directors of the Del Puerto Health Care District

Board Meeting – March 29, 2021

9I Purchase New AmbulancePurchase New Ambulance

Page 2 of 2

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2023-06

MOTION: To authorize the Director of Ambulance Operations to order and equip a 2023 Ford Type III Victoryliner ambulance at a cost not to exceed \$289,450 and to authorize the CEO to sign all necessary purchase orders. The CEO will propose payment options (cash, loan, lease) to the Finance Committee and Board no later than July 31, 2023.

BOARD MEETING ACTION SUMMARY

MOTION AMENDED: YES NO

AMENDMENT:

<i>Made By</i>	<i>Motion</i>	<i>Second</i>
<i>President Avila</i>		
<i>Vice President Campo</i>		
<i>Secretary</i>		
<i>Treasurer Stokman</i>		
<i>Director Zone 4 Vacant</i>		

VOICE VOTE TAKEN: YES NO

_____ Pass _____ Fail _____ Mixed – take Roll Call Vote

<i>Roll Call Vote</i>	<i>Aye</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>President Avila</i>				
<i>Vice President Campo</i>				
<i>Secretary</i>				
<i>Treasurer Stokman</i>				
<i>Director Zone 4 Vacant</i>				

MOTION IS:

- _____ *Approved*
 _____ *Denied*
 _____ *Approved as amended*
 _____ *Other*

Attest:

Cheryle Pickle, Clerk of the Board of Directors



LIFE LINE
EMERGENCY VEHICLES
Proven in Every Direction.

P.O. Box 299 - Sumner, IA 50674

Phone (563) 578-3317 - Fax (563) 578-3305

02-17-2023

**Del Puerto Health Care District
dba Patterson District Ambulance
Attn: Paul Willette, Director
Karin Hennings, CEO
875 E Street / P.O. Box 187
Patterson, CA. 95363**

Purchase Contract Proposal for; Del Puerto Health Care District

(1) One NEW Type III Victoryliner Ambulance. Module Length 168” & 72” headroom on a 2024 Ford E-450 DRW Chassis with 158” Wheelbase and Liquid Spring Suspension.

Thank you very much for allowing Life Line Emergency Vehicles this opportunity to submit a Contract proposal for your next New Ambulance.

Below is Life Line Emergency Vehicles Contract price for a 2024 Ford E-450 Victoryliner model with the attached work order.

A New Type III Victoryliner Ambulance that will be on a 2024 Ford E-450 with a 7.3 Liter Gas engine and 158” wheelbase. Life Line will also install a customer supplied Stryker Power Load 6390 cot litter retention system along with floor structure upgrades and electrical hook ups. Does not include a Cot.

The amount due to Life Line Emergency Vehicles upon pick up will be.....\$ 241,424.00.

This price includes for one person.

(1) one-way airfare from California to Cedar Rapids, Iowa.

One- or two-nights hotel accommodations and transportation to and from airport and hotel to factory.

And all meals included while at Life Line.

OPTIONAL ITEMS:

Delivery

The ambulance can be trucked to Patterson, California through a Transportation trucking company that Life Line will set up for the customer for an additional..... \$5,900.00.



LIFE LINE
EMERGENCY VEHICLES
Proven in Every Direction.

P.O. Box 299 - Sumner, IA 50674

Phone (563) 578-3317 - Fax (563) 578-3305

Pg. 2

If you agree with the Quotation & work order that is attached along with the Contract proposal, please sign and date below.
Or you may provide a letter of intent on your Letterhead or a P.O.

Date Accepted: _____

Life Line Emergency Vehicles Inc.

David B. Seitsinger 02-17-2023

Signed: _____

Del Puerto Health Care dba Patterson
District Ambulance. Karin Hennings CEO.

David B. Seitsinger, Regional Sales Mgr.
Life Line Emergency Vehicle Officer



LIFE LINE
EMERGENCY VEHICLES

Full 22 Page Order Available Upon Request

QUOTATION

Del Puerto Health Care District
Paul Willette
875 E Street
P.O. Box 187
Patterson, CA 95363
209-892-2618
Paul.Willette@dphealth.org

Derl Puerto Health Care District
Paul Willette
875 E Street
Patterson, CA 95363
1-209-892-2618
Paul.Willette@dphealth.org

Exp. Date: 03/31/2023
Quote No: DS2024-0001
Job/Order No: 565524VL
BODY: VICTORY B 167" VICTORYLINER TYPE III

02/17/2023

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		== 167" VICTORYLINER TYPE III - 1.000 10/03/22 ==		LLE
		MASTER PARTS REVISION DATE (Start 10-03-22 to 01-10-23)		LLE
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1	LLE
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: 1-24-23 Draft Work Order Process Date: 1st Dealer Draft Date: Final Dealer Draft Date: Sign-Off Date: Parts/Drafting/Paint: Shop Release Date:	1	LLE



Lori Valdovinos

EMT
11 Years





SUSI PEREZ

CLINICAL MA

7 YEARS



Executive Summary

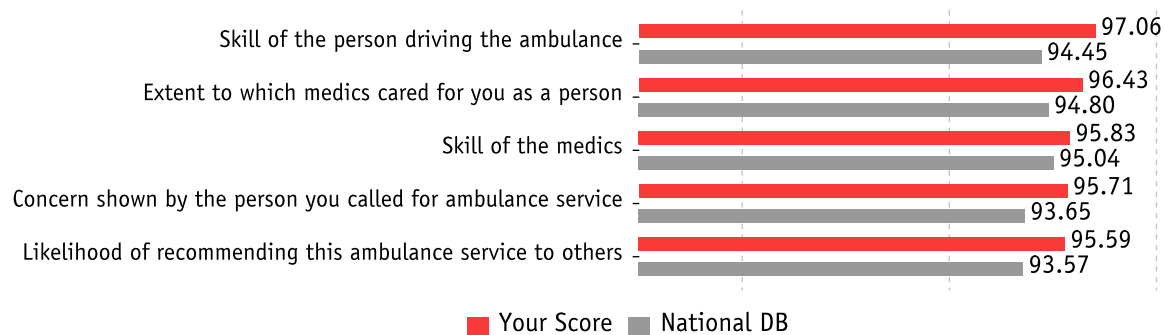
Your overall score for the time period selected is **93.90**. This is a difference of **0.94** from your previous period's score of **92.96**.

Your overall Top Box score, which represents the percentage of the highest possible rating Very Good, is **79.51%**.

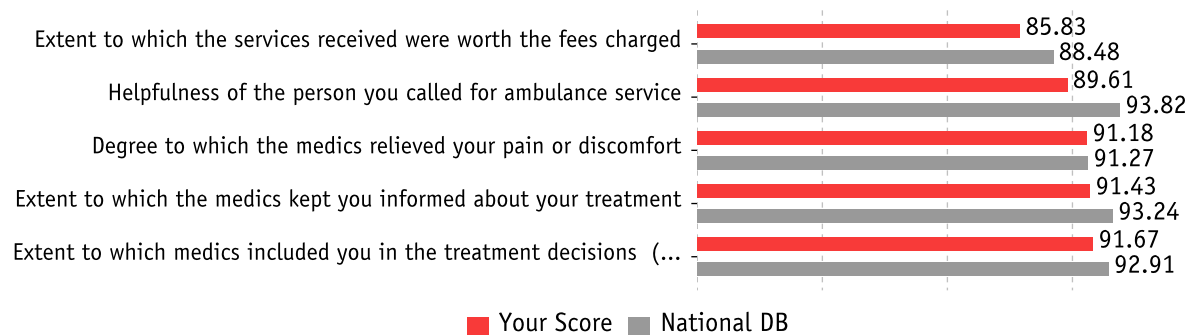
In addition, your rolling 12- month score of **93.36** is a difference of **0.92** from the national database score of **92.44**.

When compared to all organizations in the national database, your score of **93.36** is ranked **35th** and **22nd** for comparably sized organizations.

5 Highest Scores



5 Lowest Scores



Patterson District Ambulance
October 1, 2022 to December 31, 2022

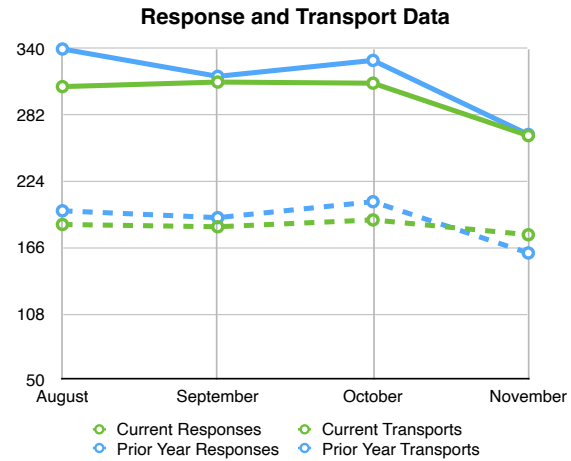
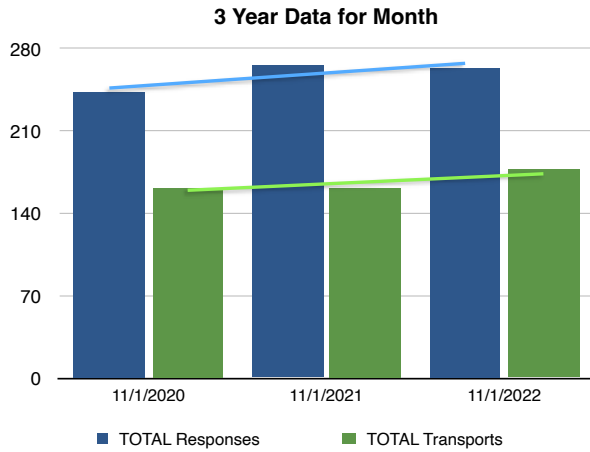


Benchmark Comparison

	Your Company	Total DB	Similar Sized	California
Helpfulness of the person you called for ambulance service	89.61	93.82	94.15	93.37
Concern shown by the person you called for ambulance service	95.71	93.65	93.89	93.08
Extent to which you were told what to do until the ambulance	94.85	92.37	92.76	91.77
Extent to which the ambulance arrived in a timely manner	93.92	92.80	93.08	93.00
Cleanliness of the ambulance	95.14	95.08	95.42	94.75
Comfort of the ride	95.59	88.22	88.97	89.33
Skill of the person driving the ambulance	97.06	94.45	94.94	94.66
Care shown by the medics who arrived with the ambulance	95.14	94.93	95.46	94.52
Degree to which the medics took your problem seriously	94.85	94.78	95.31	94.14
Degree to which the medics listened to you and/or your family	94.29	94.50	94.81	93.65
Skill of the medics	95.83	95.04	95.32	94.18
Extent to which the medics kept you informed about your	91.43	93.24	93.52	92.06
Extent to which medics included you in the treatment decisions	91.67	92.91	93.29	91.67
Degree to which the medics relieved your pain or discomfort	91.18	91.27	91.69	90.41
Medics' concern for your privacy	93.57	93.79	94.01	92.95
Extent to which medics cared for you as a person	96.43	94.80	95.27	93.84
Professionalism of the staff in our billing office	93.75	88.93	89.69	87.65
Willingness of the staff in our billing office to address your	93.75	89.01	89.81	87.38
How well did our staff work together to care for you	95.00	93.81	94.45	93.01
Extent to which our staff eased your entry into the medical	94.12	93.89	94.29	92.80
Appropriateness of Emergency Medical Transportation treatment	94.12	93.94	94.43	93.22
Extent to which the services received were worth the fees	85.83	88.48	89.70	87.22
Overall rating of the care provided by our Emergency Medical	93.94	94.01	94.54	93.21
Likelihood of recommending this ambulance service to others	95.59	93.57	94.40	92.43
Overall Score	93.90	92.97	93.47	92.26

Patterson District Ambulance Response Report November 1, 2022 - November 30, 2022 Monthly Response Summary

	P91	P92	P93	P1	WS	AMR	PDA TOTALS	Other TOTALS	GRAND TOTALS
Responses	112	124	27	2	19	15	263	34	297
Transports	79	76	21	0	11	6	176	17	193
Transport %	70.54%	61.29%	77.78%		57.89%	40.00%	66.92%	50.00%	64.98%
Cancelled Response	14	17	1						
Adjusted Transport %	80.61%	71.03%	80.77%						



Mutual Aid Responses

	Westside		AMR	
	Responses	Transports	Responses	Transports
INTO District	19	11	15	6
OUT of District	14	9	61	16

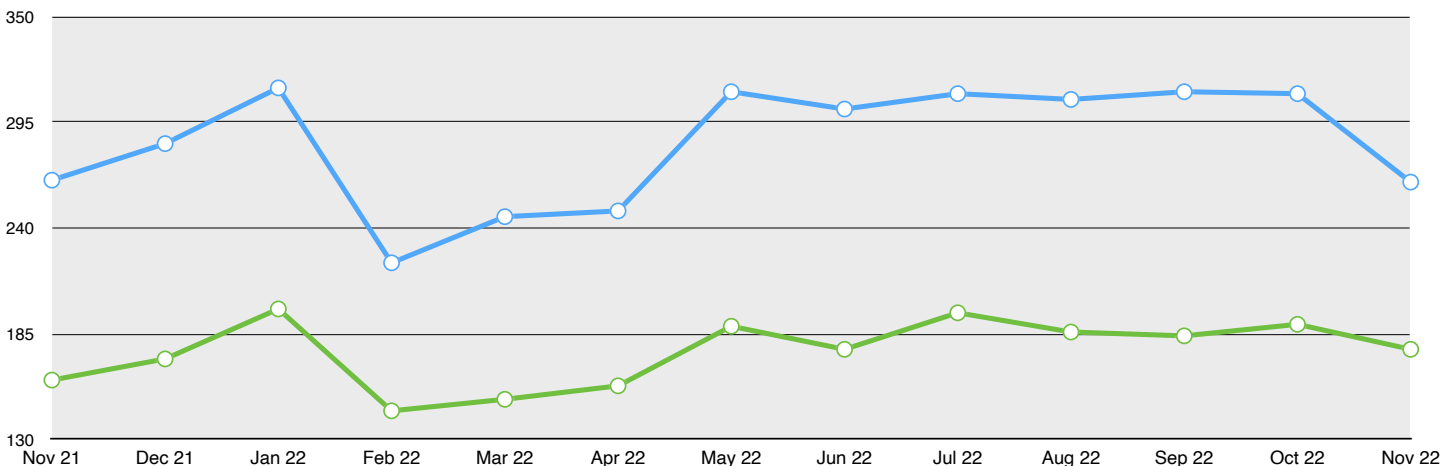
PDA In District Response %

Last Month %	This Month %	NET Change %
88.55%	88.55%	0.00%

Rolling Compliance Periods - Snapshot on <Pending>

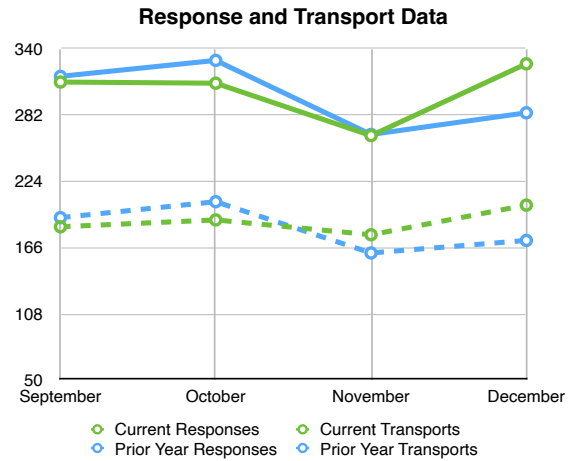
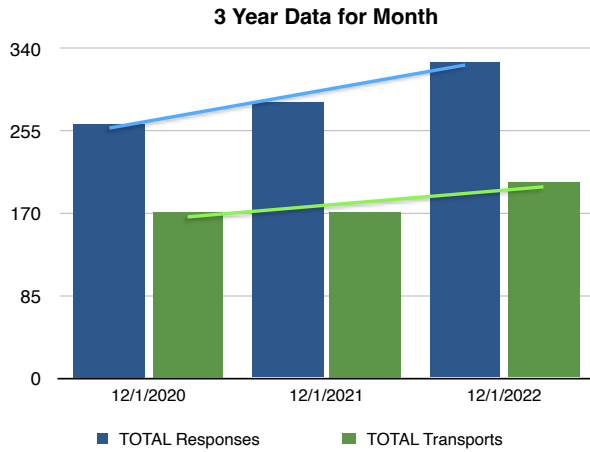
Urban		Suburban		Rural	
Code 3	Code 2	Code 3	Code 2	Code 3	Code 2
0%	0%	0%	0%	0%	0%

Rolling 12 Months - Responses / Transports



Patterson District Ambulance Response Report December 1, 2022 - December 31, 2022 Monthly Response Summary

	P91	P92	P93	P1	WS	AMR	PDA TOTALS	Other TOTALS	GRAND TOTALS
Responses	146	146	35	2	9	7	327	16	343
Transports	94	85	24	0	6	3	203	9	212
Transport %	64.38%	58.22%	68.57%		66.67%	42.86%	62.08%	56.25%	61.81%
Cancelled Response	18	20	3						
Adjusted Transport %	73.44%	67.46%	75.00%						



Mutual Aid Responses

	Westside		AMR	
	Responses	Transports	Responses	Transports
INTO District	9	6	7	3
OUT of District	25	13	77	23

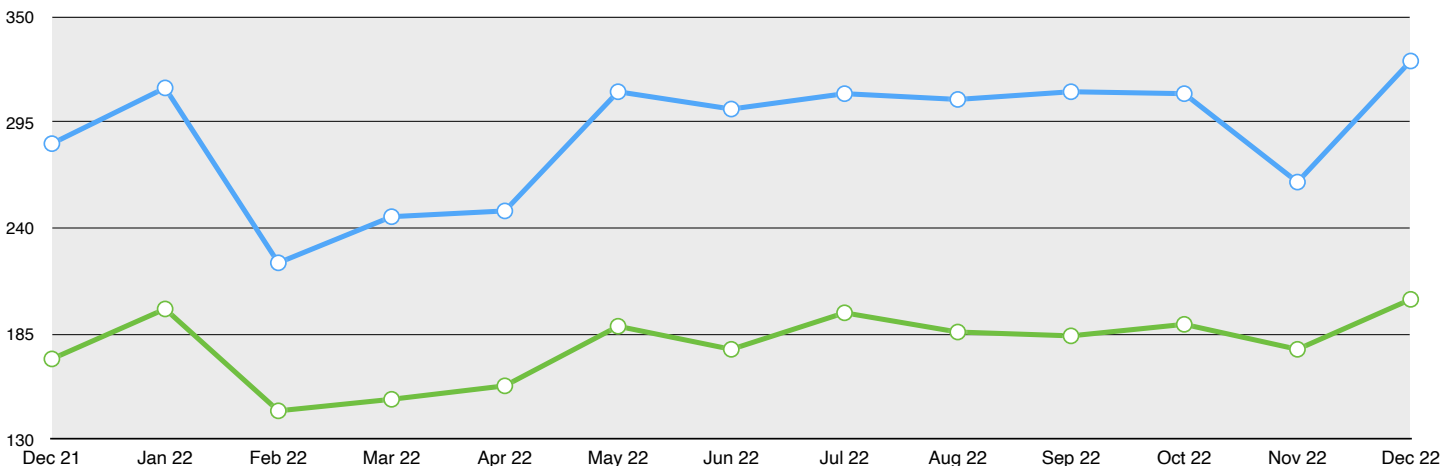
PDA In District Response %

Last Month %	This Month %	NET Change %
88.55%	93.68%	5.13%

Rolling Compliance Periods - Snapshot on <Pending>

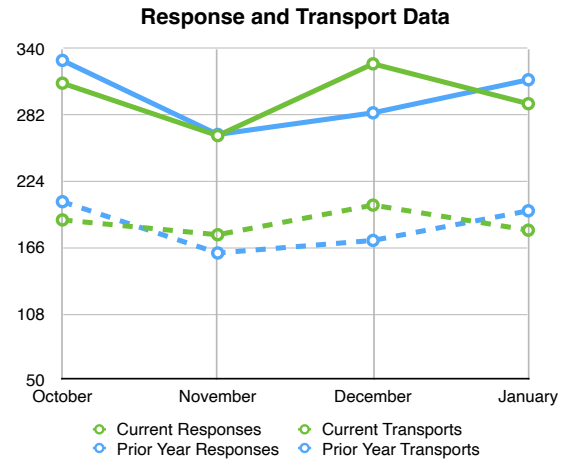
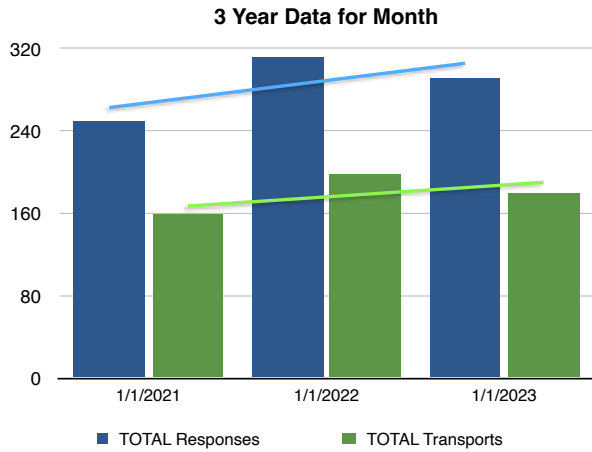
Urban		Suburban		Rural	
Code 3	Code 2	Code 3	Code 2	Code 3	Code 2
0%	0%	0%	0%	0%	0%

Rolling 12 Months - Responses / Transports



Patterson District Ambulance Response Report January 1, 2023 - January 31, 2023 Monthly Response Summary

	P91	P92	P93	P1	WS	AMR	PDA TOTALS	Other TOTALS	GRAND TOTALS
Responses	128	130	34	4	16	4	292	20	312
Transports	82	75	24	0	7	1	181	8	189
Transport %	64.06%	57.69%	70.59%		43.75%	25.00%	61.99%	40.00%	60.58%
Cancelled Response	16	16	4						
Adjusted Transport %	73.21%	65.79%	80.00%						



Mutual Aid Responses

	Westside		AMR	
	Responses	Transports	Responses	Transports
INTO District	16	7	4	1
OUT of District	13	5	37	11

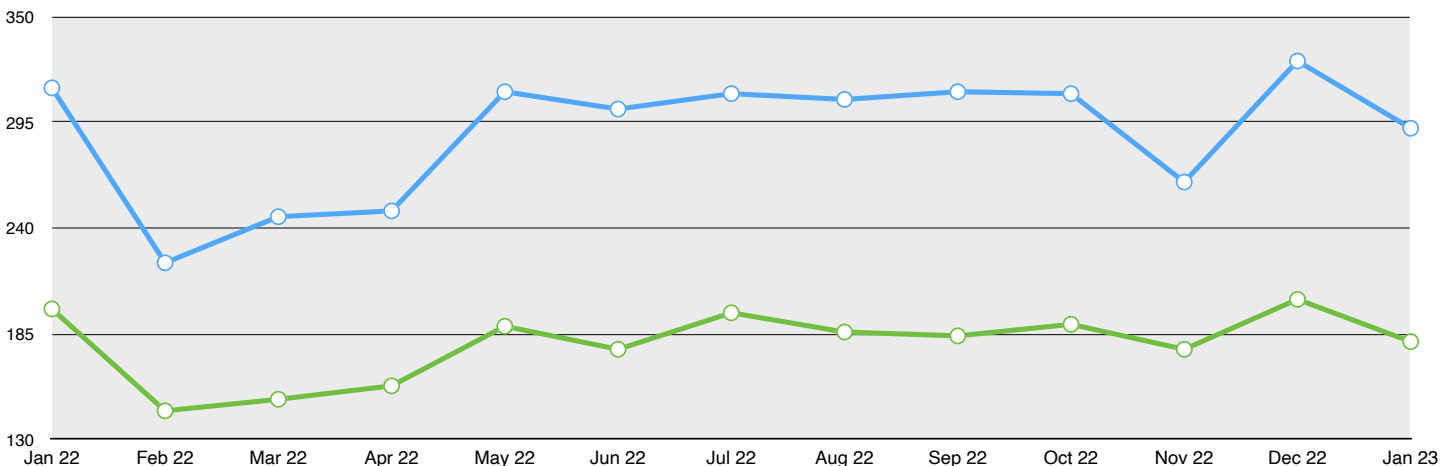
PDA In District Response %

Last Month %	This Month %	NET Change %
93.68%	93.52%	-0.16%

Rolling Compliance Periods - Snapshot on <Pending>

Urban		Suburban		Rural	
Code 3	Code 2	Code 3	Code 2	Code 3	Code 2
0%	0%	0%	0%	0%	0%

Rolling 12 Months - Responses / Transports



You have limited access to Smartsheet. [Upgrade to use premium features](#)

Executive Summary Snapshot

01/31/23 12/31/22 12 Month Avg



Revenue Cycle Performance

01/31/23 12/31/22 12 Month Avg

Gross Charges

\$832,178.00 \$918,741.00 \$826,301.75

Month Ending

01/31/23

Charges by Class

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	\$373,308.00	\$444,236.00	\$336,574.3
Medicaid	\$259,140.00	\$245,470.00	\$276,207.5
Insurance	\$126,275.00	\$147,995.00	\$157,395.8
Self Pay	\$73,455.00	\$81,040.00	\$56,124.0
Facility			

Transports & Billable Dry Runs

195 224 204

01/31/23 12/31/22 12 Month Avg

Collections

\$204,693.00 \$141,217.00 \$207,497.08

Collection % Gross

24.6% 15.4% 25.1%

Collections by Class

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	\$29,215.00	\$35,151.00	\$47,463.0
Medicaid	\$37,993.00	\$30,101.00	\$28,146.6
Insurance	\$123,340.00	\$71,560.00	\$121,787.6
Self Pay	\$14,145.00	\$4,405.00	\$10,099.7
Facility			

Contractual Adjustments

\$576,933.00 \$597,730.00 \$549,199.08

Accounted for Funds

93.9% 78.2% 94.9%

Write Offs

\$114,375.00 \$26,024.00 \$50,206.42

Aging by Range

Payor Class	Current Month	Previous Month	12 Month Avg
0 - 30	\$249,820.00	\$146,951.00	\$214,701.58
31 - 60	\$267,665.00	\$248,739.00	\$207,952.67
61 - 90	\$156,416.00	\$136,219.00	\$110,967.50
91 - 120	\$65,842.00	\$69,655.00	\$60,477.67
120+	\$205,750.00	\$225,469.00	\$173,089.25

Transports by Class

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	85	104	71
Medicaid	60	58	61
Insurance	28	33	31
Self Pay	22	29	21
Facility			

Average Daily Revenue

\$27,739.27 \$29,636.81 \$27,543.39

Revenue Per Transport

\$4,267.58 \$4,101.52 \$4,060.45

Aging Payor Class

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	\$158,383.00	\$102,158.00	\$96,970.92
Medicaid	\$74,538.00	\$94,270.00	\$65,557.92
Insurance	\$400,751.00	\$331,772.00	\$354,428.08
Self Pay	\$302,412.00	\$294,208.00	\$241,360.50
Facility	\$9,410.00	\$4,625.00	\$8,514.06

Pay Mix Transports

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	43.6%	46.4%	38.1%
Medicaid	30.8%	25.9%	34.1%
Insurance	14.4%	14.7%	17.6%
Self Pay	11.3%	12.9%	10.2%
Facility	0.0%	0.0%	0.0%

Collections Per Transport

\$1,049.71 \$630.43 \$1,019.64

Days Sales Outstanding

34 30 28

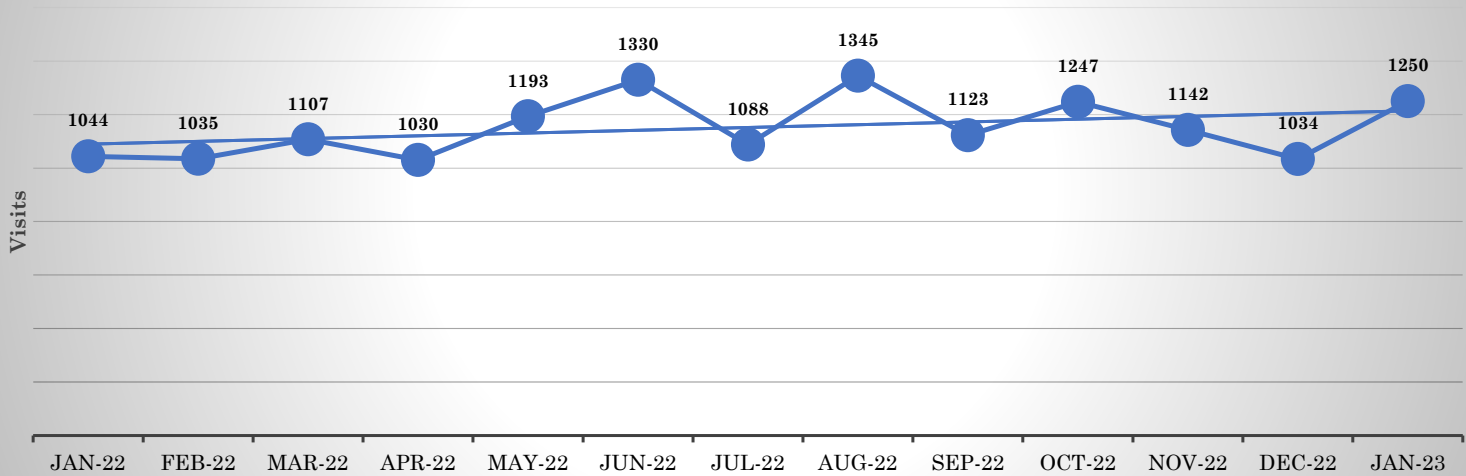
Pay Mix Aging

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	16.8%	12.4%	12.6%
Medicaid	7.9%	11.4%	8.5%
Insurance	42.4%	40.1%	46.2%
Self Pay	32.0%	35.6%	31.5%
Facility	1.0%	0.6%	1.1%

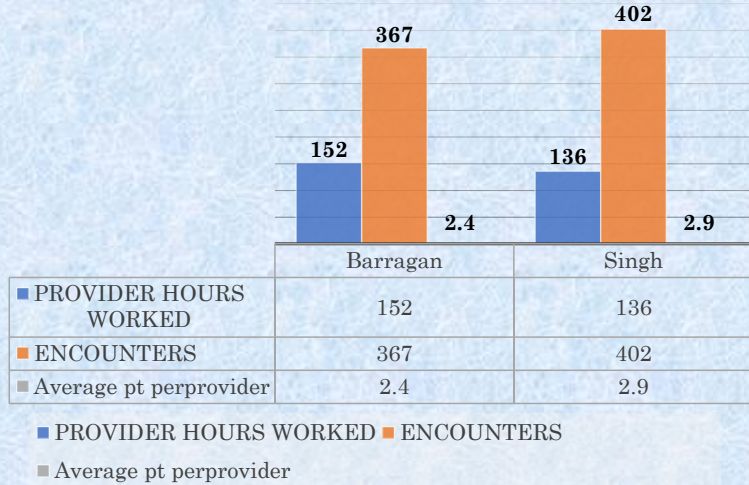
Contractual Allowance Per Transport

\$2,958.63 \$2,668.44 \$2,698.77

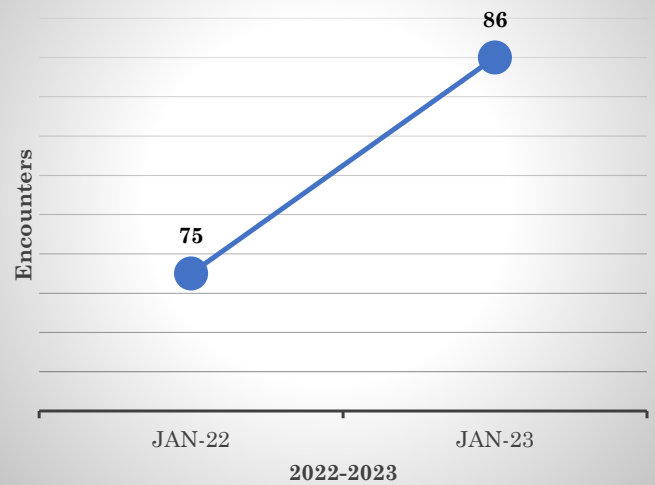
Total Visits Combined Jan. 2022-Jan 2023



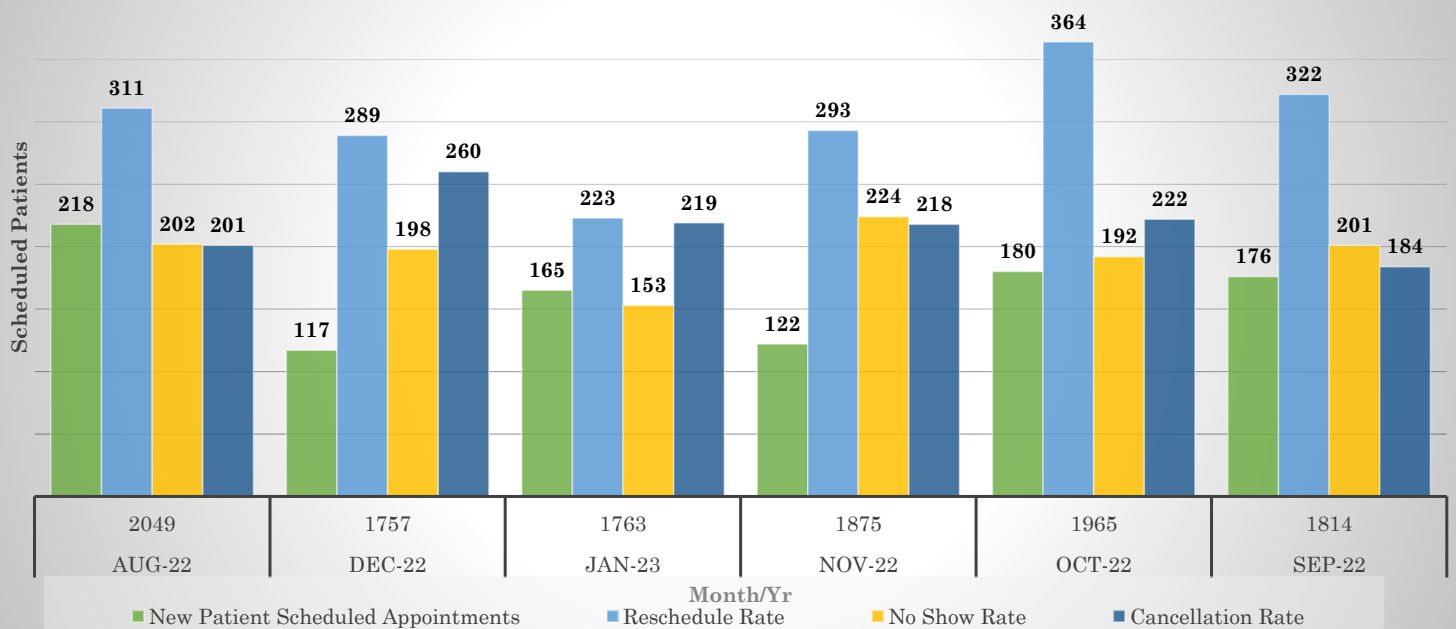
Encounters By Provider Primary Care



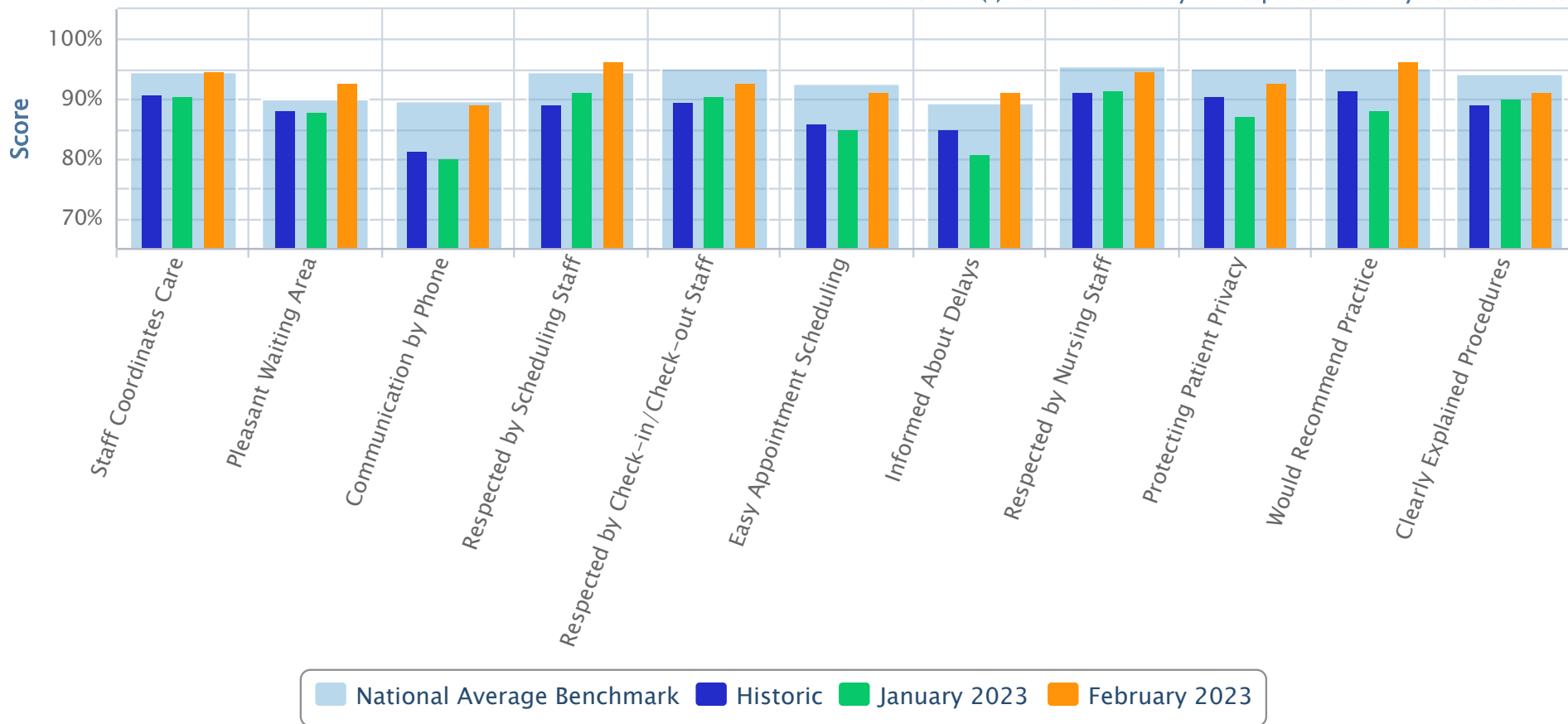
Behavioral Health Encounters



Schedule Management



Red outline(s) have collected very few responses and may not be accurate.



Reporting > Practice NPS


January 1, 1970 - February 21, 2023

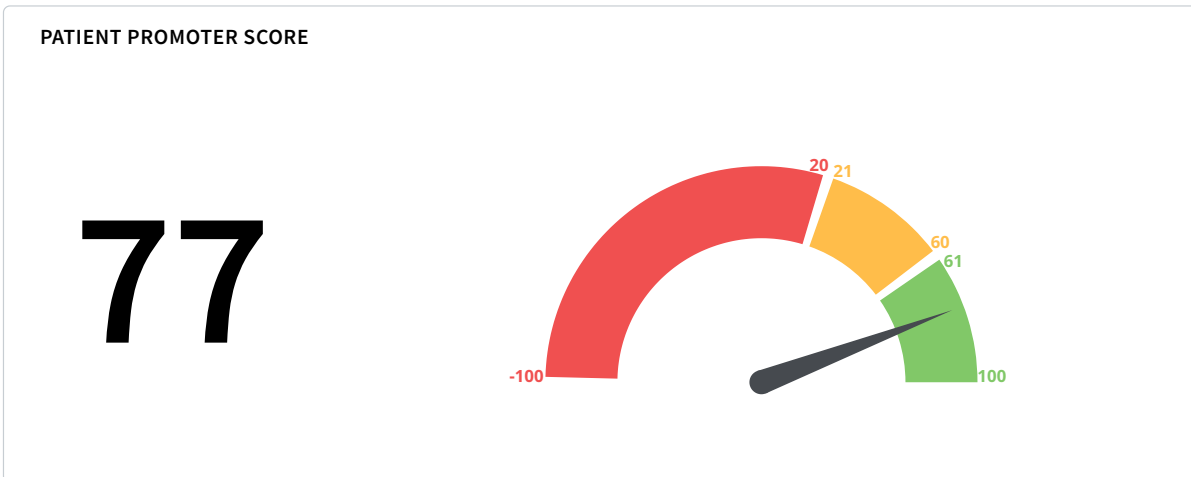
Check

- Home
- Messages
- Alerts
- Reports
- Settings

 **243 | 83.2%**
Promoters

 **30 | 10.3%**
Passives

 **19 | 6.5%**
Detractors



Surveys Delivered
1567

Responses 19%
292

Patient Feedback 6%
91

Email 8% Text 11%
119 **173**

Del Puerto Health Care District

Chief Executive Report – February 27, 2023

Karin Freese

Financial Summary Report in Board Packet

- Financial position as of Jan 31, 2022
 - \$3.9 million in liquid assets
 - \$723k in accounts receivable
 - \$519k in current liabilities

Health Center

- Quality update February 22, 2023

Measure Name	Goal	Feb-23	Nov-22
Adolescent well-care visits	65%	47%	41%
Blood Pressure Control for Patients With Diabetes (BPD)	90%	50%	71%
Blood Pressure Screening	100%	74%	55%
Cervical cancer screening (CCS)	65%	13%	19%
Colorectal cancer screening (COL)	65%	5%	9%
Eye Exam for Patients with Diabetes (EED)	90%	1%	1%
Patients With Diabetes: HbA1c control <8.0% (HBD1)	90%	44%	50%
Well-child visits, 18 months-3 years	100%	39%	48%
Well-child visits, birth-18 months	100%	71%	69%

Ambulance

- Transports continue to increase.
- Continually recruiting for Paramedics and EMTs

Legislation/Advocacy

- See CSDA Take Action Brief and Brief on Initiative #21-0042A1 (AKA #1935), a constitutional amendment to limit the ability of voters and state and local governments to raise revenues for government services.
- ACHD priorities – hospital seismic funding, Medi-Cal reimbursement rates,

Community:

- DPHC was represented at the 2/21 City Council meeting.
- Working to recertify our CPR instructors so we can begin to off CPR Saturdays.
- Monthly meetings established with City of Patterson Mayor.

Strategic Planning

- Annual Board Retreat in late April?
- Seeking cost to establish and operate Radiology/Imaging on the west side for two-years.

Facilities

- No space in ambulance quarters for 3rd 24-hour crew
- Security fencing options and quotes being obtained.

Del Puerto Health Care District

Required Biennial Board Training On Demand Options

- Board of Directors biennial training (Harassment and Ethics) required – available online or in-person, but must be completed by the end of March.

<p><u>2023 Ethics AB 1234 Compliance Training</u></p>	<p>On-Demand Webinar Presenters: Gary Bell and Alexandra Jack, Colantuono, Highsmith & Whatley PC</p> <p>State law requires two hours of ethics training every two years and within one year of taking office. Training is also required for certain employees. This webinar or presentation will fulfill this requirement with up-to-date examples, recent developments in the law, and current guidance from the Fair Political Practices Commission (FPPC).</p> <p>Duration: 2 hours</p>
<p><u>2023 Sexual Harassment Prevention Training for Supervisors</u></p>	<p>On-Demand Webinar Presenters: Cassandra Lo, Richards Watson Gershon</p> <p>This two-hour presentation will comply with the requirements of AB 1825 and AB 1661 and will cover: what constitutes sexual harassment and discrimination in the workplace, how to recognize and avoid harassment, what procedures to follow if you witness harassment or are harassed yourself, the potential consequences - including personal liability - of harassment, what constitutes abusive conduct in the workplace in compliance with AB 2053, and orientation, gender identity and gender expression in compliance with SB 396.</p> <p>Duration: 2 hours</p>

Del Puerto Health Care District

Design Build and Design Bid Build Pro/Con List

Design Build

Generally, in lieu of typical competitive bidding that involves two contracts (one for the Architect and one for the Contractor), the Design-Build delivery method allows public entities to enter just one agreement with a Design-Build Entity, which would complete design of the project and then construct it. Thus, the Design-Build Entity must have both an Architect and Contractor on its team. The public entity usually provides a partial design (the “bridging documents” or “design criteria”), and the Design-Build Entity then completes the design and performs the construction work for the price as defined in the contract documents. Uses Best Value selection criteria (see below.)

PROS:

- No change orders unless a defined scope modification by the Owner
- Not beholden to the lowest bidder. Selection criteria is based upon “Best Value.”
- Generally, all parties work better as team
- Pre-qualifying process of bidding contractors is easier.
- The DBE provides a Guaranteed Maximum Price (GMP).

CONS

- Are required to use Skilled & Trained Labor – costly in areas with a limited labor pool, during times of construction pressures, or in areas that are not heavily unionized.
- In times of high inflation, project prices can be higher due to GC having to project costs prior to design being complete.
- Original Architect is prohibited to complete the design but can be utilized to enforce the criteria.
- The Architect is contractually bound to the GC, not the Owner.

Design Bid Build (DBB)

Traditional public project process. Typically, the Owner hires an Architect, who in turn hires various consultants (i.e., structural, electrical, mechanical, etc.) to help build the design. Building details are decided in advance and published as a complete package bid upon by a General Contractor. Lowest bid by a responsible bidder wins.

PROs

- Design team is the same from conceptual to build.
- Can be more cost effective for smaller projects (<\$5 million) or in rural areas.

CONS:

- Potential for disputes between Contractor and Architect since a single contract does not bind them together.
- Prequalifying bidder process directed by specific legal process
- Public Agency/Owner required to use the Lowest Responsible Bidder
- Change Orders (additional cost) required for any corrections or updates
- Owner needs to plan for contingencies (i.e., timely approval process, funding) to accommodate Change Orders that are brought back to the board

COSTS

Overall, there isn't a cost difference between the two, although Design Bid Build can sometimes cause owners to feel more expensive due to Change Orders during construction. However, in Design Build, the gross maximum price is the price, and the design build entity cannot issue a Change Order for additional money. This may be more politically palatable in some jurisdictions.

Sources: Eric Wohle, Architect, LDA Partners

Del Puerto Health Care District

Best Value Construction Contracting

Best value (BV) procurement is an alternative to the traditional design-bid-build method of public works contracting. It permits the public agency to consider the additional value a contractor may offer in concert with their bid price, thus determining the bid which delivers the best value. A contract award based on the best value enables the public agency to transform from the traditional low bid with conflicts and opposition to a collaborative practice of business partners.

Under the BV program, the public agency prequalifies bidders, evaluates the bid, assigns a qualification score based on five factors, and then divides the bid price by its qualification score. The lowest resulting cost per quality point represents the best value bid.

The five qualifications that must be evaluated are defined in Public Contract Code Section 10506.5 and exclusively include the bidder's:

- Financial condition
- Relevant experience
- Demonstrated management competency
- Labor compliance
- Safety record

Best value selection in public works contracting is a rare privilege and comes with obligations. When the public agency exercises the BV procurement method, it requires specific labor workforce employment requirements as defined in Public Contract Code Section 10506.8(d)(2). For work performed on or after January 1, 2020, at least 60% percent of journeymen employed on the contract at every tier must be graduates of an apprenticeship program for applicable occupation. Public agencies should carefully consider local market conditions and labor availability before fully committing to exercising Best Value on a project.

Source: <https://www.ucop.edu/construction-services/programs-and-processes/best-value/best-value-pilot-program.html>

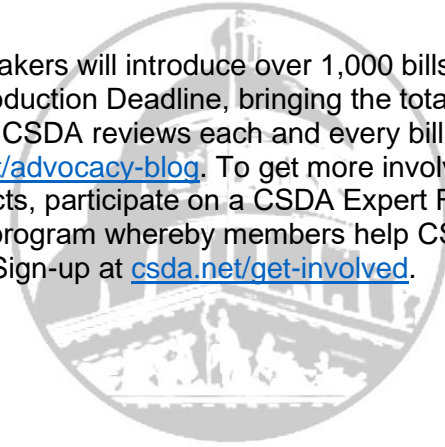


CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

February 2023

Capitol observers anticipate lawmakers will introduce over 1,000 bills in the final week before the State Legislature’s February 17 Bill Introduction Deadline, bringing the total number of Assembly and Senate Bills to well over 2,000 on the year. As CSDA reviews each and every bill, CSDA members can follow along at csda.net/bill-tracking and csda.net/advocacy-blog. To get more involved and help CSDA analyze new measures impacting special districts, participate on a CSDA Expert Feedback Team. It’s a simple but critical component to CSDA’s advocacy program whereby members help CSDA lobbyists quickly assess the effect of legislation on their operations. Sign-up at csda.net/get-involved.



Inside this edition of the Take Action Brief:

Equip your district with the tools and information needed to Take Action.....2

Previewing the 118th Congress and preparing for earmark season.....3

Initiative limiting the ability of voters and state and local governments declared eligible for statewide ballot..4

Contact a local CSDA representative near you!

Chris Norden
 Dane Wadlé
 Colleen Haley
 Melissa Green
 Charlotte Holifield
 Chris Palmer

Northern Network
 Sierra Network
 Bay Area Network
 Central Network
 Coastal Network
 Southern Network

chrisn@csda.net
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CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ Equip your district with the tools and information needed to Take Action

CSDA *Take Action* Month is underway and we want to make sure you get the most out of it throughout February!

With a record number of newly elected representatives throughout California, now is the time to start forging relationships and educating our leaders on:

- The critically important roles special districts play in California's economy, infrastructure and quality of life, and
- The challenges facing special districts in the year ahead, and what that means for the communities these officeholders represent.

Our goal with *Take Action* Month is to equip you with the tools and information you can use to build these relationships and communicate effectively with state legislators and federal representatives as well as your local peers on city councils and county boards of supervisors.

For starters, we urge you to register now for two important webinars coming up that are free for CSDA members:

- On Tuesday, Feb. 14, we'll have an introductory webinar on [Grassroots Advocacy and Public Outreach](#). Joins us from 8:30 – 12:15 for seminars on "Legislative Relations 101," "Grassroots Advocacy 101" and "Media Relations 101." (This webinar qualifies for the SDLF Essential Leadership Skills Certificate Program).
- On Thursday, Feb. 23, join us from 10-11 am for "[Building Relationships with Your Lawmaker's Office](#)," featuring a panel of actual legislative field staff discussing how you can help build relationships and partner with Legislators through their district offices.

In addition, check your inbox every Tuesday in February, as each week your CSDA eNews will bring you information and resources on how to:

- Request and hold productive meetings with your legislators
- Take positions for or against legislation
- Up your earned media game
- Mobilize supporters and allies to help support or oppose legislation

CSDA Take Action Toolkit

Visit CSDA's Take Action Toolkit at csda.net/ta-toolkit where you'll find the resources you need.

Special districts are addressing California's biggest challenges every day. They are the backbone of California's economy and infrastructure, and provide highly specialized services to virtually every Californian. Our elected leaders, our media, and our communities need to hear our story. Let's Take Action together.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ Previewing the 118th Congress and preparing for earmark season

The National Special Districts Coalition (NSDC), of which CSDA is a founding member, has published special reports looking ahead to the major issues that await the 118th Congress and offering insights on the Fiscal Year 2024 earmark process.

Special Report Previewing the 118th Congress

The NSDC Special Report on the 118th Congress offers a read into a few major topics currently making headlines, such as the debt ceiling, government spending, and congressional oversight. It also dives into the issues yet to make headlines that may, in some way, impact special districts and NSDC priority initiatives. For instance, Congress will need to tackle this year the five-year Farm Bill reauthorization, which includes USDA Rural Development and federal forestry programs; Federal Aviation Administration Authorization, which will impact special districts providing aviation services; and the Stafford Act Reauthorization, which includes federal disaster and fire service programs.

[Click here to read NSDC's special report previewing the 118th Congress.](#)

Special Report Preparing Your Special District for Federal Earmarks

Federal earmarks are back for the 118th Congress, which in the House of Representatives is formally known as "Community Project Funding" and in the Senate as "Congressionally Directed Spending."

Now is the time to identify projects that are *potentially* eligible for an earmark for Fiscal Year 2024 consideration. NSDC offers a special report for members of the California Special Districts Association providing a forecast of FY24 earmark eligibilities based on the FY22 and FY23 processes.

[Click here to read NSDC's special report on preparing for FY24 earmarks.](#)

Special districts with potentially eligible projects should consider contacting their member (or members) of the U.S. House of Representatives and/or Senators Dianne Feinstein and Alex Padilla as soon as possible to flag for potential interest. Not all of California's House delegation has participated in the earmarks program. To gauge whether your House representative may participate in the FY24 process based on whether they have historically participated, [click here for a list](#) of legislators requesting earmarks in FY22 and click here for the [FY23 list](#).



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ Initiative limiting ability of voters and state and local governments declared eligible for statewide ballot

On February 1, 2023, California Secretary of State Shirley Weber issued a [memo to all county clerks/registrars of voters](#) announcing that proponents of Initiative 21-0042A1 had filed the necessary number of valid signatures to make it eligible for the November 5, 2024 General Election ballot. Proponents now have until June 27, 2024 to consider withdrawing the initiative before the Secretary of State officially certifies it for the ballot.

Eighty special districts and counting have now joined CSDA, Cal Cities, the California State Association of Counties, educators, nurses, firefighters, and infrastructure groups in opposing Initiative 21-0042A1. Formally titled, "Limits Ability of voters and State and Local Governments to Raise Revenues for Government Services. Initiative Constitutional Amendment," Initiative 21-0042A1, or Initiative 1935 as now numbered by the California Secretary of State, is sponsored by the California Business Roundtable (CBRT).

Join the Growing List of Local Agencies in Opposition

For a sample resolution and to learn more about Initiative 21-0042A1 (aka 1935), visit csda.net/VoterLimitations.

The CBRT measure would create major new loopholes that allow corporations to avoid paying for the impacts they have on our communities and evade enforcement when they violate environmental, health, safety, and other state and local laws. It would also significantly restrict the ability of local voters, local governments, and state elected officials to fund critical services like fire and emergency response, public health, parks, libraries, affordable housing, homeless and mental health services, and public infrastructure.

"At this critical time in California's history, our communities cannot afford to do even less than the status quo. Sadly, this initiative would lock us into a race-to-the-bottom. Overcoming challenges like drought, flooding, and wildfire will require all of us to work together and consider the real costs of undermining our future. When we think of the kind of communities we want to leave our children and grandchildren, we are not content to settle for the 'minimum amount necessary' and we are not willing to limit their voice at the ballot box," said **Neil McCormick, Chief Executive Officer, California Special Districts Association**.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

➤ OTHER WAYS TO TAKE ACTION

Learn More

Virtual Workshop: Building the Board Chair and Manager Connection

Consecutive Mondays, March 6 and 13, 2023

1:00 – 4:00 p.m. each day

\$200 CSDA Member

\$300 Non-member

The partnership between board chair and chief executive establishes a foundation for effectively implementing the policy and strategic direction for the district. Governance and management should complement each other and can only do so by building a solid working relationship. The key topics covered during the program will include the following:

- Building a culture of common understanding, shared purpose, and commitment that is mission-driven
- Creating a working relationship that values mutual respect, trust, and support
- Evaluating working styles and leadership strengths through assessment*
- Establishing common understanding of roles, responsibilities, and relationships
- Outlining governance relationships between district board and staff members
- Identifying current and anticipated trends facing leaders of special districts

Register at [csda.net](https://members.csda.net/imis1/EventDetail?EventKey=WORK030623): <https://members.csda.net/imis1/EventDetail?EventKey=WORK030623>

Join Today

Join an Expert Feedback Team to provide CSDA staff with invaluable insights on policy issues. Visit csda.net/get-involved or email updates@csda.net to inquire about joining one of the following teams:

- Environment & Disaster Preparedness
- District Operations
- Governance
- Human Resources and Personnel
- Public Works, Facilities, and State Infrastructure Investment & Partnership
- Local Revenue

Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's *California Special Districts* Magazine

Email updates@csda.net for help accessing these additional member resources.



**California Special
Districts Association**
Districts Stronger Together

**BALLOT INITIATIVE #21-0042A1 (AKA #1935)
LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE
REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL
AMENDMENT.**

Eligible for November 5, 2024 California General Election Ballot

BACKGROUND

The purported “Taxpayer Protection and Government Accountability Act,” a statewide initiative measure to amend the California Constitution sponsored by the [California Business Roundtable](#) (“CBRT”), is the most consequential proposal to limit the ability of the state and local governments to enact, modify, or expand taxes, assessments, fees, and property-related charges since the passage of Proposition 218 (1996) and Proposition 26 (2010). If enacted, public agencies would face a drastic rise in litigation that could severely restrict their ability to meet essential services and infrastructure needs.

On February 1, 2023, California Secretary of State Shirley Weber issued a [memo to all county clerks/registrars of voters](#) announcing that proponents of Initiative 21-0042A1, or Initiative 1935 as now numbered by the Secretary of State, had filed the necessary number of valid signatures to make it eligible for the November 5, 2024 General Election ballot. Proponents now have until June 27, 2024 to consider withdrawing the initiative before the Secretary of State officially certifies it for the ballot.

SUMMARY

Ballot Initiative [21-0042A1](#) would result in the loss of billions of dollars annually in critical state and local funding, restricting the ability of local agencies and the State of California to fund services and infrastructure by:

- Adopting new and stricter rules for raising taxes, fees, assessments, and property-related fees.
- Amending the State Constitution, including portions of Propositions 13, 218, and 26 among other provisions, to the advantage of the initiative’s proponents and plaintiffs; creating new grounds to challenge these funding sources and disrupting fiscal certainty.
- Restricting the ability of local governments to issue fines and penalties to corporations and property owners that violate local environmental, water quality, public health, public safety, fair housing, nuisance and other laws and ordinances.



**California Special
Districts Association**

Districts Stronger Together

The initiative includes provisions that would retroactively void *all* state and local taxes or fees adopted after January 1, 2022 if they did not align with the provisions of this initiative. This may also affect indexed fees that adjust over time for inflation or other factors. Effectively, it would allow voters throughout California to invalidate the prior actions of local voters, undermining local control and voter-approved decisions about investments needed in their communities.

Specifically, among other provisions effecting the state government, the initiative would impact local agencies through changes to the California Constitution as follows:

Restricting Local Tax and Fee Authority to Provide Local Services

Fees:

- With few exceptions, fees and charges shall not exceed the “actual cost” of providing the product or service for which the fee is charged.
 - “Actual cost” is defined as the “...*minimum amount necessary...less other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds...*”
- The burden on the local government to prove the fee or charge does not exceed “actual cost” is heightened from a “*preponderance of the evidence*” to “*clear and convincing evidence*”.
- In addition to limiting fees and charges to the actual cost to the local government for providing the service, fees and charges must also be “reasonable” to the payor themselves; no definition is provided for this new subjective reasonableness test that is separate and apart from the test as to how closely the fee or charge is related to the cost of service.
- Defines *all* sources of revenue as either taxes or “exempt charges.”
- Includes Article XIID charges in Proposition 218 under the definition of “exempt” charges subjecting them to potential litigation.
- Exposes previously established fees indexed to inflation or other metrics to new standards and legal challenges.
- Adds to the Constitution a requirement for a board action to adopt, enact, create, establish, collect, increase, or extend any and all fees.

Taxes:

- Increases the threshold for voters to pass a local special tax initiative placed on the ballot by voters from a simple majority to a two-thirds majority, likely to address concerns over the 2017 California Supreme Court decision in *California Cannabis Coalition v. City of Upland*.
- Requires voter approval when an expansion of boundaries extends existing taxes or fees to new territory.
- New taxes can be imposed only for a specific duration.



**California Special
Districts Association**
Districts Stronger Together

Fines and Levees:

- Interferes with local enforcement efforts, by making it more difficult to impose fines and penalties for state and local law violations related to activities such as water discharge, waste recycling, weed abatement, fireworks, and housing code violations and unlawful commercial marijuana sales, just to name a few. The measure converts administratively imposed fines and penalties into taxes unless a new, undefined, and ambiguous “adjudicatory due process” is followed.

Increasing Litigation Exposure

- Significantly increases a public agency’s burden of proof from “preponderance of evidence” to “clear and convincing evidence” to prove compliance with the new fee requirements. By changing evidence standards to favor corporations suing public agencies, the initiative will promote costly litigation.
- The local government would bear the burden of proving by clear and convincing evidence that a levy, charge or exaction is an “exempt charge” and not a tax. Moreover, the local government would bear the burden of proving by clear and convincing evidence that the amount of the exempt charge is *both* “reasonable” to the payor and that the amount charged does not exceed the “actual cost” of providing the service or product to the payor.
- By enacting a new requirement that all fees must be “reasonable” to the payor but offering no definition as to what “reasonable” means, the initiative provides a new avenue to challenge fees by enabling a plaintiff to claim a fee is not reasonable even if the fee meets the actual costs of service.
- Prop. 218 currently requires fees cover the *reasonable* cost of service. This initiative amends Prop. 218 to require the near-impossible standard of predicting *actual* costs years into the future. To compound this challenge, the new standard also factors in the receipt of external revenues that are constantly shifting and typically outside the control of the local agency. It defines “actual costs” as:
 - “(i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing “actual cost” the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.”
- Fosters endless litigation challenging local fees claiming they are not the “minimum amount necessary”. For instance:
 - Do roads need to be paved every 10 years or 50 years?
 - Does infrastructure need to be upgraded or replaced or not improved at all?
 - What is the minimum emergency response time necessary?

IMPACTS



**California Special
Districts Association**

Districts Stronger Together

- Could prevent virtually any new fees or assessments to fund water, sewer, trash, fire protection, parks and recreation, and other essential services and infrastructure.
 - Places over \$20 billion of local government fee and charge revenues over 10 years at heightened legal peril.
- Jeopardizes the public health and safety of communities by cutting off new revenue intended to pay for essential local services and infrastructure.
 - Substantially increases the legal and administrative cost of public infrastructure financing.
- With billions of dollars in deferred maintenance and unmet needs for California's infrastructure, exacerbates the neglect and deterioration of our roads, dams, waterways, and other facilities.
- By limiting revenues to the "minimum amount necessary", imposes a "race-to-the-bottom" in California that will halt investment in technological advancements that future generations will depend upon.
- Prevents critical investments in climate adaptation and community resilience to address drought, flooding, and wildfire as well as reduce emissions and harmful pollutants.
- Exposes taxpayers to a new wave of costly litigation, limits the discretion and flexibility of locally elected boards to respond to the needs of their communities, and injects uncertainty into the financing and sustainability of critical infrastructure.
- Restricting local services and infrastructure to the lowest and minimum amount possible will disproportionately impact the most underserved communities the hardest.

SUPPORT

- California Business Roundtable (CBRT) – Sponsor
 - Financial contributors to the initiative and CBRT Issues PAC include, but are not limited to:
 - Aera Energy
 - Albertsons Safeway
 - AMR Holdco Inc.
 - Blackstone Real Estate Partners
 - California Business PAC, Sponsored by CalChamber
 - CJ Segerstrom & Sons
 - Cypress Management Company
 - Dart Container
 - Douglas Emmett Properties
 - Enterprise Rental Car
 - Five Point Operating Company
 - Grimmway Enterprises
 - Howard Jarvis Taxpayers Association
 - Kilroy Realty
 - Majestic Realty



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- Michael K. Hayde
- Pacific Ethanol
- PEPSICO
- Pharmaceutical Research and Manufacturers of America
- Sempra Energy
- State Farm Insurance
- Sutter Health
- 7-Eleven
- In addition to the CBRT Issues PAC, direct contributors to the initiative include, but are not limited to:
 - AMR Holdco, Inc.
 - Michael K. Hayde, Including Western National Group and Affiliated Entities
 - Kilroy Realty
 - Hudson Pacific Properties and Affiliated Entities
 - Douglas Emmett Properties, LP and Affiliated Entities
 - Shorenstein Realty Services and Affiliated Entities

OPPOSITION

- Alliance for a Better California
- AFSCME California
- CalCities (League of California Cities)
- California Alliance for Jobs
- California Contract Cities Association
- California Professional Firefighters
- California Special Districts Association
- California State Association of Counties
- California State Council of Laborers
- Rebuild SoCal Partnership
- SEIU California
- Nearly 200 local agencies, including over 80 special districts