



BOARD OF DIRECTORS

*Donna Sesock-Miller, President
Steven Pittson, DC, Vice-President
Anne Stokman, RN, Treasurer
Harold Hill, Member
Daniel Robinson, Member*

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

AGENDA

June 25, 2018

6:30 pm

Del Puerto Health Center Conference Room

1700 Keystone Pacific Parkway, Unit B,
Patterson, California

The Del Puerto Health Care District welcomes you to this meeting, which is regularly held the last Monday of each month, and your interest is encouraged and appreciated.

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 taking action 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 or, depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Public comments must be addressed to the board as a whole 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 item is announced by the Board President. 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 of time.

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: http://dphealth.org/dphcd_002.htm.

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 http://dphealth.org/dphcd_002.htm.

NOTICE REGARDING NON-ENGLISH SPEAKERS: Board of Director meetings are conducted in English and translation to other languages is not provided. Please make arrangements 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 to be silenced or set in a mode that will not disturb District business during the meeting.

BOARD OF DIRECTORS MEETING AGENDA

June 25, 2018 @ 6:30 pm

Del Puerto Health Center Conference Room, 1700 Keystone Pacific Parkway, Unit B, Patterson, CA



1. **Call to Order**
2. **Pledge of Allegiance**
3. **Reading of the Mission Statement**
"The District's primary mission is to provide the highest quality health care services through Patterson District Ambulance and Del Puerto Health Center, while continuing to expand healthcare availability to the citizens of the Del Puerto Health Care District."
4. **Board of Directors Roll Call**
5. **Public Comment Period** [*Limited to subjects not already on the agenda*]
6. **Review of Agenda** [**Directors may request any consent calendar item be moved to regular calendar*]
7. **Consent Calendar*** [*Routine committee reports, minutes and non-controversial items*] **Action**
 - A. * Approve Board Meeting Minutes for April 30, 2018
 - B. * Accept April 2018 Financial Reports
 - C. * Approve April 2018 Warrants
8. **Regular Calendar**
 - A. Approve Professional Services Agreement with Dr. Sudy Yang, Pediatrician **Action**
 - B. Approve New Position: Financial Accounting Manager **Action**
 - C. Approve Budget for month of July 2018 **Action**
9. **Reports**
 - A. Employees for Years of Service and New Hires in May & June
Ambulance: Delya Stoltz (12), Sanford Perreira (10), Steve Phillips (10), Chris Priola (10),
Brianna Silva (9), Jake Schulke (8), Scott Sullivan (8), Marty Greunke (4)
Health Center: Rosario Avina (11) , Suzie Talamantes (8), Monica Andrade Aguilar (4)
Administration: Karin Hennings (2)
 - B. Board Member Reports
 - 1) Director Sesock-Miller
 - i. West Side Health Care Task Force
 - 2) Director Pittson
 - 3) Director Stokman
 - i. District Community Health Assessment
 - 4) Director Hill
 - 5) Director Robinson
 - C. Ambulance
 - D. Health Center
 - E. Administration
10. **For the Good of the Order**
Upcoming Regular Board and Standing Committee Meeting Dates:

Finance – Wednesday, July 25	Board – Monday, July 30
Finance – Wednesday, Aug 22	Board – Monday, August 27
Finance – Wednesday, Sep 19	Board – Monday, Sep 24

BOARD OF DIRECTORS MEETING AGENDA

June 25, 2018 @ 6:30 pm

Del Puerto Health Center Conference Room, 1700 Keystone Pacific Parkway, Unit B, Patterson, CA



11. **Closed Session** *[Board of Directors may recess to closed session for discussion of certain matters as legally permitted. Any action taken shall be reported in open session.]*
 - A. Gov't Code section 54956.8 Conference with Real Property Negotiator
Property: APN 0131-024-007

 - B. Gov't Code section 54957.6: Conference with Labor Negotiator
Employee Organization: USW Local 12911
Negotiators: David Ritchie, JD, Karin Hennings
Paul Willette, Cherie Swenson

 - C. Gov't Code section 54957: Public Employment Employee Performance Evaluation
Title: Administrative Director / CEO

12. **Reconvene to Open Session – Report of Closed Session**

13. **Adjourn**

DEL PUERTO HEALTH CARE DISTRICT

1700 Keystone Pacific Parkway, Unit B
Patterson, California

BOARD OF DIRECTORS MINUTES April 30, 2018

1. **CALL TO ORDER:**

The meeting was called to order at 6:30 PM by President Donna Sesock-Miller

2. **PLEDGE OF ALLEGIANCE**

3. **READING OF MISSION STATEMENT**

"The District's primary mission is to provide the highest quality health care services through Patterson District Ambulance and Del Puerto Health Center, while continuing to expand healthcare availability to the citizens of the Del Puerto Health Care District."

4. **ROLL CALL:**

ROLL CALL

Directors present:

President Donna Sesock-Miller
Vice President Steve Pittson, D.C.
Treasurer Anne Stokman
Director Harold Hill
Director Daniel Robinson

Directors absent:

None

Staff present:

Administrative Director / CEO Karin Hennings
Ambulance Director Paul Willette
Health Center Manager Suzie Talamantes
Human Resource Manager Cherie Swenson
Clerk of the Board Cheryle Pickle

District Legal Counsel Present: David Ritchie

District Special Counsel Present: Malm Fagundes

5. **PUBLIC COMMENT** – Yumi Edwards thanked the board for the years that she worked as Officer and as Clerk of the Board. Ms. Hennings then made a presentation of a Certificate of Appreciation for 16 years of service to Ms. Edwards on behalf of the Board.

6. **REVIEW OF AGENDA**

M/S/C Ms. Stokman, Mr. Hill to approve the Agenda. The Vote was unanimous.

7. CONSENT CALENDAR*

- a. * Approve Revised Meeting Minutes for January 29, 2018
- b. * Approve Board Meeting Minutes for February 26, 2018
- c. * Approve Special Board Meeting Minutes for April 2, 2018
- d. * Accept Finance Committee Meeting Minutes for February 21, 2018
- e. * Accept Finance Committee Meeting Minutes for March 21, 2018
- f. * Accept February 2018 Financial Reports
- g. * Accept March 2018 Financial Reports
- h. * Approve February 2018 Warrants
- i. * Approve March 2018 Warrants

M/S/C Ms. Stokman, Mr. Pittson to approve the consent agenda items 7.A – 7.I The vote was unanimous.

8. REGULAR CALENDAR

8.A. Approve Facilities Plan for Patterson District Ambulance

Ms. Hennings and Mr. Willette presented the history of the project (the presentation is included in packet) The current facilities square footage was presented along with the current lot square footage. Mr. Willette also spoke to the Ambulance Crews and Apparatus needs and current limitations. The amount of land required for the project is approximately 72,262 square feet. The District currently owns 14,325 Square feet of property. If the District were to purchase the adjacent lot, an additional 33,275 square feet would be required. The final cost is pending the design process and Board approval.

Public Comment

Ed Maring stated that as a former board member, he sees the need to expand. He believes that the time is now. He encouraged the Board to move forward.

M/S/C Ms. Stokman, Mr. Hill, Approve the Facilities Plan for Patterson District Ambulance as presented on February 16, 2018. The vote carried with a unanimous Roll Call Vote.

M/S/C Mr. Hill, Mr. Robinson, To move Item 8.D up in the agenda to now. The vote was unanimous

8.D Accept Donation of Life-Pak 1000 Defibrillator

This donation was made from the MVEMSA Systems Enhancement funds. Mr. Willette explained that is an AED and will be used by the Health Center. Ms. Hennings added that the life expectancy is five years (AHA standard). This is a one-time gift. Recommended to depreciate over the five years at a value of \$2515.

M/S/C Mr. Hill, Ms. Stokman, The Board of Directors accept the donation of a Life-Pak 1000 Defibrillator and authorize the depreciation of the item into the Asset Replacement Fund. The vote carried by a unanimous Roll Call vote.

M/S/C Ms. Stokman, Mr. Pittson , to move Item 8.E forward to now. The motion was carried by unanimous vote.

8.E Approve one-year contract extension of agreement with Mountain Valley Emergency Medical Services Agency (MVEMSA) with amendments

Mr. Willette explained that last year PDA started negotiations on a successor agreement with Mountain Valley to provide EMS in Stanislaus County in an exclusive operating area. An Emergency Medical Services Strategic Plan for Stanislaus County was adopted by the Board of Supervisors. The County plans to send out a Request for Proposal to EMS services providers for all or part of the County (a final decision on this is not yet made). Since these new contracts are expected to be entered by July 1, 2019, MVEMSA requested a one-year extension (contract amendment) on all the EMS providers' contracts and they are going to waive the penalties for late arrivals during this time. This should not impact us since we have had no penalties.

M/S/C Mr. Hill, Mr. Pittson, To approve the Amendment to Stanislaus County Ambulance Provider Agreement for Rural Emergency Ambulance Service in Stanislaus County Zones 5 and B for one year through April 19, 2019 and authorize the Administrative Director/CEO and Director of Ambulance Operation to execute the agreement. The motion carried by unanimous Roll Call Vote

8.B Hearing related to, and Consideration of the Adoption of, a Resolution of Necessity for the Acquisition of Certain Real Property, or Portions Thereof, Located at 821 E Street in the City of Patterson, County of Stanislaus, California (7:02 pm began)

President Sesock-Miller, "A Hearing Relating to, and Adoption of, a Resolution of Necessity for the Acquisition of Certain Real Property, or Portions Thereof, Located at 821 E Street in the City of Patterson, County of Stanislaus, California. I will now open the hearing relating to the Resolution of Necessity in this matter; may I have the Staff presentation to the Board."

Ms. Hennings and Mr. Willette provided their Staff Presentation via Power Point and hard copies. There four major components to demonstrate the District has met the requirements of exercising eminent domain. The first one is Public Interest and Necessity require the proposed project. Second, the proposed project is planned and located in the manner that will be most compatible with the greatest good and the least private injury. Third, the property described in the resolution is necessary for the proposed project. And lastly, the offer required by Section 7267.2 of the Government Code has been made to owner. Each of the above items were demonstrated to have been met in the presentation.

Ms. Hennings requested the Staff Presentation be admitted and recorded as Exhibit 1. Accepted and recorded as Exhibit 1.

Also Ms. Hennings moved Exhibit C included in the Board packet, The Appraisal Report completed on the land in question) be admitted into record as Exhibit 2. Accepted and recorded as Exhibit 2.

Ms. Hennings moved that Exhibit D in the Board packet, the Offer Letter with attached legal Land Description, be admitted into record. Accepted and recorded as Exhibit 3.

Ms. Hennings moved that the Formal Facilities Report that was adopted at tonight's meeting be admitted and recorded. Accepted and recorded as Exhibit 4.

Proper notice was given on April 10, 2018 by first class mail, as required by the Code of Civil Procedure, to the owners of record on the Accessors Tax Parcel, which is Mr. Garcia and Mr. Garcia, Sr. The Real Estate agent for Mr. Garcia did send notice within a timely fashion (within 15 days) asking to be heard in tonight's hearing.

The property owner was invited to speak.

Joe Garcia stated he was not clear on the offer. It was different than what he was shown at the Planners Commission Meeting and seeing this presentation helped him understand the project.

Opportunity was given for any other testimony or other evidence in the matter. There was none.

President Sesock-Miller called the public hearing to a close and open the floor to the Board.

M/S/C Ms. Stokman. Mr. Hill, Approve the Resolution of Necessity regarding the acquisition of the real property critical to the District's service operations. The Vote carried by a unanimous Roll Call Vote.

8.C Board Secretary Officer Vacancy

Ms. Hennings explained that the District bylaws state when an office of the Board is vacated, the Board holds an office election vote . The Office of Secretary was left vacant with the resignation of Director Frank Daras. Ms. Hennings read the roles and responsibilities of the office of Secretary. Harold Hill nominated Daniel Robinson. Mr. Robinson accepted.

M/S/C Mr. Hill, Mr. Pittson, to elect Director Daniel Robinson to the office of Secretary. The motion was carried by unanimous Roll Call Vote

8.F Approve Amendment to Cooperative Services Agreement for one Year

Mr. Willette stated that as a follow up to the Ambulance Service Provider Amendment, he recommends an extension for one year. MVEMSA request each Ambulance provider renew any cooperative service agreement for one year.

M/S/C Mr. Hill, Mr. Pittson, Approve the Amendment to Cooperative Services Agreement with the City of Patterson for one-year through April 30, 2019 and authorize the Administrative Director/CEO and Director of Ambulance Operations to execute the amendment. The motion carried by a unanimous Roll Call Vote.

8.G Approve Capital Expenditure Budget for FY 2017-18

Ms. Hennings presented the Capital Expenditure Budget for FY 2017-18. Mr. Willette presented the Ambulance Purchase 2018 Lifeline Type III document which explained the increase in pricing and an allowance for suspension. The price changed from \$200,000 to \$223,000. Ms. Hennings reviewed the other capital purchases and funding sources for each. Discussion followed.

M/S/C Mr. Pittson, Mr. Hill, Approve the FY2017-2018 Capital Expenditure Budget as recommended

by the Finance Committee. Approved by unanimous Roll Call Vote.

9. Reports

A. Employees for Years of Service and New Hires in February

Ambulance: 3 Yrs: Paul Willette
New Hire: Anthony Ott

Health Center: 1 Yrs: Rosalina Arevalo
 3 Yrs: Melanie Quezada
 Maryanne Tienda
 6 Yrs: Jackie Palominos

B. Board Members Report

- 1) Director Sesock-Miller Presented information on Raising Our Well-Being Meeting and the S Movie.
- 2) Director Pittson -No report
- 3) Director Stokman -No report
- 4) Director Hill -The Del Puerto Hospital Foundation, a non-profit, is initiative and not current with the IRS or California Charity Board. The Board requests to address this issue at the June meeting.
- 5) Director Robinson – Updated his contact information

C. Board Ad Hock Committee

- 1) District Community Health Assessment
Director Stokman deferred her report to Administrator/CEO report

D. Ambulance – Mr. Willette presented the Patterson District Response Report. The extra unit, (P93) continues to be an advantage making better use of the units resulting in more transports. He provided the payor mix for March’s transports.

E. Health Center – Ms. Talamantes presented The Del Puerto Health Center Report. They participated in a Health Fair at the Hammond Senior Center. We gained two patients that day. Updating templates in Greenway. Reviewing all equipment maintenance and equipment needs.

F. Administration – Ms. Hennings presented her written report and Financial overview for February and March. Reviewed current legislative bills at the State that impact the District both on the Health Center side and the PDA. Updated Board on the Realignment of the Administrative staff. Ms. Stokman will be our representative at the Stanislaus County Health Service Agency’s Mobilizing for Action through Planning Partnerships (MAPP) Steering Committee. Also Ms. Stokman is identifying community members to serve on the District wide Health Assessment Committee. Update was given on the Rad Net agreement. Working on a Physician productivity analysis.

10. Good of the Order

Upcoming Regular Board and Standing Committee Meeting Dates:

** NO MAY BOARD MEETING**	Finance – Wednesday, May 23
Board – Monday, June 25	Finance – Wednesday, June 20
Board – Monday, July 30	Finance – Wednesday, July 25

11. Closed Session @ 8:18 pm *[Board of Directors may recess to closed session for discussion of certain matters as legally permitted. Any action taken shall be reported in open session.]*

- A. Gov’t Code section 54956.8 Conference with Real Property Negotiator
Property: APN 0131-024-007

B. Gov't Code section 54957.6: Conference with Labor Negotiator
Employee Organization: USW Local 12911
Negotiators: David Ritchie, JD, Karin Hennings
Paul Willette, Cherie Swenson

12. Reconvene to Open Session – @ 8:20 Report of Closed Session

Agenda items were Discussed. No actions were taken. And directions were given to staff.

13. Adjourn 8:21 pm

Respectfully Submitted,

Dan Robinson, Secretary
Board of Directors

DRAFT

Del Puerto Health Care District

May 30, 2018 – CEO’s Financial Overview of April 2018

Balance Sheet: With notice that the April Stanislaus County Tax apportionment will add over \$500,000 to our cash in May our cash position is \$2.15 million with \$484,000 in unencumbered cash:

	Operating Acct	Other Accts
Month End Cash on Hand	\$ 2,158,671	
3901 · Mitigation Fees		\$ 307,297
3905 · Restricted for Debt Service		\$ 89,914
3902 · Asset Replacement Fund	\$ 400,000	
3906 · Operating Cash Reserve	\$ 780,000	
A/P & Payroll Liability	\$ 494,332	
Unencumbered cash	\$ 484,339	

Total District Year to Date Budget: Income is 2% ahead of budget and expense is 1% over budget. After tax revenue, and not including \$229,000 additional impact fees, our net position is 17% or \$67,000 ahead of the YTD budget

Administration: April net income is \$14,000 ahead of budget and Monthly tax revenue changes from \$113k per month to \$120k to account for the higher than budgeted tax revenue through June 2017.

Ambulance: April net patient service revenue was lower than budgeted (-18%) due to a higher than average share of Medi-Cal and Medicare transports. Total expenses were 10% under budget for April and the month end position is still in the black with a AMB department positive cash flow of \$3,500.

Health Center: The Health Center operates at a loss each month. Monthly net patient service revenue is below budget (-10% in April) as well as most expenses (excluding wages and benefits). The FYE forecast loss is a smaller than the budgeted loss. Closer attention to staffing costs and total patient visits will help return the Health Center to a positive cash flow.

Keystone Building C: Repairs and semi-annual maintenance has been performed on the roof and HVAC system. The Keystone Business Park Owners Association operates on a calendar year and we just received the reconciliation for CY 2017 and budget for CY 2018. Adjustments will be made to tenant monthly contributions to the Common Area Maintenance account to assure full coverage of the annual expenses.

Fiscal Year End Forecast: Gross FYE forecast is for +\$840,000 including \$229,000 in Mitigation fee income and \$66,000 in Keystone C tenant net income.

Up-Coming Finance Considerations: Capital & Asset Replacement expenditures have been approved by the Board for \$659,000 including a new ambulance, quick response (EMS supervisor’s) vehicle, equipment for the health center and ambulance crew quarters and \$341,000 for property acquisition costs. NOTE: The property purchase can be financed through a State of California loan program – HELP II. If all expenses are subtracted from current available mitigation fees, asset replace fund and transfer of budgeted depreciation totals for the fiscal year to date The district would have a balance of \$274,000 to begin the next fiscal year.

Capital & Asset Replacement Funds		
Mitigation Fee Balance as of Feb-2018	\$	307,297
Asset Replacement Fund (created Sep-17)	\$	400,000
Depreciation to ARF at FYE 2018	\$	220,067
FY 2017-18 Capital Purchase - Vehicles	\$	(288,000)
FY 2017-18 Capital Purchase - Property	\$	(341,000)
FY 2017-18 Capital Purchase - Equipment	\$	(24,000)
FORECAST FYE 18 Capital & Asset Replacement Fund Balance	\$	274,364

Del Puerto Health Care District
Balance Sheet
As of April 30, 2018

	Apr 30, 18	Mar 31, 18	Change	Apr 30, 17	Change	Notes
ASSETS						
Current Assets						
Total Checking/Savings	2,266,245	2,274,323	(0%)	1,544,241	47%	
Total Accounts Receivable	737,450	760,105	(3%)	584,875	26%	
Total Other Current Assets	356,078	229,526	55%	223,129	60%	
Total Current Assets	3,359,773	3,263,954	3%	2,352,245	43%	
Fixed Assets						
Total 15000 · Capital assets	4,921,455	4,931,700	(0%)	4,889,685	1%	
Total Fixed Assets	4,921,455	4,931,700	(0%)	4,889,685	1%	
TOTAL ASSETS	8,281,228	8,195,654	1%	7,241,930	14%	
LIABILITIES & EQUITY						
Liabilities						
Total Current Liabilities	494,332	456,521	8%	395,179	25%	
Total Long Term Liabilities	2,906,720	2,914,670	(0%)	3,056,963	(5%)	
Total Liabilities	3,401,052	3,371,191	1%	3,452,142	(1%)	
Equity						
3900 · Unrestricted	983,992	983,992		1,672,716	(41%)	
3901 · Mitigation Fees	87,710	87,710		84,084	4%	
3902 · Asset Replacement Fund	400,000	400,000		0	100%	
3903 · Net investment capital assets	1,861,535	1,861,535		1,861,535		
3905 · Restricted for Debt Service	67,611	67,611		67,611		
3906 · Operating Cash Reserve	780,000	780,000			100%	
Net Income	699,330	643,617	9%	103,842	573%	
Total Equity	4,880,178	4,824,465	1%	3,789,788	29%	
TOTAL LIABILITIES & EQUITY	8,281,230	8,195,656	1%	7,241,930	14%	

	Operating Acct	Separate Acct
Month End Cash on Hand	\$ 2,158,671	
3901 · Mitigation Fees		\$ 307,297
3905 · Restricted for Debt Service		\$ 89,914
3902 · Asset Replacement Fund	\$ 400,000	
3906 · Operating Cash Reserve	\$ 780,000	
A/P & Payroll Liability	\$ 494,332	
Unencumbered cash	\$ 484,339	

Capital & Asset Replacement Funds	
Mitigation Fee Balance as of Feb-2018	\$ 307,297
Asset Replacement Fund (created Sep-17)	\$ 400,000
Depreciation to ARF at FYE 2018	\$ 220,067
FY 2017-18 Capital Purchase - Vehicles	\$ (288,000)
FY 2017-18 Capital Purchase - Property	\$ (341,000) Could be financed through HELP II Loan to preserve cash
FY 2017-18 Capital Purchase - Equipment	\$ (24,000)
FORECAST FYE 18 Capital & Asset Replacement Fund Balance	\$ 274,364

Del Puerto Health Care District
District v Budget YTD Summary
April 2018

	Apr 18	Budget	% of Budget	Jul '17 - Apr 18	YTD Budget	% of Budget	Annual Budget	Notes
Ordinary Income/Expense								
Income								
4000 · Net patient service revenue	299,758	346,724	86%	3,253,667	3,467,236	94%	4,160,683	Higher contractual allowances than budgeted
44000 · Tenant Income	600	1,250	48%	10,153	12,500	81%	15,000	Ended radiology lease
5905 · Other Income	23,641	10,958	216%	408,894	109,583	373%	131,500	Govt Exp Reimb & payer incentive payments
Total Income	323,999	358,932	90%	3,672,714	3,589,319	102%	4,307,183	
Gross Profit								
	323,999	358,932	90%	3,672,714	3,589,319	102%	4,307,183	
Expense								
6100 · Salaries & Wages	180,497	174,238	104%	1,797,490	1,742,375	103%	2,090,850	higher than budgeted overtime
6200 · Employee Benefits	53,739	54,579	98%	533,616	545,794	98%	654,953	
7000 · Professional Fees	77,151	73,492	105%	801,395	754,917	106%	901,900	legal fees (labor issues)
7100 · Purchased Services	34,693	36,600	95%	370,683	369,300	100%	442,500	
7200 · Supplies	11,490	14,458	79%	148,077	144,583	102%	173,500	timing of expenses
7600 · Utilities	5,091	6,100	83%	58,911	61,804	95%	74,005	
7800 · Rental and Lease	1,325	826	160%	9,573	8,258	116%	9,910	additional storage unit
8000 · Insurance	21,721	21,732	100%	217,212	217,315	100%	260,778	
8500 · Maintenance & Repairs	3,316	9,567	35%	103,191	95,667	108%	114,800	aging ambulance fleet
9400 · Depreciation and Amoritization	17,836	18,339	97%	176,991	183,389	97%	220,067	
9610 · Other operating expenses	14,376	20,018	72%	150,609	200,181	75%	240,217	
Total Expense	421,235	429,949	98%	4,367,748	4,323,583	101%	5,183,480	
Net Ordinary Income	(97,236)	(71,017)	137%	(695,034)	(734,264)	95%	(876,297)	
Other Income/Expense								
Other Income								
4300 · District Tax Revenues	141,019	113,333	124%	1,161,019	1,133,333	102%	1,360,000	
4400 · Non-Guaranteed Grant Revenue		1,000		1,232	10,000	12%	12,000	awarded in June 2018
5910 · Impact Mitigation Fees	11,955		100%	229,557		100%		
5920 · Investment Income	48	83	58%	1,683	833	202%	1,000	
5945 · Net Property Income	5,415	5,000	108%	56,380	50,000	113%	60,000	2017 Keystone C lease renewals
9615 · Interest Expense	(5,487)	(5,536)	99%	(55,505)	(55,363)	100%	(66,436)	
Total Other Income	152,950	113,880	134%	1,394,366	1,138,803	122%	1,366,564	
Other Expense								
4450 · Non-Guaranteed Grant Consultant		233			2,333		2,800	expensed in June 2018
Total Other Expense		233			2,333		2,800	
Net Other Income	152,950	113,647	135%	1,394,366	1,136,470	123%	1,363,764	
Net Income	55,714	42,630	131%	699,332	402,206	174%	487,467	
				(229,557)				Subtract Impact Mitigation Fees income to find net Ops
				469,775	402,206	117%		Ops YTD Net vs Ops YTD Budget

Del Puerto Health Care District
District Total vs Previous
April 2018

	Apr 18	Mar 18	Apr 17
Ordinary Income/Expense			
Income			
4000 · Net patient service revenue	299,758	368,458	273,184
44000 · Tenant Income	600	600	15,728
5905 · Other Income	23,641	95,635	70,471
Total Income	323,999	464,693	359,383
Gross Profit	323,999	464,693	359,383
Expense			
6100 · Salaries & Wages	180,497	189,773	165,001
6200 · Employee Benefits	53,739	58,792	48,670
7000 · Professional Fees	77,151	115,943	64,586
7100 · Purchased Services	34,693	39,463	44,520
7200 · Supplies	11,490	14,205	7,691
7600 · Utilities	5,091	5,690	7,143
7800 · Rental and Lease	1,325	1,217	841
8000 · Insurance	21,721	21,721	21,697
8500 · Maintenance & Repairs	3,316	26,900	13,043
9400 · Depreciation and Amortization	17,836	17,976	19,762
9610 · Other operating expenses	14,376	13,467	14,121
Total Expense	421,235	505,147	407,075
Net Ordinary Income	(97,236)	(40,454)	(47,692)
Other Income/Expense			
Other Income			
4300 · District Tax Revenues	141,019	113,333	101,550
4400 · Non-Guaranteed Grant Revenue		1,232	
5910 · Impact Mitigation Fees	11,955	5,949	2,083
5920 · Investment Income	48	200	134
5945 · Net Property Income	5,415	5,956	
9615 · Interest Expense	(5,487)	(5,501)	(10,561)
Total Other Income	152,950	121,169	93,206
Net Other Income	152,950	121,169	93,206
Net Income	55,714	80,715	45,514

Del Puerto Health Care District
YTD by Class
July 2017 through April 2018

	Total 01 DPHCD		02 Patterson District Ambulance		07-Providers		03-HC Ops		Total 03 Del Puerto Health Center		Total 06 Keystone Bldg C		TOTAL		% of Budget
	Jul '17 - Apr 18	Budget	Jul '17 - Apr 18	Budget	Jul '17 - Apr 18	Budget	Jul '17 - Apr 18	Budget	Jul '17 - Apr 18	Budget	Jul '17 - Apr 18	Budget	Jul '17 - Apr 18	Budget	
Ordinary Income/Expense															
Income															
4000 · Net patient service revenue			1,398,856	1,551,083			1,854,811	1,916,153	1,854,811	1,916,153			3,253,667	3,467,236	94%
44000 · Tenant Income							10,153	12,500	10,153	12,500			10,153	12,500	81%
5905 · Other Income	2,090	417	141,187	29,167			265,617	80,000	265,617	80,000			408,894	109,584	373%
Total Income	2,090	417	1,540,043	1,580,250			2,130,581	2,008,653	2,130,581	2,008,653			3,672,714	3,589,320	102%
Gross Profit	2,090	417	1,540,043	1,580,250			2,130,581	2,008,653	2,130,581	2,008,653			3,672,714	3,589,320	102%
Expense															
6100 · Salaries & Wages	241,710	252,621	747,542	747,521	292,518	287,050	515,720	455,183	808,238	742,233			1,797,490	1,742,375	103%
6200 · Employee Benefits	73,821	78,420	265,075	267,685	53,734	70,106	140,986	129,583	194,720	199,689			533,616	545,794	98%
7000 · Professional Fees	99,017	86,417	44,481	47,500	643,278	609,667	14,620	11,333	657,898	621,000			801,396	754,917	106%
7100 · Purchased Services	8,989	8,267	137,051	133,650	730		223,912	227,383	224,642	227,383			370,682	369,300	100%
7200 · Supplies	8,195	8,083	51,890	50,250			87,992	86,250	87,992	86,250			148,077	144,583	102%
7600 · Utilities	6,983	6,979	16,537	18,333			35,391	36,492	35,391	36,492			58,911	61,804	95%
7800 · Rental and Lease	4,401	4,167					5,172	4,092	5,172	4,092			9,573	8,259	116%
8000 · Insurance	20,972	21,042	113,901	113,901	37,139	37,139	45,201	45,233	82,340	82,372			217,213	217,315	100%
8500 · Maintenance & Repairs	2,466	4,667	79,272	64,583	191		21,263	26,417	21,454	26,417			103,192	95,667	108%
9400 · Depreciation and Amorization	25,792	25,417	80,070	77,139			71,129	80,833	71,129	80,833			176,991	183,389	97%
9610 · Other operating expenses	28,653	44,830	78,028	78,108	4,647	27,335	39,281	49,908	43,928	77,243			150,609	200,181	75%
Total Expense	520,999	540,910	1,613,847	1,598,670	1,032,237	1,031,297	1,200,667	1,152,707	2,232,904	2,184,004			4,367,750	4,323,584	101%
Net Ordinary Income	(518,909)	(540,493)	(73,804)	(18,420)	(1,032,237)	(1,031,297)	929,914	855,946	(102,323)	(175,351)			(695,036)	(734,264)	95%
Other Income/Expense															
Other Income															
4300 · District Tax Revenues	964,366	937,500	196,653	195,833									1,161,019	1,133,333	102%
4400 · Non-Guaranteed Grant Revenue							1,232	10,000	1,232	10,000			1,232	10,000	12%
5910 · Impact Mitigation Fees	229,557												229,557		100%
5920 · Investment Income	1,682	833	1										1,683	833	202%
5945 · Net Property Income											56,380	50,000	56,380	50,000	113%
9615 · Interest Expense							(55,505)	(55,363)	(55,505)	(55,363)			(55,505)	(55,363)	100%
Total Other Income	1,195,605	938,333	196,654	195,833			(54,273)	(45,363)	(54,273)	(45,363)	56,380	50,000	1,394,366	1,138,803	122%
Other Expense															
4450 · Non-Guaranteed Grant Consultant								2,333		2,333				2,333	
Total Other Expense								2,333		2,333				2,333	
Net Other Income	1,195,605	938,333	196,654	195,833			(54,273)	(47,696)	(54,273)	(47,696)	56,380	50,000	1,394,366	1,136,470	123%
Net Income	676,696	397,840	122,850	177,413	(1,032,237)	(1,031,297)	875,641	808,250	(156,596)	(223,047)	56,380	50,000	699,330	402,206	174%

Del Puerto Health Care District
Fiscal Year End Forecast
July 2017 through June 2018
Actual

	Actual										Budgeted		Jul '17 - Jun 18 Forecast	FY 2017-18 Budget	% Difference	
	Jul 17	Aug 17	Sep 17	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	Jun 18				
Ordinary Income/Expense																
Income																
4000 - Net patient service revenue	297,240	373,849	365,428	287,097	202,839	357,001	362,935	339,061	368,458	299,758	346,724	346,724	3,947,114	4,160,688	(5%)	
44000 - Tenant Income	1,193	593	1,793	1,193	1,193	1,193	593	1,200	600	600	1,250	1,250	12,651	15,000	(16%)	
5905 - Other Income	8,377	14,596	7,874	35,168	37,010	149,848	20,552	16,191	95,635	23,641	10,958	10,958	430,808	131,496	228%	
Total Income	306,810	389,038	375,095	323,458	241,042	508,042	384,080	356,452	464,693	323,999	358,932	358,932	4,390,573	4,307,184	2%	
Gross Profit	306,810	389,038	375,095	323,458	241,042	508,042	384,080	356,452	464,693	323,999	358,932	358,932	4,390,573	4,307,184	2%	
Expense																
6100 - Salaries & Wages	168,986	179,347	179,828	185,366	172,921	195,673	173,420	171,680	189,773	180,497	174,238	174,238	2,145,967	2,090,856	3%	
6200 - Employee Benefits	49,728	51,807	50,409	51,998	45,413	55,794	60,485	55,452	58,792	53,739	54,579	54,579	642,775	654,948	(2%)	
7000 - Professional Fees	61,710	62,070	89,489	63,474	66,122	90,218	84,037	91,181	115,943	77,151	73,492	73,492	948,379	901,902	5%	
7100 - Purchased Services	33,050	39,663	39,240	36,944	28,434	43,126	39,908	36,161	39,463	34,693	36,600	36,600	443,882	442,500	0%	
7200 - Supplies	19,068	10,951	12,809	19,317	19,700	9,496	20,305	10,736	14,205	11,490	14,458	14,458	176,993	173,496	2%	
7600 - Utilities	7,085	7,256	4,998	6,267	5,571	5,347	6,349	5,256	5,690	5,091	6,100	6,100	71,110	74,000	(4%)	
7800 - Rental and Lease	804	745	759	979	759	984	1,073	930	1,217	1,325	826	826	11,227	9,912	13%	
8000 - Insurance	21,721	21,721	21,721	21,721	21,721	21,721	21,721	21,721	21,721	21,721	21,732	21,732	260,674	260,783	(0%)	
8500 - Maintenance & Repairs	6,292	9,008	8,126	4,750	9,113	7,607	20,915	7,165	26,900	3,316	9,567	9,567	122,326	114,804	7%	
9400 - Depreciation and Amortization	15,907	17,789	17,836	17,836	17,836	17,836	18,162	17,976	17,976	17,836	18,339	18,339	213,668	220,068	(3%)	
9610 - Other operating expenses	13,208	15,018	12,739	17,953	16,335	19,823	12,401	15,289	13,467	14,376	20,018	20,018	190,645	240,216	(21%)	
Total Expense	397,559	415,375	437,954	426,605	403,925	467,625	458,776	433,547	505,147	421,235	429,949	429,949	5,227,646	5,183,485	1%	
Net Ordinary Income	(90,749)	(26,337)	(62,859)	(103,147)	(162,883)	40,417	(74,696)	(77,095)	(40,454)	(97,236)	(71,017)	(71,017)	(837,073)	(876,301)	(4%)	
Other Income/Expense																
Other Income																
4300 - District Tax Revenues	113,333	113,333	113,333	113,333	113,333	113,333	113,333	113,333	113,333	141,019	141,019	141,019	1,443,054	1,359,996	6%	
4400 - Non-Guaranteed Grant Revenue									1,232		1,000	1,000	3,232	12,000	(73%)	
5910 - Impact Mitigation Fees																
5920 - Investment Income	278	148	202	137	132	146	211	182	200	48	83	83	1,850	996	86%	
5945 - Net Property Income																
9615 - Interest Expense	(5,614)	(5,600)	(5,586)	(5,572)	(5,558)	(5,544)	(5,530)	(5,515)	(5,501)	(5,487)	(5,536)	(5,536)	(66,579)	(66,432)	0%	
Total Other Income	107,997	107,881	107,949	107,898	107,907	107,935	108,014	108,000	109,264	135,580	136,566	136,566	1,381,557	1,366,560	1%	
Other Expense																
4450 - Non-Guaranteed Grant Consultant											233	233	466	2,796	(83%)	
Total Other Expense											233	233	466	2,796	(83%)	
Net Other Income	107,997	107,881	107,949	107,898	107,907	107,935	108,014	108,000	109,264	135,580	136,333	136,333	1,381,091	1,363,764	1%	
Net Income	17,248	81,544	45,090	4,751	(54,976)	148,352	33,318	30,905	68,810	38,344	65,316	65,316	544,018	487,463	12%	

Property Income	\$	66,380
Add-back Mitigation funds received this year	\$	229,557
Forecast FYE Net	\$	839,955

Del Puerto Health Care District
Warrants by Bank Account
April 2018

Type	Date	Num	Name	Credit
1000a - Cash and cash equivalents				
1000 - Tri Counties Bank				
1001 - TCB-Operating Checking				
Check	04/01/2018	wd	lease payment	45.72
Check	04/01/2018	wd	lease payment	45.72
Bill Pmt -Check	04/05/2018	26872	Beta Healthcare Group	18,443.85
Bill Pmt -Check	04/05/2018	26873	CA Occupational Physicians	507.00
Bill Pmt -Check	04/05/2018	26874	Greenway Health	1,923.35
Bill Pmt -Check	04/05/2018	26875	Hospital Biomedical Services	3,659.79
Bill Pmt -Check	04/05/2018	26876	Ishani Ray-Datta, MD	21,602.58
Bill Pmt -Check	04/05/2018	26877	Jose Rodriguez, MD	33,333.33
Bill Pmt -Check	04/05/2018	26878	Keystone Pacific Business Park Owners	2,088.00
Bill Pmt -Check	04/05/2018	26879	Life-Assist	4,368.17
Bill Pmt -Check	04/05/2018	26880	McAuley Ford	3,130.96
Bill Pmt -Check	04/05/2018	26881	McKesson Medical Surgical Inc.	377.40
Bill Pmt -Check	04/05/2018	26882	Mission Linen Supply	860.11
Bill Pmt -Check	04/05/2018	26883	Owsley Lock and Key	70.00
Bill Pmt -Check	04/05/2018	26884	Pfizer Inc.	1,657.38
Bill Pmt -Check	04/05/2018	26885	Pickle, Cheryle	2,310.00
Bill Pmt -Check	04/05/2018	26887	Stericycle	1,651.09
Bill Pmt -Check	04/05/2018	26888	Verizon Wireless	206.56
Bill Pmt -Check	04/05/2018	26889	Vivial	45.85
Bill Pmt -Check	04/05/2018	26891	Mission Linen Supply	963.05
Check	04/05/2018	eft	Tri Counties Bank	32.00
Bill Pmt -Check	04/07/2018	26951	Availability Professional Staffing	216.32
Bill Pmt -Check	04/07/2018	26952	Bound Tree Medical LLC	495.75
Bill Pmt -Check	04/07/2018	26953	Comcast - E Street	181.36
Bill Pmt -Check	04/07/2018	26955	Patterson Irrigator	185.25
Bill Pmt -Check	04/07/2018	26956	Pickle, Cheryle	2,500.00
Bill Pmt -Check	04/07/2018	26957	Shred-it US JV LLC	103.85
Bill Pmt -Check	04/07/2018	26958	Streamline/Digital Deployment	200.00
Bill Pmt -Check	04/07/2018	26960	WageWorks, Inc.	60.00
Bill Pmt -Check	04/07/2018	26961	West Interactive Services Corporation	332.00
Bill Pmt -Check	04/07/2018	26962	ReadyRefresh by Nestle	28.04
Bill Pmt -Check	04/07/2018	26963	McKesson Medical Surgical Inc.	1,212.39
Bill Pmt -Check	04/07/2018	26964	Modesto Welding Products	188.00
Bill Pmt -Check	04/07/2018	26965	ReadyRefresh by Nestle	146.26
Bill Pmt -Check	04/07/2018	26966	Sanofi Pasteur, Inc	596.88
Bill Pmt -Check	04/07/2018	26967	Shred-it US JV LLC	146.99
General Journal	04/09/2018	je 4-31		
Check	04/11/2018	26893	Spartan Race, Inc:2018-03-23 thru 25	1,950.00
Bill Pmt -Check	04/11/2018	eft	TSYS Health Services - CC processing	97.26
Bill Pmt -Check	04/11/2018	26895	Airgas USA, LLC	274.48
Bill Pmt -Check	04/11/2018	26896	Availability Professional Staffing	770.64
Bill Pmt -Check	04/11/2018	26897	BICSEC Security, Inc	25.00
Bill Pmt -Check	04/11/2018	26898	Bound Tree Medical LLC	1,139.47
Bill Pmt -Check	04/11/2018	26900	Frontier	112.90
Bill Pmt -Check	04/11/2018	26901	Globalstar USA	196.16
Bill Pmt -Check	04/11/2018	26902	Graphic Print Stop	68.04
Bill Pmt -Check	04/11/2018	26903	J.B. Anderson Land Use Planning	476.00
Bill Pmt -Check	04/11/2018	26905	LDA Partners, LLP	750.00
Bill Pmt -Check	04/11/2018	26906	M & M Computer Services	181.00
Bill Pmt -Check	04/11/2018	26907	Malm Fagundes LLP	5,242.60
Bill Pmt -Check	04/11/2018	26909	McKesson Medical Surgical Inc.	1,833.26
Bill Pmt -Check	04/11/2018	26910	Merck Sharp & Dohme Corp	1,947.83
Bill Pmt -Check	04/11/2018	26911	MO-CAL Office Solutions	462.01
Bill Pmt -Check	04/11/2018	26912	Pacific Records Management	359.94
Bill Pmt -Check	04/11/2018	26913	Patterson Irrigator	30.00
Bill Pmt -Check	04/11/2018	26914	Pitney Bowes	723.57
Bill Pmt -Check	04/11/2018	26915	Sanofi Pasteur, Inc	1,798.63
Bill Pmt -Check	04/11/2018	26917	Staples Advantage	722.32

Del Puerto Health Care District
Warrants by Bank Account
April 2018

Type	Date	Num	Name	Credit
Bill Pmt -Check	04/11/2018	26918	Turlock Irrigation District	1,209.47
Bill Pmt -Check	04/11/2018	26919	U.S. Bank Corporate Payment Center	4,548.71
Bill Pmt -Check	04/11/2018	26920	Westside Landscape & Concrete	240.00
Bill Pmt -Check	04/11/2018	26921	Comcast - E Street	332.44
Bill Pmt -Check	04/11/2018	26922	Comcast Business Voice Edge	1,619.73
Bill Pmt -Check	04/11/2018	26923	SEMSA Sierra Medical Services Alliance	6,272.72
General Journal	04/11/2018	je 4-25	El Rosal	
Bill Pmt -Check	04/15/2018	ACH	U.S. Bank Equipment Finance	290.19
Bill Pmt -Check	04/18/2018	26925	AMR-American Medical Response	4,400.00
Bill Pmt -Check	04/18/2018	26926	Bound Tree Medical LLC	420.98
Bill Pmt -Check	04/18/2018	26930	Cota Cole LLP	3,370.69
Bill Pmt -Check	04/18/2018	26931	Crescent Work & Outdoor #1	264.22
Bill Pmt -Check	04/18/2018	26932	Elena Chavez	250.00
Bill Pmt -Check	04/18/2018	26933	HireRight, LLC	102.77
Bill Pmt -Check	04/18/2018	26934	Language Line	100.00
Bill Pmt -Check	04/18/2018	26935	Medtech Billing Services, Inc	16,415.54
Bill Pmt -Check	04/18/2018	26936	Mission Linen Supply	264.64
Bill Pmt -Check	04/18/2018	26937	O'Reilly Auto Parts	87.37
Bill Pmt -Check	04/18/2018	26938	Patterson Family Pharmacy	69.00
Bill Pmt -Check	04/18/2018	26939	Physicians Service Bureau	126.30
Bill Pmt -Check	04/18/2018	26940	Pro Transport-1 LLC	5,950.00
Bill Pmt -Check	04/18/2018	26941	Ray's Radio Shop	164.52
Bill Pmt -Check	04/18/2018	26942	S.O.S. Janitorial Service	1,960.00
Bill Pmt -Check	04/18/2018	26946	Workbench True Value Hdwe.	87.88
Bill Pmt -Check	04/18/2018	26947	AMR-American Medical Response	286.00
General Journal	04/18/2018	je 4-24	GEMT	
Check	04/18/2018	EFT	Tri Counties Bank	42.10
Bill Pmt -Check	04/20/2018	EFT	City Of Patterson 875 E St.	192.75
Bill Pmt -Check	04/20/2018	26948	Airgas USA, LLC	120.15
Bill Pmt -Check	04/20/2018	26949	City Of Patterson 875 E St.	382.48
Bill Pmt -Check	04/20/2018	26950	WageWorks, Inc.	60.00
Check	04/30/2018	wd	bank fee	25.00
Check	04/30/2018	wd	bank fee	25.00
Check	04/30/2018	26988	Medtech Billing Services, Inc	251.84
Bill Pmt -Check	04/30/2018	EFT	TSYS Health Services - CC processing	125.63
Total 1001 · TCB-Operating Checking				173,134.23
1002 · TCB-Payroll Account				
Liability Check	04/04/2018		QuickBooks Payroll Service	47,135.34
Paycheck	04/05/2018	23799	Baltazar, Susana	1,708.93
Paycheck	04/05/2018	23798	Casillas, Yaneth K.	938.15
Paycheck	04/05/2018	23797	Uanrachawong, Tina	1,201.39
Paycheck	04/05/2018	23796	Hey, Lennard S.	4,524.03
Paycheck	04/05/2018	23802	Cousins, Brandon D.	2,000.84
Paycheck	04/05/2018	23801	Estes, Daniel R.	179.91
Paycheck	04/05/2018	23800	Perreira, Sanford-Joseph K.	1,181.84
Liability Check	04/05/2018	E-pay	EDD State of California	602.22
Liability Check	04/05/2018	E-pay	Internal Revenue Service	2,084.18
Liability Check	04/05/2018	E-pay	EDD State of California	3,417.94
Liability Check	04/05/2018	E-pay	Internal Revenue Service	19,990.02
Liability Check	04/05/2018	23803	Franchise Tax Board	611.58
Liability Check	04/05/2018	23804	Monterey County Dept. of Child Support	46.61
Liability Check	04/05/2018	23805	United Steelworkers	323.64
Liability Check	04/05/2018	23806	VALIC	6,395.31
Liability Check	04/18/2018		QuickBooks Payroll Service	43,260.57
Liability Check	04/18/2018	23819	California State Disbursement Unit	1,381.10
Liability Check	04/18/2018	23820	VALIC	873.78
Liability Check	04/18/2018	23821	VALIC	267.73
Paycheck	04/19/2018	23810	Baltazar, Susana	1,708.91
Paycheck	04/19/2018	23811	Casillas, Yaneth K.	938.16
Paycheck	04/19/2018	23812	Uanrachawong, Tina	1,264.53

Del Puerto Health Care District
Warrants by Bank Account
April 2018

Type	Date	Num	Name	Credit
Paycheck	04/19/2018	23813	Hey, Lennard S.	4,380.52
Paycheck	04/19/2018	23807	Cousins, Brandon D.	1,599.22
Paycheck	04/19/2018	23808	Estes, Daniel R.	223.97
Paycheck	04/19/2018	23809	Perreira, Sanford-Joseph K.	1,622.85
Liability Check	04/19/2018	23814	California State Disbursement Unit	555.82
Liability Check	04/19/2018	23815	Franchise TB Garnishment 21	100.00
Liability Check	04/19/2018	23816	Monterey County Dept. of Child Support	46.61
Liability Check	04/19/2018	23817	United Steelworkers	290.91
Liability Check	04/19/2018	23818	VALIC	5,838.33
Liability Check	04/19/2018	E-pay	Internal Revenue Service	18,248.38
Liability Check	04/19/2018	E-pay	EDD State of California	3,137.12
Paycheck	04/20/2018	23822	Swenson, Cheryl L.	1,959.98
Liability Check	04/20/2018	E-pay	EDD State of California	119.55
Liability Check	04/20/2018	E-pay	Internal Revenue Service	344.52
Liability Check	04/24/2018	23823	Aflac	1,819.35
Liability Check	04/24/2018	23824	Aflac	213.23
Liability Check	04/24/2018	23825	Delta Dental	447.73
Liability Check	04/24/2018	23826	Delta Dental	2,319.81
Liability Check	04/24/2018	23827	Metlife - Group Benefits	83.37
Liability Check	04/24/2018	23828	Metlife - Group Benefits	403.90
Liability Check	04/24/2018	23829	CA Choice	1,159.20
Liability Check	04/24/2018	23830	CA Choice	20,613.44
Liability Check	04/27/2018	23831	VALIC	67.55
Liability Check	04/27/2018	23832	MES Vision	28.91
Liability Check	04/27/2018	23833	MES Vision	453.79
Liability Check	04/30/2018	23846	Franchise Tax Board	198.55
Total 1002 · TCB-Payroll Account				208,313.32
1007 · TCB - Keystone C				
Bill Pmt -Check	04/07/2018	10083	Tru-Tech	555.00
Bill Pmt -Check	04/17/2018	eft	Tri Counties Bank	7,442.07
Bill Pmt -Check	04/18/2018	10080	City Of Patterson 875 E St.	144.12
Bill Pmt -Check	04/18/2018	10081	Gilberto Arroyo	325.00
Total 1007 · TCB - Keystone C				8,466.19
Total 1000 · Tri Counties Bank				389,913.74
Total 1000a · Cash and cash equivalents				389,913.74
1003 · Restricted Funds				
1003a · TCB-USDA Debt Reserve				
Check	04/16/2018	WD	USDA Rural Development Loan	10,060.00
Total 1003a · TCB-USDA Debt Reserve				10,060.00
Total 1003 · Restricted Funds				10,060.00
TOTAL				399,973.74

The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM

DEPT: HEALTH CENTER

BOARD AGENDA: 8.A

CONSENT CALENDAR: NO

AGENDA DATE: June 25, 2018

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT: Professional Services Agreement with Dr. Sudy Yang, Pediatrician

STAFF RECOMMENDATION:

The Board approve a three-year Professional Services Agreement with Dr. Sudy Yang.

CONSIDERATIONS:

The health center is unable to see all the pediatric patients who would like to schedule. DPHC is the only provider to have full-time Pediatricians on staff in Patterson.

POLICY ISSUE:

The District employs outside contractors or consultants for professional services, including, but not limited to, construction, engineering, planning, environmental review projects, auditing, legal, financial, revenue cycle management, and physician services. Board of Director approval of consultant contracts is required for contracted amounts over \$5000.00 or whenever a budget for the service does not exist or a budget overage is anticipated. Multi-year contracts and changes to multi-year contracts will be approved by the Board of Directors.

FISCAL IMPACT:

The monthly contract rate for pediatricians at Del Puerto Health Care District is \$20,002.50 (equivalent to \$240,030 per year). Additional benefits and expense reimbursements (up to \$24,135) increase the expected annual cost for a pediatrician to \$264,165.

DISTRICT PRIORITY:

Bringing an additional Pediatrician to DPHC addressed the District's priority to provide access to health care services on the west side of Stanislaus County.

STAFFING IMPACT:

As patient visits increase, the Health Center will have to consider adding additional medical assisting staff.

CONTACT PERSON:

Health Center Medical Director, Jose Rodriguez, MD

ATTACHMENT(S):

Proposed professional services agreement with Dr. Sudy Yang

Del Puerto Health Care District

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as “Agreement”) is made as of June 30, 2018, or, if later, on the date this Agreement has been fully-executed by the parties (“**Effective Date**”) by and between Del Puerto Health Care District (“**District**”) and Sudy Yang, M.D. (“**Physician**”) (“District and Physician shall each be known as a “party” and together as the “parties.”)

RECITALS

A. WHEREAS, District is a California healthcare district providing health care and medical services, including primary care, pediatrics, urgent care, and industrial care to persons who reside in the community, including, but not limited to those who have limited ability to pay, or who are otherwise medically underserved (“Patients”);

B. WHEREAS, District has established a clinic located at 1700 Keystone Pacific Parkway, Suite B, Patterson, CA 95363 for the purposes of providing primary care and pediatric medical services to Patients (“Health Center”);

C. WHEREAS, prior to the Start Date, Physician will be licensed to practice medicine in the State of California with a specialty in pediatric medicine and desires to provide pediatric services (“Services”) to Patients; and

D. WHEREAS, District wishes to secure the services of Physician to provide Services to Patients presenting at the Health Center and at such other clinics or facilities as the District may establish within its boundaries from time to time.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties to this Agreement agree as follows:

ARTICLE I PHYSICIAN RESPONSIBILITIES

1.1 Practice Establishment. The first day Physician provides Services hereunder shall be known as the Start Date. Commencing on the Start Date, Physician shall establish a full-time medical practice (the “Practice”) at the Health Center, in order to provide Services as medically necessary and in accordance with the terms and provisions of this Agreement. In the event the District establishes additional clinics within the District’s legal geographic boundaries (“Additional Clinic(s)”) offer pediatric services, Physician shall provide Services at such Additional Clinics as scheduled by the District and as governed by this Article. District and Physician shall memorialize the Start Date in writing once it is agreed upon.

1.2 Full-Time Practice. Physician agrees to be available to provide Services in shifts of ten (10) hours per day, four (4) days a week, Monday through Thursday, inclusive, for forty-eight (48) weeks a year during the Health Center’s (and/or any Additional Clinic’s) regularly scheduled hours of operation, as scheduled by District. District and Physician may mutually agree to modify these work shifts (e.g., 8 hours per day 5 days per week). New Year’s Day, Independence Day, Thanksgiving Thursday, and Christmas Day are paid days off when these holidays fall on a regular clinic operating day and the clinic is closed.

1.3 Medical Director and Call.

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1.3.1 The District contracts with a Health Center Medical Director (“Medical Director”) to provide oversight of all medical services provided through the Health Center and/or any additional clinic’s. Physician agrees to consult with Medical Director on Health Center protocols and Services provided by Physician.

1.3.2 Physician will be required to take after hour call from in one-week (Monday – Sunday) blocks. Call weeks are shared evenly among physicians and physician extenders. Current share of call is one week out of four but is subject to change if the Health Center staff includes more or less than four licensed providers. When on call Physician shall not be required to be physically present at the Health Center or any Additional Clinic or any other place to provide Services, but only to be available for consultation by telephone. Physician shall not be required to take call for Services more than one week out of four, without Physician’s consent.

1.4 Physician Extenders.

1.4.1 When present at the Health Center or any Additional Clinic, Physician shall be available to consult with the District’s Nurse Practitioner(s) and Physician Assistant(s) (collectively “Physician Extenders”) in the provision of Services to Patients.

1.4.2 District and Medical Director shall consult with Physician on Physician Extenders to be hired and/or retained by the District.

1.4.3 In the event Physician determines a Physician Extender is not performing his or her duties in a manner meeting the applicable standard of care in pediatrics or is behaving inappropriately toward Patients, fellow employees, families of Patients or visitors at the Health Center, Physician shall report such concerns to the Medical Director. It shall be the District’s sole responsibility to take whatever actions it deems necessary with regard to such Physician Extender.

1.5 Coverage Requirements. When Physician is unable to provide Services due to illness, family emergency or any situation beyond her objective control, District administration shall secure the services of a qualified covering physician, to perform the Services and all other Physician duties hereunder, including, but not limited to, duties involving Physician Extenders, until Physician is able to reassume her duties. District shall be solely responsible for compensating such covering physician.

1.6 Notification to District. Physician shall make best efforts to notify the District, in writing, at least thirty (30) days in advance, if and when she is going to be unavailable to perform Services because of vacation or CME.

1.7 Other Activities; Conflict of Interest. Physician shall not engage in any activities which either (i) create a conflict of interest, or (ii) interfere with Physician’s performance of her duties hereunder. In the event of a dispute between Physician and District regarding such matter, either party may seek resolution pursuant to Section 9.6 of this Agreement.

1.8 Compliance with Law. Physician shall at all times during the term of this Agreement comply with all applicable federal, state or municipal statutes and ordinances, all applicable rules, regulations, and ethical standards of the Medical Board of California.

1.9 Participation in QA, UR, and Risk Management Activities. Physician shall be flexible with their clinic scheduled days to if they are needed to (a) participate in and comply with District’s quality improvement, utilization review and risk management programs, including the District’s Quality Review Committee; (b) participate in on-going quality improvement monitoring activities, such as audits; (c)

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participate in risk management activities designed to identify, evaluate and reduce risk of patient injury associated with care; and (d) assist utilization review in setting, monitoring and achieving utilization goals, all at no cost to Physician.

1.10 Maintenance of Licensing and Board Certification. Physician hereby represents and warrants she (i) currently holds an unrestricted license to practice medicine in the State of California, and (ii) is Board eligible in Pediatrics by the American Board of Pediatrics. Physician also agrees she will become Board certified in Pediatrics by the American Board of Pediatrics no later than October 31, 2019 or will be considered to be in breach of a material term in this agreement as defined in Section 6.4.

1.11 Enrollment in Medicare and Medi-Cal Programs. Physician hereby represents she is currently, or by the Start Date will have submitted the application to be, a participating provider, in the Medicare and Medi-Cal program. Physician also represents, to her knowledge, she is not, and has never been, a suspended or ineligible provider for Medicare and Medicaid.

1.12 Documentation. Physician shall furnish District with documentation reasonably requested by District relating to Physician's health status (as it relates to work availability), licensure status, board certification(s), other professional qualifications, and membership status in professional entities, investigations, disciplinary actions, professional liability claims or civil or criminal investigations or actions relating to Physician's professional practice or qualifications. Physician hereby authorizes the Medical Board of California, as well as all hospitals, healthcare entities and peer review bodies with which Physician is or has been affiliated to provide District with all confidential peer review information and documents relating in any way to Physician's professional qualifications. The District pledges all the aforementioned information shall be maintained in confidence.

1.13 Medical Records. Physician shall prepare complete, timely, and accurate electronic medical and other relevant records with respect to Services in accordance with usual and customary standards (including routine completion of medical records on the same day of visit except in cases where unforeseen circumstances prohibit same day completion), including but not limited to the rules and requirements of all insurers who may be billed by District for Services. All such information and records relating to any Patient receiving Services shall be: (i) prepared on forms developed, provided or approved by Health Center and (ii) be the sole property of the District; provided, however, subject to restrictions required by law and when required for legal defense, Physician shall have access to, and the ability to copy, such information and records. District shall maintain such information and records in strict compliance with all applicable records safekeeping and records retention laws, rules, regulations and requirements.

1.14 Use of Physician's Name. Subject to Physician's prior review and approval, during the term of this Agreement Physician shall allow District to use her name and likeness in advertisements and other marketing materials and to list her name on its provider lists.

ARTICLE II DISTRICT RESPONSIBILITIES

2.1 Office Support; Staffing. District shall provide to Physician, at no cost to Physician, such, office space, equipment, and office administrative staff as District deems reasonably necessary, following consultation with Physician, to provide adequate support to the Practice.

2.2 Scheduling and Coordination of Services. District shall schedule and coordinate the

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provision of Services for and on behalf of Physician.

2.3 Insurance.

2.3.1 Professional Liability Insurance. District shall purchase, at its own expense, and maintain in effect during the term of this Agreement (or any successor agreement under which Physician provides Services to Patients as well as the period set forth in Section 6.6, if applicable) professional liability insurance in the minimum amount of One Million dollars (\$1,000,000) per claim/occurrence and Three Million Dollars (\$3,000,000) annual aggregate, to insure Physician, District, its Physician Extenders, employees and independent contractors against any claim or claims for damages, whether arising by reason of personal injury or death occurring directly or indirectly in connection with the performance of any Services for Patients; provided, however, such minimum coverage limits shall be separate limits applicable to Physician and not shared limits with District, its Physician Extenders, employees and independent contractors. If such policy is a claims-made form of coverage it shall have a retroactive date no later than the Start Date, and District shall maintain tail coverage in perpetuity following the expiration or earlier termination of this Agreement (or any successor agreement under which Physician provides Services to Patients as well as at the end of the period set forth in Section 6.6, if applicable). District shall provide Physician with a certificate evidencing such coverage (including but not limited to tail coverage) in at least the coverage limits set forth above at least two (2) business days following Physician's written request for same. District shall immediately inform Physician in writing in the event District receives any notice the policy required hereunder is or will be modified or amended. Insurance provided under this Section 2.3.1 shall be from an insurance company with an AM Best rating of at least A VIII

2.3.2 General Liability Insurance. District shall purchase, at its own expense, and maintain in effect during the term of this Agreement (or any successor agreement under which Physician provides Services to Patients) general comprehensive liability insurance in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate, as shall be necessary to insure District, and District's own employees, officers, agents, directors, Physician Extenders and independent contractors, including Physician, against any claim or claims for damages, whether arising by reason of personal injuries or death on District premises. District shall provide Physician with a certificate evidencing such coverage in two (2) business days following Physician's written request for same. District shall immediately inform Physician in writing in the event District receives any notice the policy required hereunder is or will be modified or amended. Insurance provided under this Section 2.3.2 shall be on an occurrence basis and from an insurance company with an AM Best rating of at least A VIII.

2.3.3 Duplicate Coverage. District and Physician agree to work together to coordinate insurance coverage and to ensure there is no duplicate insurance coverage.

2.4 Compliance with Law. District and Physician shall at all times during the term of this Agreement comply with all applicable federal, state or municipal statutes and ordinances, all applicable rules, regulations, and ethical standards applicable to District, including but not limited to requirements for billing for Services.

2.5 Administrative Assistance with Applications. District shall assist Physician in submitting applications to become a participating provider in the Medicare and Medi-Cal programs as well as such

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other programs in which District wishes Physician to become a participating provider.

ARTICLE III

BILLING OF CLAIMS AND REASSIGNMENT OF PROFESSIONAL FEES

3.1 Billing and Collection. District shall bill and collect all professional fees generated by in the provision of Services as follows:

3.1.1 District shall bill and collect from Medicare and Medi-Cal in its own right for Services provided by Physician and Physician Extenders to Rural Health Clinic Patients (Section 1861(aa)(2) of the Social Security Act);

3.1.2 District shall act as Physician's exclusive billing agent for all other third-party payors for Services, provided by Physician and Physician Extenders, and be entitled to all collections derived therefrom.

3.1.3 The revenues collected by District on Physician's behalf, less the compensation paid by District to Physician pursuant to **Exhibit "A"** hereto, represents the reasonable value of the billing and other services, personnel, facilities and equipment made available by District to Physician in this Agreement, does not result in any illegal profit or gain to District from the Services and allows District to ensure District's fees and charges, if any, are reasonable, fair, and consistent with the basic commitment of District to provide adequate health care to all residents within its boundaries, as required by Section 32129 of the California Health and Safety Code.

3.1.4 Physician does not guarantee any collections from the provision of Services.

3.2 Inspection and Copying of Financial Records. Physician shall have the right, during the District's normal business hours, to inspect and copy, at Physician's expense, District's records regarding billing and collection for the Services provided by Physician. Such inspection and copying rights shall extend to all post-termination Services provided by Physician pursuant to Sub-Section 6.6 of this Agreement. Physician shall have unrestricted access to Medicare claims submitted by District for Services provided by Physician, and the District and Physician shall be jointly and severally responsible for any Medicare overpayment to District; provided, however, unless a refund is due to Medicare/CMS determination Physician was not eligible to bill for reimbursement for the particular Services provided, District shall indemnify, defend and hold Physician harmless from and against any such overpayments as well as any interest, penalties and any other amounts, claims and liabilities arising by reason of such overpayments.

ARTICLE IV COMPENSATION

4.1 Physician Compensation. District shall compensate Physician for the Services provided hereunder in accordance with the schedule set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference.

4.2 Physician's Failure to Meet Medical Records Requirements. In the event Physician fails to submit medical charts in a timely manner or in compliance with the standard of care for such charting, District shall have the right to terminate Physician pursuant to Section 6.3.2.

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4.3 Fair Market Value Compensation. The consideration paid by District to Physician as set forth herein is commensurate with the fair market value of Physician's services. No part of such payments by District is made with the intent to induce the referral of patients by Physician to District, nor is Physician under any obligation whatsoever, either explicit or implied, to refer patients to District.

ARTICLE V INDEPENDENT CONTRACTORS

Physician is and shall at all times be an independent contractor with respect to District in the performance of her obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Physician and District. Physician shall not hold herself out as an officer, agent or employee of District or incur any contractual or financial obligation on behalf of District, without District's prior written consent.

Except as otherwise set forth in this Agreement, Physician shall be solely responsible for paying all her expenses, including, but not limited to, health and disability insurance, life insurance, retirement plan contributions, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes and withholdings.

In the event this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Physician hereby waives for the period prior to the date such determination becomes final, any and all claims to coverage under District's pension, profit-sharing, health, dental, welfare or similar type plans which are generally limited to District's employees, unless otherwise agreed by District in writing.

ARTICLE VI TERM AND TERMINATION

6.1 Term. Except as provided at Section 6.6, below, this Agreement shall remain in full force and effect for a term of three (3) years, effective as of the Start Date ("Initial Term"). At least thirty (30) days prior to the expiration of the Initial Term, and each succeeding term of this Agreement, the parties shall meet to discuss renewal of the Agreement, and any desired amendments.

6.2 Automatic Termination. Notwithstanding any other provision in this Agreement, this Agreement shall automatically terminate without the requirement of any notice when any of the following occurs:

6.2.1 Physician's license to practice medicine in the State of California expires or is suspended, restricted or subjected to conditions of probation, without regard to whether or not such revocation, expiration, suspension, restriction or condition of probation has been finally adjudicated;

6.2.2 Physician dies, or becomes disabled (a "disability" for purposes of this section is defined as either a physical or mental disability certified by two physicians which prevents Physician from performing the essential tasks comprising Services for more than 45 days in any six-month period or a pregnancy disability which prevents Physician from performing the essential tasks comprising Services for more than 12 weeks in any twelve-month period);

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6.2.3 Physician's professional status at any health care entity of which Physician is a member or applicant for membership is denied, terminated, suspended, or restricted, for a medical disciplinary cause or reason;

6.2.4 Physician's status as a provider in the Medicare program or the Medi-Cal program, or in any other managed care contracting plan or program is terminated, suspended or restricted; or

6.2.5 Physician is convicted of a crime involving moral turpitude;

6.2.6 District fails to keep in full force and effect the insurance required by Section 2.3

6.3 Automatic Termination After Notice to Physician. Notwithstanding any other provision in this Agreement, this Agreement shall automatically terminate upon not fewer than thirty (30) days prior written notice from District to Physician when any of the following occurs:

6.3.1 Physician engages in conduct which, for any cause or reason, including but not limited to the inability of Physician to work effectively with others, is determined by District in its reasonable discretion to be unethical, detrimental to patient safety or to the delivery of quality patient care,

6.3.2 Physician routinely fails to complete medical charts, forms or reports on the same business day Services are provided, after being advised of deficiencies in doing so two or more times in writing within a twelve (12) month period;

6.3.3 Physician fails to qualify for the necessary professional liability insurance coverage required pursuant to the terms of this Agreement; or

6.3.4 Physician's breach of any of the material terms or covenants of Article VII.

6.4 Other Terminations. This Agreement may also be terminated upon the breach of a material term, excluding any occurrences described at Section 6.1 or 6.2, if such material breach is not cured to the reasonable satisfaction of the non-breaching party within fifteen (15) days of written notice to the breaching party; provided, however, if the breach is the failure of District to timely pay an amount under this Agreement, such written notice shall be five (5) business days.

6.5 Without Cause Termination. This Agreement may be terminated without cause by either party at any time by giving at least sixty (60) days prior notice to the other party. In the event this Agreement is terminated prior to the end of the Initial Term the parties may not enter into the same or substantially the same arrangement prior to the first (1st) anniversary of the Start Date.

6.6 Probationary Period. Any provision of this Agreement to the contrary notwithstanding, the parties agree the first 90 days following the Start Date shall be deemed a probationary period and subject to the provisions of this Section 6.6. During this probationary period and within five (5) business days after its conclusion, either party in the exercise of its absolute discretion may terminate the Agreement immediately, with or without cause upon not fewer than three (3) days prior notice to the other. Unless sooner terminated, within five (5) business days following the end of the probationary period, the parties shall meet and discuss the mutual desirability of continuing the Agreement. If the Agreement is not terminated by either party under this Section 6.6, the Agreement shall be considered confirmed by the parties and shall continue in accordance with the other provisions of Article VI.

6.7 Post-Termination Obligations. Upon termination or expiration of this Agreement, Physician shall assist District in the transfer of Physician's Patients to other appropriate physicians

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credentialed by the District and shall continue to provide Services to such Patients in acute distress or in critical need of care until such transfer is completed, or until the District has specifically assumed responsibility for Services to Patients, but in no event for more than thirty (30) days following termination of this Agreement. Physician shall receive compensation as set forth in Exhibit A, part 1 through 5, on a pro rata daily basis for each day Services are provided after the effective date of termination, and District shall continue to satisfy its non-compensation obligations under this Agreement during such period as if this Agreement were still in effect. Upon termination or expiration of this Agreement, District shall also timely pay to Physician all accrued but unpaid compensation or reimbursement owed to Physician under this Agreement.

ARTICLE VII

CONFIDENTIAL AND PROPRIETARY INFORMATION AND NON-SOLICITATION

7.1 Non-Solicitation. During the Term of this Agreement, and for a period of one (1) year after its termination, Physician shall not, either alone or as a partner, joint venture, officer, director, trustee, employee, consultant or stockholder of, or any similar capacity with, any company or business organization recruit, solicit, or otherwise seek to induce employees or contract physicians of District or any of its subsidiaries or affiliates to terminate their employment or contract relationships with District or any such subsidiary or affiliate, nor shall Physician solicit or induce any third party with which District has a contractual or business relationship, to terminate its relationship with District or to reduce the volume of patients referred by any such organization or entity to District.

7.2 Proprietary Property of District. Physician acknowledges District, in connection with its business, has developed certain operating manuals, symbols, trademarks, trade names, service marks, designs, patient lists, procedures, processes, and other copyrighted, patented, trademarked, or legally protectable information, which is confidential and proprietary to District. Physician shall not use any name, symbol, mark, or other proprietary information of District in any of its advertising or promotional materials or otherwise except as expressly provided by District. Upon termination of this Agreement, Physician agrees to promptly return any other confidential or proprietary information in her possession or control to District. Neither Physician nor District shall unfairly compete with each other.

7.3 Injunctive Relief. The parties hereto recognize irreparable injury could result to the other party, in the event a party fails to perform her or its obligations under this Article VII. Each party hereto acknowledges and consents in such event, the other party shall be entitled, in addition to any other remedies and damages available to him or it, to whatever injunctive relief may be appropriate to restrain the breach or compel the performance of this Article VII.

7.4 Survival. This Article shall survive the expiration or termination of this Agreement regardless of the cause giving rise to such expiration or termination.

ARTICLE VIII

INDEMNIFICATION

District shall indemnify and hold harmless Physician and its shareholders, directors, officers, employees or agents (if any) from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of,

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resulting from, or relating to: (i) the breach of this Agreement by District or (ii) the negligent acts or omissions or willful conduct of District or any employee or agent of District.

Physician shall indemnify and hold harmless District and its directors, officers, employees or agents from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs, arising out of, resulting from, or relating to: (i) the breach of this Agreement by Physician or (ii) the negligent acts or omissions or willful conduct of Physician.

ARTICLE IX GENERAL TERMS AND CONDITIONS

9.1 Alteration of Terms. The body of this Agreement fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties with respect to the subject matter hereof. No addition to, or alteration of, the terms of this Agreement whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

9.2 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 ("State").

9.3 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

9.4 Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

9.5 Notices. Notices required or permitted to be given under this Agreement, except as otherwise specifically provided for herein, shall be in writing and may either be delivered personally or sent by national overnight delivery (FedEx or UPS or similar carrier), delivery charges prepaid, or sent by registered mail in the United States Postal Service, return receipt requested, postage prepaid.

To District: Del Puerto Health Care District
875 E Street OR P. O. Box 187
Patterson, California 95363
Attention: Administrative Director/CEO

To Physician: Sudy Yang, M.D.
330 Kilburn Way
Oakley, California 94561

A notice shall be deemed given on the date it is delivered in person or the next business day after deposit with overnight delivery or four (4) business days after being deposited in the mail in accordance with the foregoing. Either party may change the address at which to send notices by giving the other party ten (10) days prior written notice of such change.

9.6 Arbitration. In the event any problem or dispute concerning the terms of this Agreement is not satisfactorily resolved, the dispute shall be submitted to binding arbitration for resolution. Such

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arbitration shall be final and binding, shall be conducted in Stanislaus, California, before an arbitrator mutually selected by the parties from the panel of arbitrators maintained by the Judicial Arbitration and Mediation Service (“JAMS”), and shall be conducted in accordance with the rules and regulations of JAMS then in effect, including the optional appeal procedures set forth in JAMS rules and regulations. The parties shall have the rights of discovery as set forth in Part 4 of the California Code of Civil Procedure, and the provision of section 1283.05, as incorporated by reference pursuant to section 1283.1(b) of the Code of Civil Procedure. The fees and costs of JAMS and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the parties, unless otherwise agreed to by the parties. Each party shall be responsible for the costs and expenses incurred by such party in connection with the arbitration, including its own attorney’s fees and costs.

9.7 Assignment. The rights, duties and obligations arising hereunder may only be assigned by a party with the prior written consent of the other party, which consent may be granted or denied in the exercise of such party’s sole and absolute discretion; provided, however, Physician upon written notice to District may assign this Agreement to a professional medical corporation wholly owned by Physician without District’s consent.

9.8 Third Party Beneficiaries. The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties hereto, and no person or entity shall be a third-party beneficiary of this Agreement.

9.9 Survival. The provisions of Sections 1.13, 2.3, 3.1, 3.2, 6.7, 9.1 through 9.6, 9.8, 9.9 and Articles V, VII and VIII shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

DEL PUERTO HEALTH CARE DISTRICT

PHYSICIAN

By: _____

Karin Hennings, Administrative Director/CEO

Sudy Yang, M.D., an individual

Del Puerto Health Care District

EXHIBIT A PHYSICIAN COMPENSATION AND BENEFITS

1. Initially, District shall pay Physician at an annual rate of \$240,030.00 in annual base compensation.
2. District shall pay Physician a medical insurance allowance of \$12,000.00 per year, payable in monthly installments of \$1,000.00 per month.
3. District shall pay Physician a retirement benefit of 3% of her pay base salary, an amount equal initially to \$7,200.90 per year, payable in monthly installments of \$600.08. Effective on the date Physician becomes board certified, the foregoing per year and monthly installment payments shall be adjusted to account for Physician's increased salary rate.
4. District shall provide professional liability insurance coverage in the amounts and pursuant to the terms set forth in this Agreement from a carrier chosen by District in its exercise of absolute discretion.
5. District's annual base compensation paid to Physician at section 1, above, includes twelve (12) working days for illness and vacation and four (4) working days for Continuing Medical Education ("CME") as well as the paid days off set forth in Section 1.2, if applicable.
6. District shall also provide the following reimbursements to Physician within thirty (30) days of Physician providing reasonable proof of payment:
 - a. Not more than \$2,000.00 annual expense reimbursement for CME courses and attendant expenses incurred in attending such courses;
 - b. California Medical License and regional hospital privilege fees and renewal fees, and DEA renewal fees (including any fees to transfer any certification to California);
 - c. Annual membership in the American Academy of Pediatricians and Stanislaus/California Medical Society;
 - d. Annual City of Patterson Business License; and
 - e. Any application, credentialing, submittal or other fees related to participation in any third-party payor agreements or providing Services at any health facility, if District requests Physician to participate in such agreement or to provide Services at such health facility.
7. District shall pay Physician a \$15,000.00 as a sign on bonus within ten (10) days after the Start Date. District shall reimburse Physician up to \$3,500 in moving expenses when presented with receipt(s).
8. Payments under Sections 1, 2 and 3 shall be made in arrears and commence in the calendar month next following the Start Date and shall be made by District to Physician on or before the 5th day of each calendar month.
9. Physician is eligible for productivity bonus of \$57.15 per billable visit greater than 4,200 billable visits in any rolling 12-month period. Payment under this section will be made on the 5th day of the second calendar month following the month in which a bonus is earned (e.g., a rolling total of 4,205 visits by November 30th will pay a 5 x \$57.15 productivity bonus on the January 5th check).
10. Any provision of this Agreement to the contrary notwithstanding, if (a) Physician voluntarily terminates this Agreement without cause or (b) District terminates Physician for cause, and such

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termination is effective after six-months past the Start Date and prior to the end of the twenty-four month within the Initial Term, and Physician does not continue to provide Services to Patients under a successor agreement between the parties, then Physician shall within sixty (60) days of the effective date of such termination return to District an amount equal to (i) the sign on bonus at section 7, above, and (ii) the \$26,000 recruiter's fee incurred by District in recruiting Physician multiplied by a fraction, the numerator of which is the number of complete calendar months between the effective date of termination of employment and twenty-four (24) months after the State Date, the denominator of which is twenty-four (24) (e.g., , if this Agreement is terminated under (a) or (b) above, after the completion of twelve (12) calendar months, Physician shall be required to return to District the amount of $12/24 \times \$1083.333$ or \$13,000).

DRAFT

The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM

DEPT: ADMINISTRATION

BOARD AGENDA: 8.A

CONSENT CALENDAR: NO

AGENDA DATE: June 25, 2018

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT: Financial Accounting Manager position

STAFF RECOMMENDATION:

The Board approve the position Financial Accounting Manager.

CONSIDERATIONS:

Currently, the Administrative Director / CEO is charged with providing accurate, timely, and complete financial reports along with budgeting, financial analysis, forecasting and management recommendations among many other responsibilities. Since May 2016, the AD/CEO has spent between 40 and 60% of her time (as needed) on accounting and financial reporting processes.

The District bills \$9.3 million in patient services, plus \$1.36 million in tax revenues. Our annual budget is \$5.7 million, yet not a single position with the word "accounting" or "finance" in the title.

The size of our budget, two enterprise operations, tax revenue, and public financial accountability require formal education and professional experience in managerial accounting and financial reporting. This is a professional level position and will be responsible for multiple aspects of District finance and accounting needs.

A draft job description for a District Accounting Manager is attached.

POLICY ISSUE:

The District is committed to fiscal accountability and transparency.

FISCAL IMPACT:

The position will require a bachelor's degree in accounting and 5-7 years' experience with progressive responsibility. The salary range is projected at \$65,000-85,000/year. The position replaces the "Office Manager" for an additional cost (wages and benefits) of \$20,500.

DISTRICT PRIORITY:

The District is committed to fiscal accountability and transparency. Bringing higher qualified staff allows the District to provide the level of professional expertise expected of a \$5+ million Special District.

STAFFING IMPACT:

No increase in staffing - replaces the budgeted position of Office Manager.

CONTACT PERSON:

Administrative Director / CEO Karin Hennings, 209-894-8201

ATTACHMENT(S):

Position Justification & Request for Financial Accounting Manager

Del Puerto Health Care District

Position Justification & Request

Proposed Position Title: Financial Accounting Manager

Department: Administration **Requestor:** Karin Hennings

Classification: XX___ Regular F/T ___ Regular P/T 80 Hours/Pay Period
 ___ Casual ___ Temporary / Dates Exempt or Non-exempt?

Wage Range: _____ per Hour / Year

Target Start Date: ASAP **Date Prepared:** 06/12/18

POSITION SUMMARY

What are the major responsibilities of this position? Why does this job exist? (Include 2-4 brief, clear, concise statements.)

Responsible for all areas relating to financial transactions, reporting, and internal controls; follow, develop, and maintain the District's accounting principles, practices, and procedures. Supervise and complete all District accounting functions. Respond to Administrator/CEO requests for financial information including special reports, analysis, and forecasting requests. They will provide research and data related to financial and expense performance and working capital, as well as participate in long range business financial planning.

What major new work will be done with the addition of this new position?

- *Coordinate all activities of our billing companies; oversee Patient Financial Assistance program.*
- *Complete and submit cost reimbursement reports for Medicare and Medi-Cal (currently outsourced).*
- *Relieve Administrator/CEO of financial transaction responsibility to allow more planning and completing other business of the District.*

Why won't repurposing existing headcount work?

This is part of the realignment of staff to be more efficient and provide the District with a higher level of performance. It increases the professional qualification and experience requirements of a current position (Office Manager) to better serve the administrative and financial responsibilities of the District.

What is the return on investment that you expect to receive from this position?

We will be able to do more in-house. Closer watch on the billing companies. Also, the Administrator/CEO will be able to be more productive. When we complete our expense reimbursement reports we will save \$8,000 to \$11,000 in consulting fees currently paid. We will increase "bill patient" account collections.

How does this position fit in with the District's mission and/or what impact does this position have on achieving the District's goals and objectives?

It will provide a more informed financial picture and closer accounting so that the District may make more informed financial decisions

Del Puerto Health Care District

Position Justification & Request

RECOMMENDED SALARY RANGE FOR THIS POSITION: \$65,000- \$85,000 per year

Signature of Department Manager or Director: _____
Please send this completed form to HR

HR REVIEW

Date: ___06/12/18_____

Recommend Approval

Recommend Approval with modifications. List recommended modifications: _____

Approval Not Recommended. Reasons: _____

HR Manager: _____

Please forward this completed form to Administrative Director

ADMINISTRATIVE DIRECTOR REVIEW

Finances:	Annual Wages (rate x hours/wk x 52 wks)	\$	<u>72,500</u>	_____
	Social Security Medicare ER	\$	<u>5,528</u>	wages * 0.0765
	CA EDD / Unemployment	\$	<u>400</u>	
	Worker's Comp Annual wage x .0113	\$	<u>800</u>	
	Retirement (403/457)	\$	<u>4350</u>	wages *0.06
	Training / Conference	\$	<u>2000</u>	
	Licensing	\$	<u>-0-</u>	
	Group Life	\$	<u>84</u>	
	Healthcare	\$	<u>9120</u>	
	Vision	\$	<u>192</u>	
	Dental	\$	<u>720</u>	
	Benefits Sub-total	\$	<u>16,466</u>	
	ANNUAL COST	\$	<u>96,313</u>	
	Current Budget	\$	<u>75,830*</u>	

*a budget increase of \$20,483 (27%)

Date: _____

Approved Approved with changes Denied

Reason: _____

Administrative Director/CEO: _____

Del Puerto Health Care District

JOB DESCRIPTION:

Title: Financial Accounting Manager
Reports to: CEO
FSLA Status: Exempt
Date: March 13, 2018

SUMMARY:

The Financial Accounting Manager is responsible for all areas relating to financial transactions, reporting, and internal controls. This position follows, develops, and maintains District accounting principles, practices, and procedures. The Financial Accounting Manager supervises and completes all District accounting functions and is responsible that work is properly allocated and completed in a timely and accurate manner. This position addresses frequent deadlines and a multitude of accounting activities including general ledger preparation, accounts receivable, accounts payable, financial reporting, year-end audit preparation, and the support of budget and forecast activities. This position may supervise the Staff Accountant.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Obtain and maintain a thorough understanding of public agency financial reporting and general ledger structure.
- Ensure accurate and timely monthly, quarterly, and fiscal year-end closes.
- Ensure the timely reporting of all monthly financial information.
- Apply financial accounting principles, including generally accepted accounting principles (GAAP)
- Oversee accounts payable and accounts receivable
- Manage chart of accounts
- Oversee daily banking requirements.
- Manage bank reconciliation procedures.
- Support budget and forecasting activities.
- Monitor actual revenue and expenses to budget and prior period amounts on a regular basis.
- Analyze variances and communicate issues and opportunities to management team.
- Reconcile the billing system with the accounting system; work with billing partners on patient accounts receivable management.
- Manage compliance with policies for approvals, authorizations, verifications, check signing and invoices.
- Comply with generally accepted auditing standards (GAAS)
- Ensure a clean and timely year-end audit.
- Manage effective relationships with coworkers and auditors
- Financial compilations for the district's financial statements, including conduct financial analysis, including measures of profitability ratios, current/prior period comparisons by department and productivity analysis
- Assist in development and implementation of new procedures and features to enhance the workflow of the department.
- Provide training to new and existing staff as needed.

- Support CEO with special projects and workflow process improvements.
- Public Fund Accounting including expenditure tracking, cost/income analysis, property taxes, mitigation fees and development agreements, and purchasing.
- Restricted fund accounting

QUALIFICATIONS:

- Bachelor's degree with a concentration in Accounting.
- Five to seven years progressive experience in senior accountant or accounting management role.
- Must be PC proficient and have strong experience with Microsoft Excel, Word and QuickBooks.
- Strong analytical, planning, and strategy skills.
- Ability to collaborate, motivate and support teammates.
- Strong organizational and interpersonal skills.
- Strong verbal and written communication skills.
- Ability to multi-task, work under pressure, and meet deadlines required.
- Familiarity with healthcare accounting preferred, but not required.

DRAFT

Del Puerto Health Care District
Proposed One Month Budget
July 2018

	Total 01 DPHCD	02 Patterson District Ambulance	Total 03 Del Puerto Health Center	TOTAL
Ordinary Income/Expense				
Income				
4000 · Net patient service revenue				
Total 41000 · Del Puerto Health Center			184,377	184,377
Total 45000 · Patterson District Ambulance		141,771		141,771
Total 4000 · Net patient service revenue		141,771	184,377	326,147
44000 · Tenant Income			978	978
5905 · Other Income				
4105 · Capitation Pymts			7,945	7,945
4511 · Community Medicine			585	585
5930 · Community Education Classes		165		165
5931 · Special Event Standby		835		835
5980 · In Kind Donation			229	229
5905 · Other Income - Other	211	54	287	552
Total 5905 · Other Income	211	1,054	9,045	10,311
Total Income	211	142,825	194,400	337,436
Gross Profit	211	142,825	194,400	337,436
Expense				
6100 · Salaries & Wages				
6000 · Payroll Expenses				
6101 · Regular Operations	19,547	64,116	68,518	152,181
6102 · Community Service		622	13	635
6103 · Continuing Education - Employee		1,094	330	1,423
6104 · Accrued Leave Payout	1,423	1,457	682	3,562
6105 · Temporary Help	3,592		483	4,075
6106 · Paid Time Off	1,764	6,336	7,391	15,491
6107 · Union Representation		7		7
6108 · Incentive		115	1,889	2,004
Total 6100 · Salaries & Wages	26,326	73,746	79,305	179,377
6200 · Employee Benefits				
Total 6220 · Health Ins	3,266	6,589	8,019	17,873
Total 6240 · Retirement	1,240	3,132	2,934	7,307
6280 · Workers Comp	875	10,245	2,501	13,621
Total 6300 · Payroll Taxes	1,886	6,376	5,965	14,228
Total 6200 · Employee Benefits	7,267	26,342	19,420	53,029
7000 · Professional Fees				
Total 6150 · Medical			63,619	63,619
Total 7020 · Legal & Attorney	5,765	3,444	351	9,559
7040 · Administrative Consultants	779			779
Total 7120 · Accountants	2,828	618	834	4,280
Total 7000 · Professional Fees	9,372	4,062	64,803	78,237
7100 · Purchased Services				
7150 · Other Purchased Service			19	19
7160 · Health Screenings		410	29	438
7320 · Billing		6,424	14,448	20,872
7330 · Linen		832	151	984
7340 · Security	75		27	102
7350 · Cleaning	125	8	1,840	1,972
7366 · IT - Labor	510	700	3,400	4,610
7370 · Communication for Patients		30	665	695
7380 · Medical Waste Disposal		340	1,132	1,472
7385 · Records Management	176	23	372	571
8260 · Ambulance Dispatch Services		4,462		4,462
9010 · Patient Surveys		68		68
7100 · Purchased Services - Other			4	4
Total 7100 · Purchased Services	885	13,296	22,087	36,269
7200 · Supplies				
Total 7220 · Office-consumable	679	270	1,025	1,974
7225 · Postage/Shipping	66	52	46	163

Del Puerto Health Care District
Proposed One Month Budget
July 2018

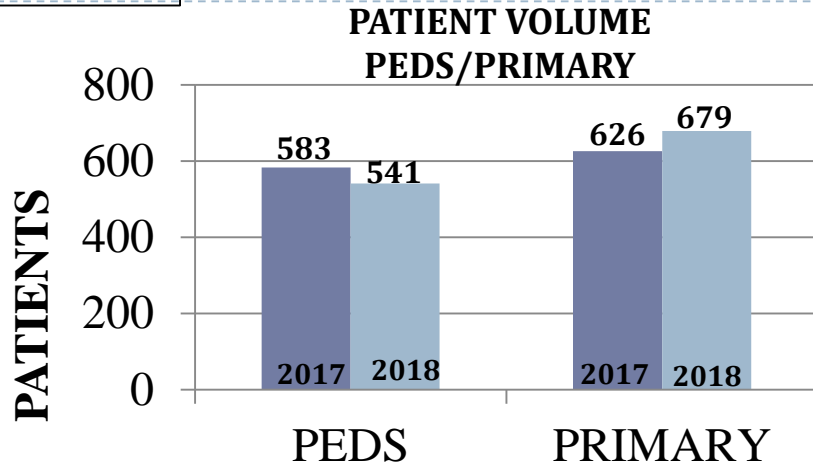
	Total 01 DPHCD	02 Patterson District Ambulance	Total 03 Del Puerto Health Center	TOTAL
7260 · Medical-Consumable		3,524	2,295	5,818
Total 7270 · Pharmaceutical		1,163	5,308	6,471
7280 · Other Supply	13	84		97
7290 · Small Tools & Minor Equipment	19	46	747	812
7200 · Supplies - Other	1			1
Total 7200 · Supplies	779	5,138	9,420	15,337
7600 · Utilities				
7360 · Oxygen		390		390
7620 · Elect/Gas	133	399	1,443	1,975
Total 7640 · Phones	410	674	1,453	2,537
7650 · DSL - Digital Subscriber Line	59	63	164	285
7670 · Cable TV			61	61
7680 · Water/Garbage	85	147	475	708
Total 7600 · Utilities	686	1,673	3,596	5,955
7800 · Rental and Lease				
Total 7820 · Building	193		117	309
Total 7860 · Equipment Leased	232		458	690
Total 7800 · Rental and Lease	424		575	999
8000 · Insurance				
8100 · Vehicle		1,309		1,309
8150 · Prop & Equip	277	277	277	830
Total 8300 · Liability	1,821	397	397	2,614
8350 · Malpractice		9,407	7,561	16,968
Total 8000 · Insurance	2,097	11,390	8,234	21,721
8500 · Maintenance & Repairs				
Total 7420 · Buildings	231	351	1,063	1,645
7425 · Business Park Assoc Fees			650	650
7460 · Equipment M&R		875	344	1,219
7480 · Vehicle M&R		5,289		5,289
7490 · Uniforms	4	805	45	854
Total 8500 · Maintenance & Repairs	235	7,319	2,101	9,655
9400 · Depreciation and Amortization	2,580	8,004	7,128	17,712
9610 · Other operating expenses				
4001 · Reconciliation Discrepancies	(81)		42	(40)
7062 · Provider Licensing & Privileges			223	223
7310 · Temp Agency	229		333	562
Total 7365 · I.T.	868	1,452	2,762	5,083
7500 · Fuel Auto		2,799		2,799
Total 8200 · Fees	205	2,190	529	2,924
8280 · Recruitment	5	93	31	129
Total 8400 · Dues / Subscriptions	809	110	228	1,148
Total 8600 · Training and Education	360	716	18	1,095
8800 · Business Travel & Mileage	182			182
Total 9000 · Marketing/PR	126	19	397	542
9100 · Property Taxes Paid	34		207	241
Total 9300 · Meals and Entertainment	228	174	31	433
Total 9635 · Community Education	2	581		583
Total 9610 · Other operating expenses	2,968	8,135	4,801	15,904
Total Expense	53,620	159,105	221,471	434,196
Net Ordinary Income	(53,409)	(16,280)	(27,071)	(96,760)
Other Income/Expense				
Other Income				
Total 4300 · District Tax Revenues	98,635	19,732		118,367
4400 · Non-Guaranteed Grant Revenue			112	112
5920 · Investment Income	186	0		186
9615 · Interest Expense			(5,545)	(5,545)
Total Other Income	98,820	19,732	(5,433)	113,120
Net Other Income	98,820	19,732	(5,433)	113,120
Net Income	45,412	3,452	(32,504)	16,360

DEL PUERTO HEALTH CENTER

APRIL 2017/2018

2017=1,209
2018=1,220

+ .9 %



PRIMARY CARE

2017 **RODRIGUEZ/ CHRISTINE / LENNARD**

2018 **RODRIGUEZ/ CHRISTINE/ LENNARD**

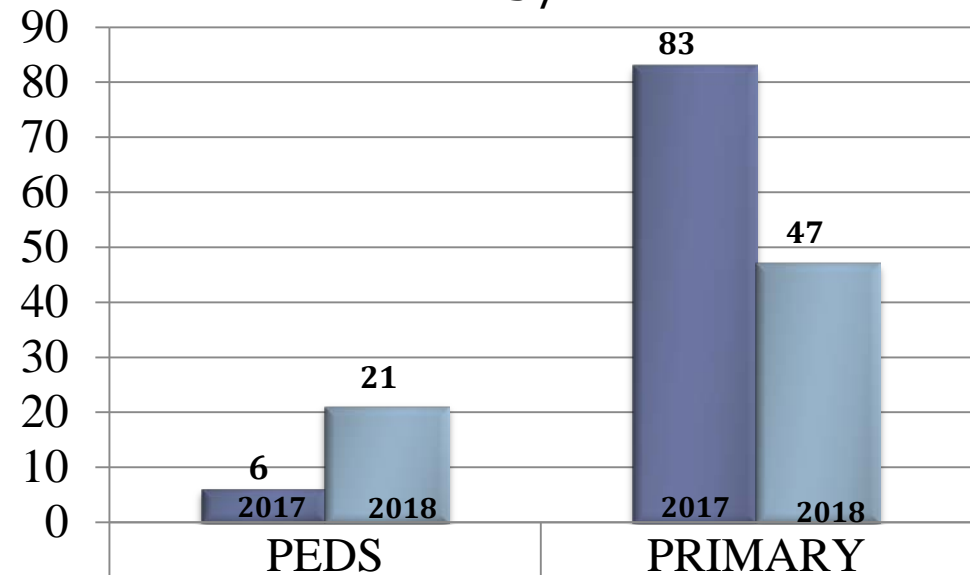
PEDIATRICS

2017 **CHRISTINE/RODRIGUEZ/LENNARD/BLYTHE**

2018 **CHRISTINE/ RODRIGUEZ/ LENNARD /RAY-DATTA**

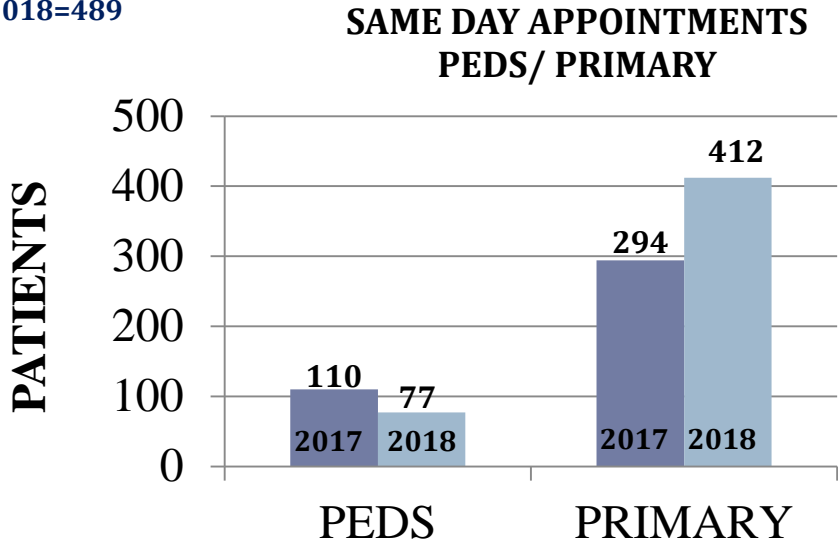
2017 = 89
2018 = 68

**- 24 % NEW PATIENT VOLUME
PEDS / PRIMARY**



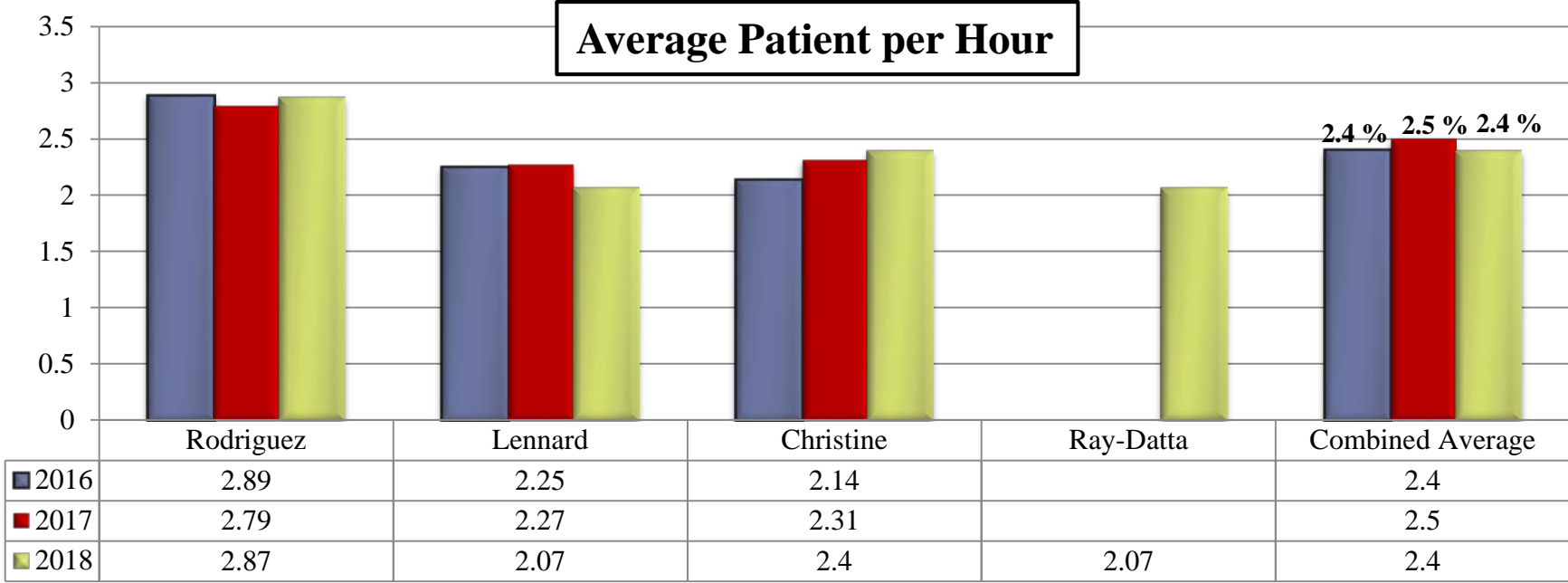
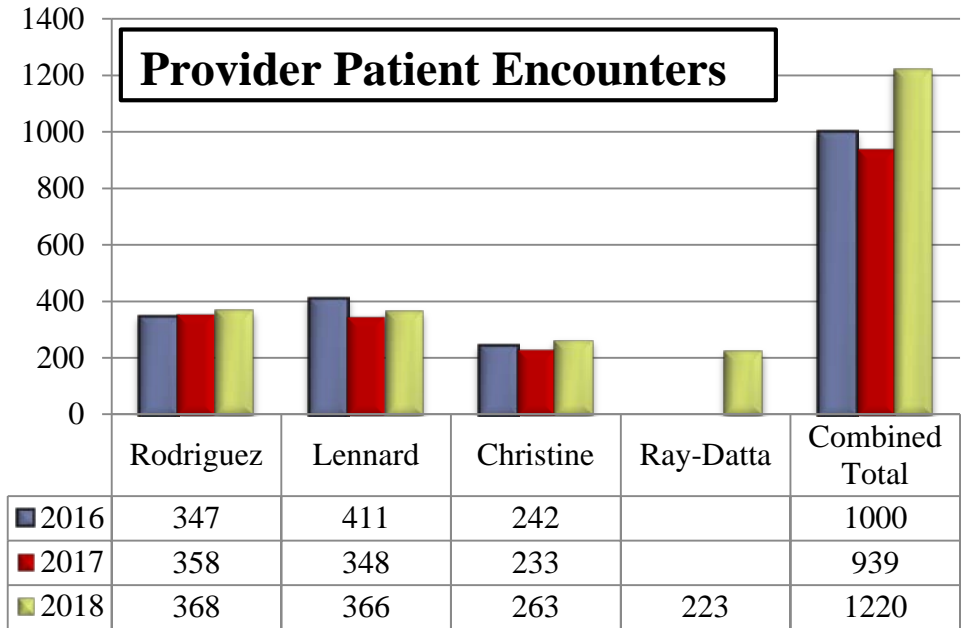
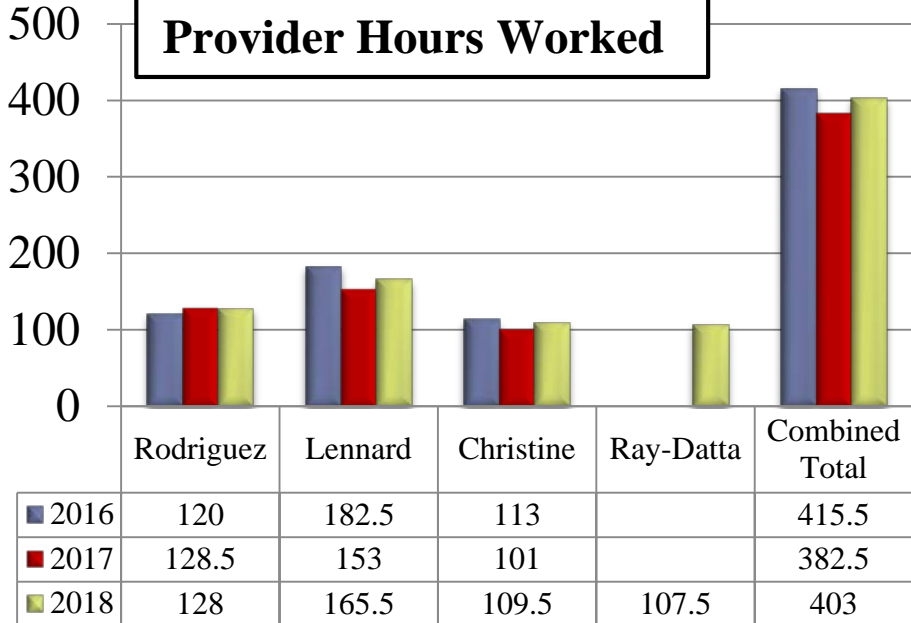
■ 2017	6	83
■ 2018	21	47

2017=404
2018=489 **+ 21 %**



Productivity per Provider

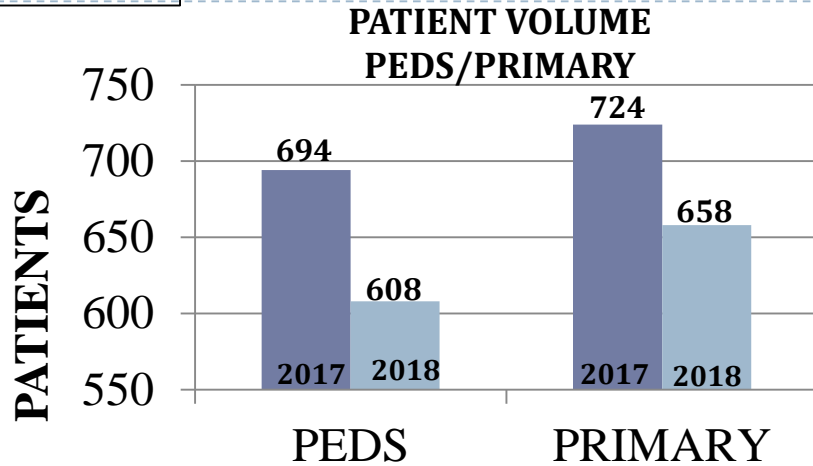
APRIL 2016-2018



DEL PUERTO HEALTH CENTER MAY 2017/2018

2017=1,418
2018=1,266

- 10.7 %



PRIMARY CARE

2017 **RODRIGUEZ/ CHRISTINE / LENNARD**

2018 **RODRIGUEZ/ CHRISTINE/ LENNARD**

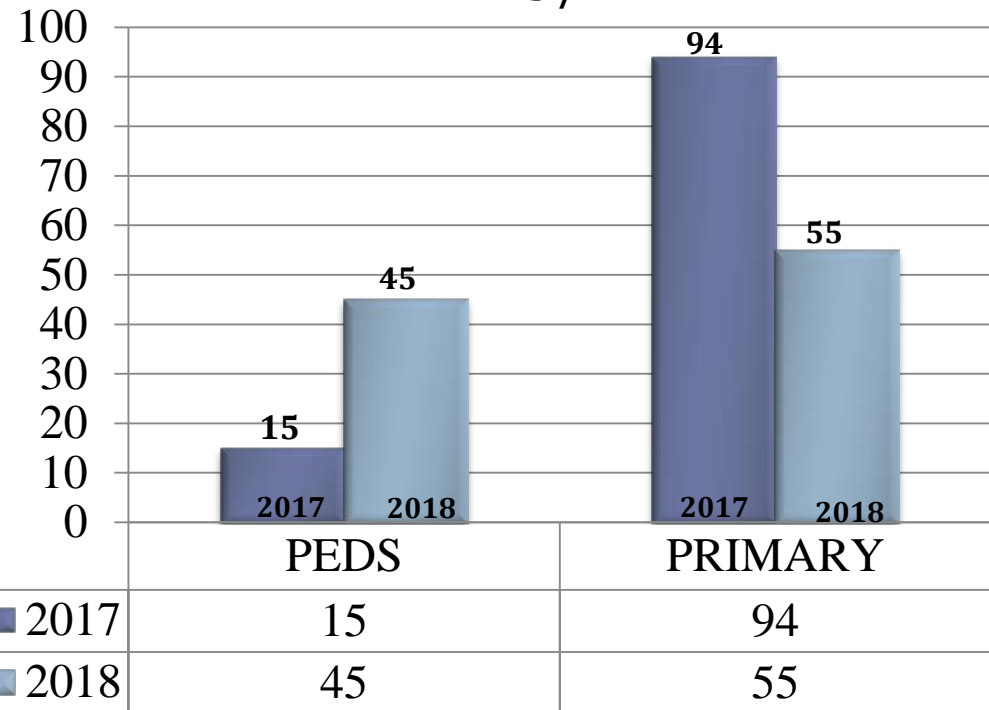
PEDIATRICS

2017 **CHRISTINE/RODRIGUEZ/LENNARD/BLYTHE**

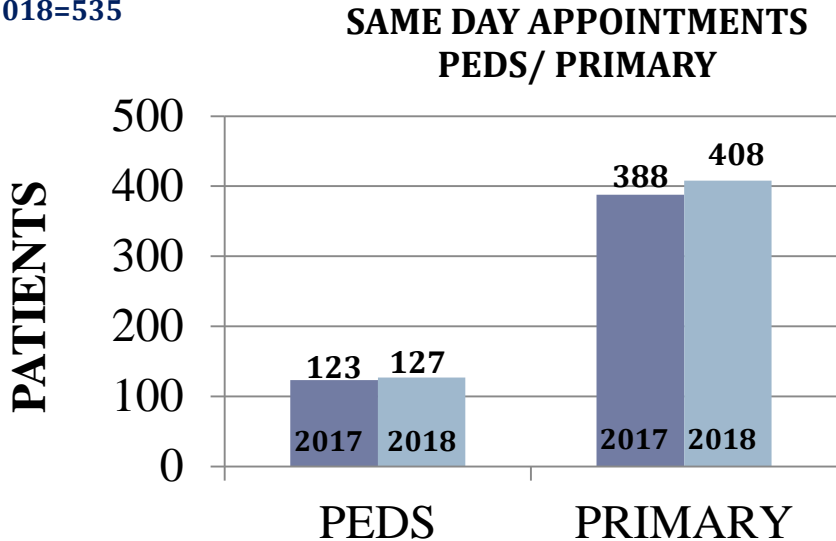
2018 **CHRISTINE/ RODRIGUEZ/ LENNARD /RAY-DATTA**

2017 = 109
2018 = 100

**- 8.3% NEW PATIENT VOLUME
PEDS / PRIMARY**



2017=511
2018=535 **+ 4.7 %**



Productivity per Provider

MAY 2016-2018

