

Del Puerto Health Care District Board of Directors

August 31, 2020

Regular Meeting Agenda

Page 1 of 3

BOARD OF DIRECTORS REGULAR MEETING

August 31, 2020 @ 6:30 pm

Our Board meeting will be held remotely via Zoom. You can join on your computer and/or call in.

Screen share at <https://us02web.zoom.us/j/81793369706?pwd=NmJLdFI0am94S3lkQkpLc0NUc096UT09>

If you are unable to join via computer, or do not have speakers or a microphone on your computer, you can dial in for audio.

Call (669) 900-6833 and enter ID 817 9336 9706. The meeting password is 601078

Note that everyone will be muted by default.

If you would like to speak during the public comment portion of the meeting, you have the following options:

Online – raise your hand, or use the Chat options.

Phone – press *9 to raise your hand, *6 to send a request to be unmuted to submit comments

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 web page <https://dphealth.specialdistrict.org/board-meetings>.

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

NOTICE REGARDING NON-ENGLISH SPEAKERS: Board of Director meetings are conducted in English and translation to other languages is not provided. Please 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.

Del Puerto Health Care District Board of Directors

August 31, 2020

Regular Meeting Agenda

Page 2 of 3

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call**
4. **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.”
5. **Public Comment Period** *[Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the District. Comments on matters that are list on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of five minutes. Board members may not comment or acting on items not on the agenda.]*
6. **Declarations of Conflict** *[Board members disclose any conflicts of interest with agenda items]*
7. **Approval of Agenda** **Action**

*[*Directors may request any consent calendar item be moved to regular calendar or change the order of the agenda items.]*
8. **Consent Calendar*** *[Routine committee reports, minutes, and non-controversial items]* **Action**
 - A. *Approve Board Meeting Minutes for June 29, 2020
 - B. *Approve 2020 Conflict of Interest Biennial Notice with no amendments
 - C. *Approve Emergency Finance Committee Meeting Minutes for June 17, 2020
 - D. *Approve Finance Committee Meeting Minutes for June 24, 2020
 - E. *Approve Finance Committee Meeting Minutes for July 22, 2020
 - F. *Accept Tentative Month/Fiscal Year End Financials for June 2020
 - G. *Approve Monthly Warrants for June 2020
 - H. *Accept Month End Financials for July 2020
 - I. *Approve Monthly Warrants for July 2020
 - J. *Adopt “Indirect Costs Policy”
 - K. *Adopt “Operational Reserve” Transfer of Net Equity to Board Directed Reserve
 - L. *Adopt “Asset Replacement Fund” Transfer of Net Equity to Board Directed Reserve
9. **Regular Calendar**
 - A. **Any Consent calendar items moved to regular calendar* **Action**
 - B. Capital Expenditure – IT Network Firewall **Action**
 - C. Declaration of Surplus Property – 1999 QRV **Action**
 - D. Proposal of Inaugural Membership in Stanislaus County Chapter of CSDA **Action**
 - E. Approve SEMSA Ambulance 5-year Contract for Billing Services **Action**
10. **Reports**
 - A.

<u>Employee Anniversaries & New Hires</u>	<u>July & August</u>	<u>Years</u>
Ambulance:	Aaron Drymon	1
	Brian Hannameyer	5
	Eddie Thompson	17
	Sean Mangskau	17

Del Puerto Health Care District Board of Directors

August 31, 2020

Regular Meeting Agenda

Page 3 of 3

Health Center:	Christine Cavanaugh	7
Administration	None	
B. District Wide Community Assessment – Director Stokman		
C. West Side Health Care Task Force – Director Mac Master		
D. Ambulance – Director, Paul Willette		
E. Health Center - Manager, Suzie Benitez		
F. Administration – Administrative Director/CEO, Karin Hennings		

11. Director Correspondence, Comments, Future Agenda Items Information

12. Upcoming Regular Board and Standing Committee Meeting Dates

Finance – Wednesday, September 23, 2020	Board – Monday, September 28, 2020
Finance – Wednesday, October 21, 2020	Board – Monday, October 26, 2020
Finance – Wednesday, November 25, 2020	Board – Monday, November 30, 2020

13. 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 § 54956.9(b) Conference with Legal Counsel – Anticipated litigation or significant exposure to litigation: One (1) potential case.

14. Reconvene to Open Session – Report of Closed Session

15. Adjourn



BOARD OF DIRECTORS MEETING
June 29, 2020 @ 6:30 pm
Via Zoom
Board of Directors Minutes

1. **Call to order** @ 6:31 pm by Director Robinson
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call.**

Directors Present: Director, Dan Robinson
Director, Anne Stokman
Director, Becky Campo
Director, George Galloway Mac Masters

Directors Absent: Director, Steve Pittson

Staff Present: Administrative Director/CEO, Karin Hennings
Ambulance Director, Paul Willette
Health Center Manager, Suzie Benitez
Clerk of the Board, Cheryle Pickle

District Legal Council: Dave Ritchie, Cole Huber, LLP

We have a Quorum

4. **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."

5. **Public Comment Period**

Present: Debra Novelli, James Rightmeyer

6. **Declarations of Conflict:** There were no conflicts of interest.

7. **Approval of Agenda:**

M/S/C Motion to accept the agenda. Director Stokman /Director Mac Master.

Ayes: Directors Robinson, Stokman, Campo, Mac Master

Nays: None

Abstain: None

Passed

8. **Consent Calendar** * [Routine committee reports, minutes, and non-controversial items]

- A. * Approve Special Board Meeting Minutes May 18, 2020
- B. *Accept Finance Committee Meeting Minutes for April 22, 2020
- C. *Accept Financial Report as of April 30, 2020
- D. *Monthly Warrants for Recommendation – April 2020
- E. *Accept Finance Committee Meeting Minutes for May 20, 2020
- F. *Accept Financial Report as of May 31, 2020



BOARD OF DIRECTORS MEETING
June 29, 2020 @ 6:30 pm
Via Zoom
Board of Directors Minutes

G. *Monthly Warrants for Recommendation – May 2020

M/S/C Motion that the Board of Directors accept the Consent Calendar as presented. /Director Campo / Director Stokman

Ayes: Directors Robinson, Stokman, Campo, Mac Master

Nays: None

Abstain: None

Passed

9. Regular Calendar

A. * Any Consent calendar items moved to regular calendar - None

B. Resolution 20-02 Available Seats for November 2020 Election

There was a discussion on why there were four seats up for election for 1 year. Ms. Hennings explained that the reason was because there had been two seats that were vacated during the first half of their terms. The rules dictate that the appointee is only appointed until the mid-term and must be elected for the second half (2 years) of the term. There was still some concern that if only 1 seat were left how would the board function. Mr. Ritchie explained that the law then would assign that responsibility to the Board of supervisors; they would then make the appointments. Ms. Hennings pointed out that they could run for either the two-year seat or the four-year seat.

M/S/C: Motion to adopt Resolution 20-02 calling for an election of four Directors on November 10, 2020 and requesting the Board of Supervisors of Stanislaus County consolidate the District's election with the statewide general election to be held on the same date.

/Director Stokman/Director Campo/

Ayes: Directors Robinson, Stokman, Campo, Mac Master

Nays: None

Abstains: None

Passed by Roll Call vote

C. Review and possible Adoption of Proposed Budget for Fiscal Year 2020-21

Ms. Hennings explained that the Finance Committee had reviewed the budget, however; they did not make a recommendation to the board. The budget was being presented to the board tonight because there are payroll adjustments that are due on July 01, 2020 according to our negotiated contract with the union. The Health Center and Administration are also pending raises following evaluations. She went on to present the budget answering questions and explaining as she presented. There was a question about the Mitigation Impact Fees. Ms. Hennings explained that we do not include them as income until we receive the funds. There are also restrictions on how the mitigation funds can be spent. They must be used for new equipment or services not to replace or maintain. The Administration department, PDA, and Keystone C are all projected to be positive.



BOARD OF DIRECTORS MEETING

June 29, 2020 @ 6:30 pm

Via Zoom

Board of Directors Minutes

The Health Center is projected to run in the negative \$556,536.00. All questions were answered. It was decided to vote on the passage of the budget to enable the payroll issues to proceed.

M/S/C: Motion to approve the Budget as submitted for FY-2020-2021 /Director Stokman/Director Campo/

Ayes: Robinson, Stokman, Campo, Mac Master

Nays: None

Abstains: None

Passed by Roll Call vote

D. Health Center Advertising Campaign Proposal

Ms. Hennings explained that we need to do a campaign to attract new patients to the Health Center, especially during this time because patients are nervous to come into the clinic. There also is the need to let the community know that we will have Telehealth available. Ms. Hennings introduced Debbie Novelli and James Rightmeyer from iHeart Media.

Debbie Novelli and James Rightmeyer presented the package that they recommended. The first part of the package is Audience Display. These ads utilize in iHeart audience across all devices. These ads will be targeted to our demographics in our selected zip codes. All marketing will be in English and Spanish. The ads will target 2 messages. The first one will be Tele-Health and the second will be "Be Safe and Be Seen".

The second tier will be Targeted Display & Video. Again, this uses the iHeart Media which is 10% of the market. The next area will be the OTT (or the 90% - streaming).

They have teamed with a production company which would provide 4, 15 second commercials, two in English and two in Spanish, which would be owned by the District, at a cost of \$500 per commercial.

He reviewed the cost of the proposed 3-month marketing campaign. The cost would be \$9300 plus the cost of production of commercials. They answered questions.

M/S/C: Motion To Approve of the iHeart Media advertising campaign not to exceed \$11,000 /Director Mac Master/Director Campo/

Ayes: Director Robinson, Stokman, Campo, Mac Master

Nays: None

Abstains: None

Passed



BOARD OF DIRECTORS MEETING
 June 29, 2020 @ 6:30 pm
 Via Zoom
Board of Directors Minutes

10. Reports

- | | <u>Employee Anniversaries & New Hires</u> | <u>May</u> | <u>Years</u> |
|----|--|-------------------------|--------------|
| A. | Ambulance: | Ricky Guaydacan, Jr. | 1 |
| | | Lisa Hunsinger | 1 |
| | | Kevin Hurd | 1 |
| | | Bryan Santos | 1 |
| | | Earlene "Brianne" Silva | 11 |
| | Health Center: | Jose Vigil | NEW |
| | Administration | None | |
| B. | District Wide Community Assessment – Director Stokman
We are in contact with Sacramento State. The Covid-19 situation has resulted in a staff reduction. Hopefully come fall, they will be able to help.
We currently have an intern who is working on the old Stanislaus county information. We still have not received the updated information from the county. | | |
| C. | West Side Health Care Task Force - George Galloway Mac Masters
No report | | |
| D. | Ambulance – Paul Willette, Director of Ambulance Operations
Mr. Willette reviewed his report for May. The call volume was up. He noted that for June there has already been a record 167 transports. He noted that AMR has reduced their number of units in the Modesto area, so our units are picking up several calls in the Modesto area. Re reviewed the payor mix. | | |
| E. | Health Center - Suzie Benitez, Health Center Manager
The Health Center has seen a slight increase in the number of visits – but it is very slow. They are continuing to test for Covid-19 but testing supplies are limited. They have to reserve the testing for our patients. We will reach out to the county to see if we can work with them to be a testing center. The Tele-health program is coming along. Tested the system today and everything is looking good. Reviewed the monthly report which showed that the numbers are down. | | |
| F. | Administration – Karin Hennings, Administrative Director / CEO
Ms. Hennings reviewed the Key Performance Indicators (KPI) for the month of May. She shared the letter from ACHD indicating that they delayed the Membership dues until October 01. She then shared a video from Otto Health to illustrate the Tele-Health visits and how they will work. | | |

11. Upcoming Regular Board and Standing Committee Meeting Dates

Finance – Wednesday, July 22, 2020	Board – Monday, July 27, 2020
Finance – Wednesday, August 19, 2020	Board – Monday, August 24, 2020
Finance – Wednesday, September 23, 2020	Board – Monday, September 28, 2020



BOARD OF DIRECTORS MEETING
June 29, 2020 @ 6:30 pm
Via Zoom
Board of Directors Minutes

Adjourn to Closed Session @ 8:17 pm

12. 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 54957.6 Public Employment Employee Performance Evaluation
Title: Administrative Director / CEO

13. Reconvene to Open Session – Report of Closed Session: @ 9:09 pm

The Board discussed the Performance Evaluation of the CEO in closed session. There was no reportable action.

Discussion of consensus of the Employment Performance evaluation:

There was a consensus among the board members that Director Campo and Director Stokman would meet with Ms. Hennings and work further on talking about the nuances of the evaluation responses as well as put the final report in writing so that Ms. Hennings would have a written copy to review and discuss. The Board as a consensus also indicated that they were more comfortable to have a conversation about compensation in only open session. So, the plan was when they reconvened to discuss what the consensus was and then move on amendments to the contract with Ms. Hennings, at the pleasure of the Board. These changes would be drafted and approved today and then would be authorized to execute the contract amendments per the motion and decision of the Board this evening.

M/S/C: With giving our CEO an excellent Performance Evaluation, we would like to move forward to change her contract and update with the goals and a 3% increase toward the next year. /Director Stokman/Director Campo

Ayes: Directors, Robinson, Stokman, Campo, Mac Master

Nays: 0

Abstains: 0

Passed by roll call vote

14. Adjourn @9:13

Respectively Submitted by _____
Becky Campo, Board Secretary

2020 Local Agency Biennial Notice

Name of Agency: Del Puerto Health Care District
Mailing Address: PO Box 187
Contact Person: Cheryle Pickle, Clerk of the Board Phone No: 207 892-8781
E-Mail: Cheryle.pickle@dphealth.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

An amendment is required. The following amendments are necessary:

(Mark all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is more than five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.

Signature of Authorizing Official and Title

Date

Complete this notice regardless of how recently your code was approved or amended.
Please return this notice no later than October 1, 2020 to:

**CLERK OF THE BOARD OF SUPERVISORS
STANISLAUS COUNTY
1010 10th Street, Suite 6700
MODESTO, CA 95354
PLEASE DO NOT RETURN THIS FORM TO THE FPPC**

DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
EMERGENCY FINANCE MEETING via Zoom Video Conference
MINUTES JUNE 17, 2020

I. Call to order/Attendance

The meeting was called to order by Anne Stokman, Committee Chair, 1:32 PM

Other Board Members Present: Becky Campo, Committee Member

Other Staff Members Present: Karin Hennings, Administrative Director/CEO; Maria Reyes-Palad, Financial Accounting Manager; Jose Rodriguez, MD, Medical Director; Suzie Benitez, Health Center Manager; Cheryl Pickle, Human Resources Manager; and Danae Skinner, Administrative Staff Accountant

II. Public Participation – No comments

III. Acceptance of Agenda

M/S/C Anne Stokman/Becky Campo to accept the agenda as presented.

IV. New Business

A. Health Center Emergency Cost Savings Options

Karin Hennings reviewed COVID-19 impact on Health Center revenue levels, patient counts and labor costs. Patient visits are down to 55 per day, the normal is 75 per day in the summer. This is reflected as a 50% reduction in patient revenues. Karin Hennings, Suzie Benitez, and Dr. Rodriguez presented cost reduction and revenue generation strategies.

Cost reductions will be as follows:

1. Medical Assistant (MA) hours will be reduced to 20 per week until the end of August. This will qualify them for Unemployment benefits plus the \$600 COVID supplement to make up the difference in wage loss so they will still be at or above full pay. This will result in a savings of 16.6%. The \$600.00 COVID supplement expires July 31st
2. Mid-Level Providers hours will be reduced to 32 per week. Both will be taking PTO in the next few weeks. Christine for 3 weeks and Lennard for 2 weeks.
3. Both doctors already took their PTO when patient volume started declining. Both doctors are covering for the Mid-Levels without extra pay.

Revenue generation goal is to increase patient visits by 15 per day.

1. We have been getting 2-3 new patients per week.
2. Staff are calling patients that have not been in recently to come in. Especially those with chronic conditions that need monitoring.
3. Both doctors are working an extra day per week, without extra pay, to get the numbers up.
4. Newly hired Telehealth Coordinator, Jose Vigil is ahead of schedule with roll out.
5. Public Relations campaign will be a consistent message that we are open and treating patients. We have a slogan "Be Safe & Be Seen". We need to get this message to the entire community. Several Hispanic patients have remarked that they thought that we were closed. The committee wanted to know if the Clinic had a Facebook page; they do not.
6. Health Net's marketing department will distribute post cards to its members and Suzie is in contact with Health Plan of San Joaquin to get the message to their members too.
7. We are still doing COVID-19 testing

Impact on personnel

DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
EMERGENCY FINANCE MEETING via Zoom Video Conference
MINUTES JUNE 17, 2020

The committee was concerned that the cost cutting strategies would create other personnel issues.

Karin Hennings, Suzie Benitez, and Cheryle Pickle spoke to the staff about the reduction in hours. Originally hours were to be reduced to 24 per week and through interactions with the staff, EDD, and Human Resources, later found out that it had to be 20 worked hours per week for them to qualify for the \$600 COVID supplement. We have emphasized that our intention is to bring them back to full-time as soon as we can. Our employees expressed their appreciation of still keeping full employment in spite of the pandemic event since March. Most of them knew that other healthcare facilities reduced their personnel since day one of the pandemic. They understand now the district's strong need of reducing their hours.

V. Meeting adjourned – 2:05 PM

Respectfully submitted,

Anne Stokman, Treasurer

DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
FINANCE MEETING via Zoom Video Conference
MINUTES JUNE 24, 2020

I. Call to order/Attendance

The meeting was called to order by Anne Stokman, Committee Chair, 3:06 PM

Other Board Members Present: Becky Campo, Committee Member

Other Staff Members Present: Karin Hennings, Administrative Director/CEO; Maria Reyes-Palad, Financial Accounting Manager; Jose Rodriguez, MD, Medical Director; Suzie Benitez, Health Center Manager; Cheryle Pickle, Human Resources Manager; and Danae Skinner, Administrative Staff Accountant

II. Public Participation – No comments

III. Acceptance of Agenda

M/S/C Anne Stokman/Becky Campo to accept the agenda as presented.

IV. Finance Report Review

A. Review for Approval: May 20, 2020 Minutes

M/S/C Becky Campo/Anne Stokman to accept the minutes for April 22, 2020 as presented.

B. Review Financial Report for May 2020

Maria Reyes-Palad reviewed the report and answered all questions regarding the Financial Report.

M/S/C Anne Stokman/Becky Campo to recommend to the Board to accept the Financial Report as presented.

C. Review for Recommendation May 2020 Warrants

Maria Reyes-Palad reviewed the report and answered all questions regarding the warrants.

M/S/C Anne Stokman/Becky Campo to recommend to the Board to approve the warrants as presented.

IV. Old Business

A. FY 2020-21 Budget Review – Draft

Maria Reyes-Palad reviewed the report and she and Karin Hennings answered all questions regarding the Budget Draft.

M/S/C Anne Stokman/Becky Campo to postpone a decision on the Budget Draft until the Working Budget Finance meeting at 1:00PM on June 26, 2020 at Patterson Financial office, 355 E Street, Patterson, CA.

V. New Business

A. Health Center Advertising Costs

Karin Hennings stated that there was no specific advertising proposal at this time
No Action Taken

VI. Accounting and Finance Manager Report

A. Update on Grant and Stimulus Monies Received

DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
FINANCE MEETING via Zoom Video Conference
MINUTES JUNE 24, 2020

Karin Hennings reviewed the grant and Stimulus monies received while reviewing the financial reports and the budget draft.

Information Only – No action taken

- B.** Set Schedule for Committee Review of Account Reconciliations
Committee decided that the Account Reconciliations for each account with their supporting documents would be reviewed by Becky Campo on June 26, 2020.

VII. Meeting adjourned – 4:25 PM

Respectfully submitted,

Anne Stokman, Treasurer

DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
FINANCE MEETING via Zoom Video Conference
MINUTES JULY 22, 2020

I. Call to order/Attendance

The meeting was called to order by Anne Stokman, Committee Chair, 3:00 PM

Other Board Members Present: Becky Campo, Committee Member

Other Staff Members Present: Karin Hennings, Administrative Director/CEO; Maria Reyes-Palad, Financial Accounting Manager; Paul Willette, Ambulance Director; Suzie Benitez, Health Center Manager; and Danae Skinner, Administrative Staff Accountant

II. Public Participation – No comments

III. Acceptance of Agenda

M/S/C Becky Campo/Anne Stokman to accept the agenda as presented.

IV. Finance Report Review

A. Review for Approval: June 17, 2020 Emergency Meeting Minutes

M/S/C Becky Campo/Anne Stokman to accept the minutes for June 17, 2020 as presented.

B. Review for Approval: June 24, 2020 Meeting Minutes

M/S/C Becky Campo/Anne Stokman to accept the minutes for June 24, 2020 as presented.

C. Review Financial Report for June 2020

Maria Reyes-Palad reviewed the report and answered all questions regarding the Financial Report.

Committee asked for a report on the Land Cost for the E Street Expansion for August meeting.

M/S/C Anne Stokman/Becky Campo to recommend to the Board to accept the Financial Report as presented.

D. Review for Recommendation June 2020 Warrants

Maria Reyes-Palad reviewed the report and answered all questions regarding the warrants.

M/S/C Becky Campo/Anne Stokman to recommend to the Board to approve the warrants as presented.

IV. Old Business

A. Budget Overview FY2020-21

Tabled until August meeting

V. New Business – None

Accounting and Finance Manager Report

A. Update on Grant and Stimulus Monies Received

Tabled until August meeting

B. Accounting Cost Savings & Other Matters

Accounting Cost Savings

Tabled until August meeting

Ambulance Director Salary discussed by Committee about making it on par with other agencies e.g. Oak Valley and West Side.

Information Only – No Action Taken

C. Set Schedule for Committee Review of Account Reconciliations

Tabled until August meeting

**DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
FINANCE MEETING via Zoom Video Conference
MINUTES JULY 22, 2020**

VI. Meeting adjourned – 3:25 PM

Respectfully submitted,

Anne Stokman, Treasurer

Del Puerto Health Care District
Balance Sheet
As of June 30, 2020

	Jun 30, 20	May 31, 20	% Change	Jun 30, 19	% Change
ASSETS					
Current Assets					
Total Checking/Savings	3,248,951	3,444,004	(6%)	2,634,480	23%
Total Accounts Receivable	553,555	508,011	9%	778,487	(29%)
Total Other Current Assets	93,356	(86,444)	208%	150,465	(38%)
Total Current Assets	3,895,862	3,865,571	1%	3,563,432	9%
Fixed Assets					
Total 151.000 - Capital assets	5,391,594	5,417,088	(0%)	5,283,532	2%
Total Fixed Assets	5,391,594	5,417,088	(0%)	5,283,532	2%
TOTAL ASSETS	9,287,456	9,282,659	0%	8,846,964	5%
LIABILITIES & EQUITY					
Liabilities					
Total Current Liabilities	558,298	542,546	3%	447,663	25%
Total Long Term Liabilities	2,559,949	2,568,181	(0%)	2,732,748	(6%)
Total Liabilities	3,118,247	3,110,727	0%	3,180,411	(2%)
Equity					
350.000 - Unrestricted Assets	1,064,994	1,064,994		470,729	126%
Total 360.000 - Assigned Fund Balance	1,882,357	1,882,357		1,967,000	(4%)
Total 370.000 - Restricted Fund Balance	226,440	226,440		211,745	7%
390.000 - Net Fixed Assets (Capital)	2,492,762	2,492,762		2,492,762	
Net Income	502,658	505,380	(1%)	524,316	(4%)
Total Equity	6,169,211	6,171,933		5,666,552	9%
TOTAL LIABILITIES & EQUITY	9,287,458	9,282,660	0%	8,846,963	5%

Operating Acct	
Month End Cash on Hand	\$ 3,248,951
101.015 - TCB - Keystone C 8641	\$ (70,891)
103.100 - TCB-USDA Debt Reserve 7237	\$ (118,839)
280.000 - Deferred Grant Revenue	\$ (95,516)
370.010 - Mitigation Fees	\$ (119,804)
360.030 - Asset Replacement Fund	\$ (571,357)
A/P & Payroll Liability	\$ (344,333)
Unencumbered cash	\$ 1,928,211
Percent of Operating Cash Reserve Goal	147%
3906 - Operating Cash Reserve	\$ 1,311,000

Del Puerto Health Care District
YTD by Class
July 2019 through June 2020

	Total 01 DPHCD			Total 02 Patterson District Ambulance			Total 03 Del Puerto Health Center			Total 06 Keystone Bldg C			TOTAL		
	Jul '19 - Jun 20	Budget	% of Budget	Jul '19 - Jun 20	Budget	% of Budget	Jul '19 - Jun 20	Budget	% of Budget	Jul '19 - Jun 20	Budget	% of Budget	Jul '19 - Jun 20	Budget	% of Budget
Ordinary Income/Expense															
Income															
401.000 · Gross Patient Service Revenue				8,570,963	8,232,833	104%	2,047,463	2,429,748	84%				10,618,426	10,662,581	100%
401.021 · Del Puerto Health Center															
403.000 · Adjustments				(5,868,543)	(5,461,750)	107%	(109,758)		100%				(5,978,301)	(5,461,750)	109%
405.000 · Bad Debt				(647,162)	(679,803)	95%	(4,002)		100%				(651,164)	(679,803)	96%
407.000 · Other Income	4,571	2,000	229%	113,753	28,848	394%	388,014	44,206	878%				506,338	75,054	675%
Total Income	4,571	2,000	229%	2,169,011	2,120,128	102%	2,321,717	2,473,954	94%				4,495,299	4,596,082	98%
Gross Profit	4,571	2,000	229%	2,169,011	2,120,128	102%	2,321,717	2,473,954	94%				4,495,299	4,596,082	98%
Expense															
601.000 · Salaries & Wages	431,909	415,836	104%	1,030,719	1,064,200	97%	993,802	1,047,230	95%				2,456,430	2,527,266	97%
602.000 · Employee Benefits	118,791	112,650	105%	257,897	268,362	96%	300,411	300,825	100%				677,099	681,837	99%
603.000 · Professional Fees	44,689	83,500	54%	41,711	57,680	72%	703,720	753,401	93%				790,120	894,581	88%
604.000 · Purchased Services	10,838	11,000	99%	186,355	164,775	113%	278,605	287,368	97%				475,798	463,143	103%
605.000 · Supplies	7,405	7,250	102%	89,857	67,917	132%	81,249	89,163	91%				178,511	164,330	109%
606.000 · Utilities	6,989	6,950	101%	16,824	15,246	110%	41,556	43,988	94%				65,369	66,184	99%
607.000 · Rental and Lease	4,683	4,740	99%	379	384	99%	6,194	6,935	89%				11,256	12,059	93%
608.000 · Insurance Coverages	32,706	32,166	102%	150,717	149,147	101%	121,153	121,034	100%				304,576	302,347	101%
609.000 · Maintenance & Repairs	2,823	4,000	71%	71,719	101,735	70%	26,247	39,800	66%				100,789	145,535	69%
610.000 · Depreciation and Amortization	16,592	31,000	54%	153,052	145,016	106%	88,850	85,241	104%	46,880	48,000	98%	305,374	309,257	99%
611.000 · Other operating expenses	70,876	66,380	107%	171,607	170,278	101%	56,791	67,180	85%				299,274	303,838	98%
Total Expense	748,301	775,472	96%	2,170,837	2,204,740	98%	2,698,578	2,842,165	95%	46,880	48,000	98%	5,664,596	5,870,377	96%
Net Ordinary Income	(743,730)	(773,472)	96%	(1,826)	(84,612)	2%	(376,861)	(368,211)	102%	(46,880)	(48,000)	98%	(1,169,297)	(1,274,295)	92%
Other Income/Expense															
Other Income															
701.000 · District Tax Revenues	1,349,332	1,238,000	109%	239,005	240,000	100%							1,588,337	1,478,000	107%
702.000 · Impact Mitigation Fees															
703.000 · Investment Income	19,566	22,800	86%	1		100%	1		100%				19,568	22,800	86%
704.000 · Interest Expense							(64,401)	(62,411)	103%	(47,825)	(48,000)	100%	(112,226)	(110,411)	102%
705.000 · Tenant Revenue							7,200	7,200	100%	174,415	183,825	95%	181,615	191,025	95%
710.000 · Misc Other Income							8,314	8,000	104%				8,314	8,000	104%
Total Other Income	1,368,898	1,260,800	109%	239,006	240,000	100%	(48,886)	(47,211)	104%	126,590	135,825	93%	1,685,608	1,589,414	106%
Other Expense															
802.000 · Keystone District Expense	280									11,758	13,354	88%	12,038	13,354	90%
810.000 · Misc Other Expense							1,617		100%				1,617		100%
Total Other Expense	280		100%				1,617		100%	11,758	13,354	88%	13,655	13,354	102%
Net Other Income	1,368,618	1,260,800	109%	239,006	240,000	100%	(50,503)	(47,211)	107%	114,832	122,471	94%	1,671,953	1,576,060	106%
Net Income	624,888	487,328	128%	237,180	155,388	153%	(427,364)	(415,422)	103%	67,952	74,471	91%	502,656	301,765	167%

Del Puerto Health Care District
Warrants by Bank Account
June 2020

Type	Date	Num	Name	Credit	Notes
101.000 - Cash and cash equivalents					
101.010 - Tri Counties Bank					
101.011 - TCB-Operating Checking 1739					
Check	06/15/2020	eft	USDA Rural Development Loan-EFT	11,066.00	
Bill Pmt -Check	06/02/2020	EFT	U.S. Bank Equipment Finance - EFT	126.27	
Bill Pmt -Check	06/10/2020	EFT	U.S. Bank Equipment Finance - EFT	140.24	
Bill Pmt -Check	06/10/2020	EFT	U.S. Bank Equipment Finance - EFT	149.95	
Bill Pmt -Check	06/23/2020	EFT	City Of Patterson-H2O, sewer, garbag	403.55	
Check	06/02/2020	29202	REFUND - United Healthcare	300.00	
Check	06/02/2020	29203	REFUND - Cantu, Elizabeth	713.30	
Bill Pmt -Check	06/02/2020	29204	MD - Blythe, Diana	23,951.33	
Bill Pmt -Check	06/02/2020	29205	MD - Rodriguez, Jose	35,333.33	
Bill Pmt -Check	06/02/2020	29206	NextGen Healthcare, Inc	1,800.00	Telehealth
Bill Pmt -Check	06/02/2020	29207	PG&E	38.90	
Bill Pmt -Check	06/02/2020	29208	Verizon Wireless	234.30	
Check	06/10/2020	29209	U.S. Bank Corporate Payment Center	2,381.07	
					Land
Check	06/10/2020	29210	Jose Garcia	62,000.00	purchase
Check	06/10/2020	29211	REFUND - Allen, Stephanie	500.00	
Bill Pmt -Check	06/10/2020	29212	Airgas USA, LLC	334.79	
Bill Pmt -Check	06/10/2020	29213	AMR-American Medical Response	5,643.63	
Bill Pmt -Check	06/10/2020	29214	Barton Overhead Door	472.34	
Bill Pmt -Check	06/10/2020	29215	BICSEC Security, Inc	25.00	
Bill Pmt -Check	06/10/2020	29216	Bound Tree Medical LLC	346.65	
Bill Pmt -Check	06/10/2020	29217	Cole Huber (Cota Cole)	1,956.50	
Bill Pmt -Check	06/10/2020	29218	Comcast - E Street	249.03	
Bill Pmt -Check	06/10/2020	29219	Comcast Business Voice Edge	1,855.65	
Bill Pmt -Check	06/10/2020	29220	Data Path, Inc	7,371.50	
Bill Pmt -Check	06/10/2020	29221	Frontier-3755	194.47	
Bill Pmt -Check	06/10/2020	29222	Frontier - HC 8639	191.56	
Bill Pmt -Check	06/10/2020	29223	Greenway Health	1,894.07	
Bill Pmt -Check	06/10/2020	29224	Language Line	100.00	
Bill Pmt -Check	06/10/2020	29225	Life-Assist	863.99	
Bill Pmt -Check	06/10/2020	29226	AMS Software Inc.	181.00	
Bill Pmt -Check	06/10/2020	29227	McAuley Ford	780.23	
Bill Pmt -Check	06/10/2020	29228	McKesson Medical Surgical Inc.	954.84	
Bill Pmt -Check	06/10/2020	29229	MedTech Billing Services, Inc	8,077.44	
Bill Pmt -Check	06/10/2020	29230	Pacific Records Management	232.47	
Bill Pmt -Check	06/10/2020	29231	Patterson-Westly Chamber of Comme	50.00	
Bill Pmt -Check	06/10/2020	29232	Patterson Irrigator	730.00	
Bill Pmt -Check	06/10/2020	29233	Paul Oil Co., Inc.	1,672.02	
Bill Pmt -Check	06/10/2020	29234	Physicians Service Bureau	330.07	
Bill Pmt -Check	06/10/2020	29235	SEMSA Sierra Medical Services Allian	6,300.44	
Bill Pmt -Check	06/10/2020	29236	Staples Advantage	40.15	
Bill Pmt -Check	06/10/2020	29237	Terminix	60.00	
Bill Pmt -Check	06/10/2020	29238	TID Turlock Irrigation District +06	1,277.01	
Bill Pmt -Check	06/10/2020	29239	Westside Landscape & Concrete	292.50	
Bill Pmt -Check	06/10/2020	29240	Workbench True Value Hdwe.	11.84	
Check	06/23/2020	29241	REFUND - Rawlings Co.	3,941.00	
Bill Pmt -Check	06/23/2020	29242	A West Side Self Storage	228.60	
Bill Pmt -Check	06/23/2020	29243	Airgas USA, LLC	464.35	
Bill Pmt -Check	06/23/2020	29244	Amazon	1,114.35	
Bill Pmt -Check	06/23/2020	29245	Availability Professional Staffing	6,032.00	Telehealth

Del Puerto Health Care District
Warrants by Bank Account
June 2020

Type	Date	Num	Name	Credit	Notes
Bill Pmt -Check	06/23/2020	29246	Beta Healthcare - Workers Comp	5,119.00	
Bill Pmt -Check	06/23/2020	29247	Bound Tree Medical LLC	1,229.32	
Bill Pmt -Check	06/23/2020	29248	Boy Scouts	90.00	
Bill Pmt -Check	06/23/2020	29249	CA Occupational Physicians	120.00	
Bill Pmt -Check	06/23/2020	29250	City Of Patterson-H2O, sewer, garbag	290.99	
Bill Pmt -Check	06/23/2020	29251	Intrado (West) Interactive Services	329.22	
Bill Pmt -Check	06/23/2020	29252	Keystone Pacific Business Park Owne	3,609.00	
Bill Pmt -Check	06/23/2020	29253	Life-Assist	358.15	
Bill Pmt -Check	06/23/2020	29254	Malm Fagundes LLP	543.26	
Bill Pmt -Check	06/23/2020	29255	McKesson Medical Surgical Inc.	500.72	
Bill Pmt -Check	06/23/2020	29256	Mid Valley IT	360.00	
Bill Pmt -Check	06/23/2020	29257	Mission Linen Supply	799.90	
Bill Pmt -Check	06/23/2020	29258	MO-CAL Office Solutions	677.07	
Bill Pmt -Check	06/23/2020	29259	Mountain-Valley EMS Agency	250.00	
Bill Pmt -Check	06/23/2020	29260	NextGen Healthcare, Inc	581.23	
Bill Pmt -Check	06/23/2020	29261	Paul Oil Co., Inc.	1,785.77	
Bill Pmt -Check	06/23/2020	29262	PG&E	25.03	
Bill Pmt -Check	06/23/2020	29263	Postmaster	410.00	
Bill Pmt -Check	06/23/2020	29264	ReadyRefresh by Nestle	145.79	
Bill Pmt -Check	06/23/2020	29265	SEMSA Sierra Medical Services Allian	7,570.69	
Bill Pmt -Check	06/23/2020	29266	Shred-it US JV LLC	1,795.43	
Bill Pmt -Check	06/23/2020	29267	Staples Advantage	493.76	
Bill Pmt -Check	06/23/2020	29268	Stericycle	682.50	
Bill Pmt -Check	06/23/2020	29269	West Side Storage Baldwin	187.20	
Bill Pmt -Check	06/23/2020	29270	Zoll	650.25	
Total 101.011 · TCB-Operating Checking 1739				222,012.01	
101.012 · TCB-Payroll Account 2999					
Liability Check	06/10/2020		Payroll Direct Deposit	51,729.61	
Liability Check	06/24/2020		Payroll Direct Deposit	47,027.79	
Liability Check	06/30/2020	ADJ	Metlife - Group Benefits		
Liability Check	06/11/2020	EFT	California State Disbursement Unit	1,202.30	
Liability Check	06/25/2020	EFT	California State Disbursement Unit	1,202.30	
Liability Check	06/25/2020	EFT	Metlife - Group Benefits	1,017.44	
Liability Check	06/11/2020	E-pay	EDD State of California	3,940.26	
Liability Check	06/11/2020	E-pay	Internal Revenue Service	22,620.12	
Liability Check	06/25/2020	E-pay	EDD State of California	3,478.72	
Liability Check	06/25/2020	E-pay	Internal Revenue Service	20,366.40	
Paycheck	06/11/2020	24608	Employee Payroll	2,012.17	
Paycheck	06/11/2020	24609	Employee Payroll	1,478.06	
Paycheck	06/11/2020	24610	Employee Payroll	119.94	
Paycheck	06/11/2020	24611	Employee Payroll	1,013.52	
Paycheck	06/11/2020	24612	Employee Payroll	1,406.05	
Paycheck	06/11/2020	24613	Employee Payroll	4,123.12	
Liability Check	06/11/2020	24614	AIG (VALIC)	11,303.99	
Liability Check	06/11/2020	24615	Franchise TB Garnishment 22	158.04	
Liability Check	06/11/2020	24616	United Steelworkers	406.21	
Paycheck	06/25/2020	24617	Employee Payroll	1,832.90	
Paycheck	06/25/2020	24618	Employee Payroll	1,096.79	
Paycheck	06/25/2020	24619	Employee Payroll	229.70	
Paycheck	06/25/2020	24620	Employee Payroll	774.21	
Paycheck	06/25/2020	24621	Employee Payroll	1,074.93	
Paycheck	06/25/2020	24622	Employee Payroll	1,054.44	
Paycheck	06/25/2020	24623	Employee Payroll	3,194.20	

Del Puerto Health Care District
Warrants by Bank Account
 June 2020

Type	Date	Num	Name	Credit	Notes
Liability Check	06/25/2020	24624	AIG (VALIC)	10,658.93	
Liability Check	06/25/2020	24625	Franchise TB Garnishment 22	73.73	
Liability Check	06/25/2020	24626	United Steelworkers	391.76	
Liability Check	06/25/2020	24627	CA Choice	34,279.44	
Liability Check	06/25/2020	24628	Delta Dental	3,625.24	
Liability Check	06/25/2020	24629	MES Vision	584.57	
Liability Check	06/25/2020	24630	LegalShield	325.00	
Liability Check	06/25/2020	24631	AFLAC	2,523.58	
Total 101.012 · TCB-Payroll Account 2999				<u>236,325.46</u>	
101.015 · TCB - Keystone C 8641					
Bill Pmt -Check	06/10/2020	EFT	Tri Counties Bank-EFT	7,442.07	
Bill Pmt -Check	06/10/2020	10193	Gilberto Arroyo-06	425.00	
Bill Pmt -Check	06/10/2020	10194	Mr. Rooter Plumbing	220.19	
Bill Pmt -Check	06/10/2020	10195	TID Turlock Irrigation District +06	448.56	
Bill Pmt -Check	06/23/2020	10196	City Of Patterson-H2O, sewer, garbag	288.58	
Bill Pmt -Check	06/23/2020	10197	Keystone Pacific Business Park Owne	2,879.00	
Total 101.015 · TCB - Keystone C 8641				<u>11,703.40</u>	
Total 101.010 · Tri Counties Bank				<u>470,040.87</u>	
Total 101.000 · Cash and cash equivalents				<u>470,040.87</u>	
103.000 · Restricted Funds					
103.100 · TCB-USDA Debt Reserve 7237					
Check	06/15/2020	eft	USDA Rural Development Loan-EFT	10,060.00	
Total 103.100 · TCB-USDA Debt Reserve 7237				<u>10,060.00</u>	
Total 103.000 · Restricted Funds				<u>10,060.00</u>	
TOTAL				<u>480,100.87</u>	
LESS: IRREGULAR ITEMS					
Addl deposit for E Street purchase				62,000.00	
Hiring Cost pd to Availability (Vigil)				6,032.00	
Telehealth Software cost				1,800.00	
Total				<u>69,832.00</u>	
TOTAL WARRANTS ISSUED				<u>410,268.87</u>	

Del Puerto Health Care District
Balance Sheet
As of July 31, 2020

	Jul 31, 20	Jun 30, 20	% Change	Jul 31, 19	% Change
ASSETS					
Current Assets					
Total Checking/Savings	3,166,382	3,248,951	(3%)	2,707,521	17%
Total Accounts Receivable	586,647	553,027	6%	752,389	(22%)
Total Other Current Assets	266,080	161,752	64%	264,441	1%
Total Current Assets	4,019,109	3,963,730	1%	3,724,351	8%
Fixed Assets					
Total 151.000 · Capital assets	5,365,202	5,391,594	(0%)	5,259,980	2%
Total Fixed Assets	5,365,202	5,391,594	(0%)	5,259,980	2%
TOTAL ASSETS	9,384,311	9,355,324	0%	8,984,331	4%
LIABILITIES & EQUITY					
Liabilities					
Total Current Liabilities	516,564	558,485	(8%)	490,904	5%
Total Long Term Liabilities	2,549,131	2,557,788	(0%)	2,724,793	(6%)
Total Liabilities	3,065,695	3,116,273	(2%)	3,215,697	(5%)
Equity					
350.000 · Unrestricted Assets	1,631,458	1,058,958	54%	980,351	66%
Total 360.000 · Assigned Fund Balance	1,882,357	1,882,357		1,967,000	(4%)
Total 370.000 · Restricted Fund Balance	232,476	232,476		226,440	3%
390.000 · Net Fixed Assets (Capital)	2,492,762	2,492,762		2,492,762	
Net Income	79,565	572,500	(86%)	102,080	(22%)
Total Equity	6,318,618	6,239,053	1%	5,768,633	10%
TOTAL LIABILITIES & EQUITY	9,384,313	9,355,326	0%	8,984,330	4%

Operating Acct	
Month End Cash on Hand	\$3,166,382
101.015 · TCB - Keystone C 8641	\$ (82,026)
103.100 · TCB-USDA Debt Reserve 7237	\$ (119,847)
280.000 · Deferred Grant Revenue	\$ (86,437)
370.010 · Mitigation Fees	\$ (119,804)
360.030 · Asset Replacement Fund	\$ (571,357)
A/P & Payroll Liability	\$ (310,668)
Unencumbered cash	\$1,876,243
Percent of Operating Cash Reserve Goal	143%
3906 · Operating Cash Reserve	\$1,311,000

Del Puerto Health Care District
YTD by Class
July 2020

	Total 01 DPHCD			Total 02 Patterson District Ambulance			Total 03 Del Puerto Health Center			Total 06 Keystone Bldg C			TOTAL			
	Jul 20	Budget	Budget %	Jul 20	Budget	% of Budget	Jul 20	Budget	% of Budget	Jul 20	Budget	% of Budget	Jul 20	Budget	% of Budget	
Ordinary Income/Expense																
Income																
401.000 · Gross Patient Service Revenue				881,877	702,917	125%	143,007	197,148	73%				1,024,884	900,065	114%	
401.021 · Del Puerto Health Center																
403.000 · Adjustments				(561,130)	(470,365)	119%	4,141	(9,475)	(44%)				(556,989)	(479,840)	116%	
405.000 · Bad Debt				(111,509)	(51,022)	219%	(2,980)		100%				(114,489)	(51,022)	224%	
407.000 · Other Income		167		45	533	8%	9,420	14,667	64%				9,465	15,367	62%	
Total Income		167		209,283	182,063	115%	153,588	202,340	76%				362,871	384,570	94%	
Gross Profit		167		209,283	182,063	115%	153,588	202,340	76%				362,871	384,570	94%	
Expense																
601.000 · Salaries & Wages	31,559	35,558	89%	76,538	91,820	83%	55,770	91,873	61%				163,867	219,251	75%	
602.000 · Employee Benefits	9,406	10,589	89%	21,164	26,215	81%	22,103	29,431	75%				52,673	66,235	80%	
603.000 · Professional Fees	1,447	5,500	26%	702	530	132%	62,284	64,134	97%				64,433	70,164	92%	
604.000 · Purchased Services	1,049	899	117%	22,337	16,162	138%	19,794	24,428	81%				43,180	41,489	104%	
605.000 · Supplies	146	788	19%	14,299	7,717	185%	6,737	7,696	88%				21,182	16,201	131%	
606.000 · Utilities	643	642	100%	1,608	1,608	100%	3,554	3,593	99%				5,805	5,843	99%	
607.000 · Rental and Lease	323	413	78%	32	33	97%	477	500	95%				832	946	88%	
608.000 · Insurance Coverages	2,779	2,781	100%	14,728	14,812	99%	9,750	9,666	101%				27,257	27,259	100%	
609.000 · Maintenance & Repairs	207	258	80%	1,149	7,192	16%	1,346	2,310	58%				2,702	9,760	28%	
610.000 · Depreciation and Amortization	815	815	100%	14,858	14,860	100%	7,583	7,580	100%	4,042	4,000	101%	27,298	27,255	100%	
611.000 · Other operating expenses	4,442	4,168	107%	7,381	10,143	73%	9,667	6,496	149%				21,490	20,807	103%	
Total Expense	52,816	62,411	85%	174,796	191,092	91%	199,065	247,707	80%	4,042	4,000	101%	430,719	505,210	85%	
Net Ordinary Income	(52,816)	(62,244)	85%	34,487	(9,029)	(382%)	(45,477)	(45,367)	100%	(4,042)	(4,000)	101%	(67,848)	(120,640)	56%	
Other Income/Expense																
Other Income																
701.000 · District Tax Revenues	118,000	110,500	107%	20,250	19,917	102%							138,250	130,417	106%	
702.000 · Impact Mitigation Fees																
703.000 · Investment Income	2,069	2,800	74%	0			0						2,069	2,800	74%	
704.000 · Interest Expense							(5,197)	(5,000)	104%	(3,647)	(3,583)	102%	(8,844)	(8,583)	103%	
705.000 · Tenant Revenue							600	600	100%	15,980	10,775	148%	16,580	11,375	146%	
710.000 · Misc Other Income																
Total Other Income	120,069	113,300	106%	20,250	19,917	102%	(4,597)	(4,400)	104%	12,333	7,192	171%	148,055	136,009	109%	
Other Expense																
802.000 · Keystone District Expense										642	685	94%	642	685	94%	
810.000 · Misc Other Expense																
Total Other Expense										644	685	94%	644	685	94%	
Net Other Income	120,069	113,300	106%	20,250	19,917	102%	(4,597)	(4,400)	104%	11,689	6,507	180%	147,411	135,324	109%	
Net Income	67,253	51,056	132%	54,737	10,888	503%	(50,074)	(49,767)	101%	7,647	2,507	305%	79,563	14,684	542%	

Del Puerto Health Care District Warrants by Bank Account

Type	Date	Num	July 2020 Name	Credit	NOTES
101.000 - Cash and cash equivalents					
101.010 - Tri Counties Bank					
101.011 - TCB-Operating Checking 1739					
					<i>Auto, D&O & Prof Liability (July)</i>
Bill Pmt -Check	07/01/2020	29273	Beta Healthcare Group	61,300.67	
Bill Pmt -Check	07/01/2020	29275	MD - Rodriguez, Jose	35,333.33	
Bill Pmt -Check	07/01/2020	29274	MD - Blythe, Diana	23,951.33	
Bill Pmt -Check	07/01/2020	29272	Alliant Insurance Services	10,067.27	<i>Property</i>
Check	07/01/2020	29271	U.S. Bank Corporate Payment Center	3,504.52	
Bill Pmt -Check	07/01/2020	EFT	U.S. Bank Equipment Finance - EFT	126.27	
Bill Pmt -Check	07/01/2020	29276	PG&E	39.59	
Bill Pmt -Check	07/13/2020	29277	MHD Group	2,000.00	
Bill Pmt -Check	07/14/2020	29299	MedTech Billing Services, Inc	8,961.25	
Bill Pmt -Check	07/14/2020	29279	AMR-American Medical Response	6,442.50	
Bill Pmt -Check	07/14/2020	29288	Data Path, Inc	4,577.50	
Bill Pmt -Check	07/14/2020	29297	McAuley Ford	4,375.36	
Bill Pmt -Check	07/14/2020	29293	GreenWorks Janitorial Services	3,877.00	
Bill Pmt -Check	07/14/2020	29310	Sanofi Pasteur, Inc	2,837.23	
Bill Pmt -Check	07/14/2020	29295	Life-Assist	2,740.07	
Bill Pmt -Check	07/14/2020	29305	Paul Oil Co., Inc.	2,042.74	
Bill Pmt -Check	07/14/2020	29282	Bound Tree Medical LLC	1,979.78	
Bill Pmt -Check	07/14/2020	29292	Greenway Health	1,894.07	
Bill Pmt -Check	07/14/2020	29314	TID Turlock Irrigation District +06	1,824.29	
Bill Pmt -Check	07/14/2020	29285	Cole Huber (Cota Cole)	1,569.50	
Bill Pmt -Check	07/14/2020	29278	Airgas USA, LLC	1,404.82	
Bill Pmt -Check	07/14/2020	29296	Malm Fagundes LLP	1,308.00	
Bill Pmt -Check	07/14/2020	29298	McKesson Medical Surgical Inc.	1,010.57	
Bill Pmt -Check	07/14/2020	29311	Stan Med Soc / CA Medical	760.00	
Bill Pmt -Check	07/14/2020	29300	Mission Linen Supply	582.98	
Bill Pmt -Check	07/14/2020	EFT	City Of Patterson-H2O, sewer, garbag	529.13	
Bill Pmt -Check	07/14/2020	29319	Doctors Medical Center	400.00	
Bill Pmt -Check	07/14/2020	29284	City Of Patterson-H2O, sewer, garbag	326.20	
Bill Pmt -Check	07/14/2020	29306	Physicians Service Bureau	314.82	
Bill Pmt -Check	07/14/2020	29287	Crescent Work & Outdoor #1	307.39	
Bill Pmt -Check	07/14/2020	29316	Westside Landscape & Concrete	292.50	
Bill Pmt -Check	07/14/2020	29283	City of Patterson-Business Licenses	269.00	
Bill Pmt -Check	07/14/2020	29315	Verizon Wireless	234.30	
Bill Pmt -Check	07/14/2020	29317	Workbench True Value Hdwe.	231.35	
Bill Pmt -Check	07/14/2020	29307	Pitney Bowes - Meter Lease	220.07	
Bill Pmt -Check	07/14/2020	29308	Pitney Bowes - Meter Refil	201.00	
Bill Pmt -Check	07/14/2020	29289	Frontier-3755	197.75	
Bill Pmt -Check	07/14/2020	29303	Pacific Records Management	193.04	
Bill Pmt -Check	07/14/2020	29290	Frontier - HC 8639	191.16	
Bill Pmt -Check	07/14/2020	29280	AMS Software Inc.	181.00	
Bill Pmt -Check	07/14/2020	EFT	U.S. Bank Equipment Finance - EFT	149.95	
Bill Pmt -Check	07/14/2020	29309	ReadyRefresh by Nestle	145.79	
Bill Pmt -Check	07/14/2020	EFT	U.S. Bank Equipment Finance - EFT	140.24	
Bill Pmt -Check	07/14/2020	29302	O'Reilly Auto Parts	117.50	
Bill Pmt -Check	07/14/2020	29294	Language Line	100.00	
Bill Pmt -Check	07/14/2020	29312	Stanislaus Foundation for Medical Car	100.00	
Bill Pmt -Check	07/14/2020	29286	Comcast - E Street	69.51	
Bill Pmt -Check	07/14/2020	29318	MedTech Billing Services, Inc	65.00	
Bill Pmt -Check	07/14/2020	29313	Terminix	60.00	
Bill Pmt -Check	07/14/2020	29291	Graphic Print Stop	51.66	

Del Puerto Health Care District Warrants by Bank Account

Type	Date	Num	July 2020 Name	Credit	NOTES
Bill Pmt -Check	07/14/2020	29304	Patterson Irrigator	30.00	
Bill Pmt -Check	07/14/2020	29281	BICSEC Security, Inc	25.00	
Bill Pmt -Check	07/14/2020	29301	MO-CAL Office Solutions	7.00	
Check	07/15/2020	eft	USDA Rural Development Loan-EFT	11,066.00	
Bill Pmt -Check	07/28/2020	29325	Beta Healthcare Group	17,279.67	Prof Liab - Aug
Bill Pmt -Check	07/28/2020	29340	SEMSA Sierra Medical Services Allian	9,349.04	
Bill Pmt -Check	07/28/2020	29326	Bound Tree Medical LLC	6,427.97	
Check	07/28/2020	29320	REFUND/Incentive - HPSJ	5,750.01	
Bill Pmt -Check	07/28/2020	29324	Beta Healthcare - Workers Comp	5,119.00	
Bill Pmt -Check	07/28/2020	29339	Sanofi Pasteur, Inc	2,489.31	
Bill Pmt -Check	07/28/2020	29337	Paul Oil Co., Inc.	1,982.87	
Bill Pmt -Check	07/28/2020	29328	Comcast Business Voice Edge	1,882.46	
Bill Pmt -Check	07/28/2020	29347	Zoll	1,058.70	
Bill Pmt -Check	07/28/2020	29323	Alliant Insurance Services	999.46	
Bill Pmt -Check	07/28/2020	29333	McKesson Medical Surgical Inc.	965.69	
Bill Pmt -Check	07/28/2020	29344	Stericycle	682.50	
Bill Pmt -Check	07/28/2020	29329	Digital Deployment/Streamline	600.00	
Bill Pmt -Check	07/28/2020	29335	NextGen Healthcare, Inc	546.00	
Bill Pmt -Check	07/28/2020	29334	Mission Linen Supply	529.10	
Bill Pmt -Check	07/28/2020	29341	Shred-it US JV LLC	498.85	
Bill Pmt -Check	07/28/2020	29331	Life-Assist	398.43	
Bill Pmt -Check	07/28/2020	29336	Patterson Irrigator	351.00	
Bill Pmt -Check	07/28/2020	29330	Intrado (West) Interactive Services	336.82	
Bill Pmt -Check	07/28/2020	29321	A West Side Self Storage	228.60	
Bill Pmt -Check	07/28/2020	29346	West Side Storage Baldwin	187.20	
Bill Pmt -Check	07/28/2020	29345	Stryker Sales Corporation	182.57	
Bill Pmt -Check	07/28/2020	29327	Comcast - E Street	180.32	
Bill Pmt -Check	07/28/2020	29343	Staples Advantage	143.52	
Bill Pmt -Check	07/28/2020	29322	Airgas USA, LLC	95.15	
Bill Pmt -Check	07/28/2020	29332	McAuley Ford	94.93	
Bill Pmt -Check	07/28/2020	29342	Solutions Group	91.94	
Bill Pmt -Check	07/28/2020	29338	PG&E	23.81	
Total 101.011 · TCB-Operating Checking 1739				259,201.92	
101.012 · TCB-Payroll Account 2999					
Liability Check	07/08/2020		Payroll Direct Deposit	45,509.81	
Liability Check	07/22/2020		Payroll Direct Deposit	52,963.25	
Check	07/31/2020		Bank Charge	78.00	
Liability Check	07/09/2020	EFT	California State Disbursement Unit	1,202.30	
Liability Check	07/23/2020	EFT	California State Disbursement Unit	1,202.30	
Liability Check	07/23/2020	EFT	Metlife - Group Benefits	1,017.44	
Liability Check	07/09/2020	E-pay	EDD State of California	3,337.69	
Liability Check	07/09/2020	E-pay	Internal Revenue Service	19,551.46	
Liability Check	07/09/2020	E-pay	EDD State of California	586.87	
Liability Check	07/14/2020	E-pay	EDD State of California	24.02	
Liability Check	07/14/2020	E-pay	Internal Revenue Service	398.52	
Liability Check	07/23/2020	E-pay	EDD State of California	3,919.07	
Liability Check	07/23/2020	E-pay	Internal Revenue Service	22,893.48	
Paycheck	07/09/2020	24632	Employee Payroll	1,622.45	
Paycheck	07/09/2020	24633	Employee Payroll	710.70	
Paycheck	07/09/2020	24634	Employee Payroll	229.69	
Paycheck	07/09/2020	24635	Employee Payroll	528.08	
Paycheck	07/09/2020	24636	Employee Payroll	708.73	
Paycheck	07/09/2020	24637	Employee Payroll	2,869.53	
Paycheck	07/09/2020	24638	Employee Payroll	1,801.83	

INDIRECT COSTS POLICY	EFFECTIVE DATE
	TBD

Purpose:

The purpose of this policy is to pay for expenses that are directly attributable to project outcomes and outputs as direct costs and expenses associated with general running of the business as indirect costs.

Policy:

Indirect cost rates are subject to a 10% limitation. This is the maximum rate allowed under the District's policy. A grantee or contractor with an actual indirect cost rate lower than the maximum rate provided above should not increase the funding request to the maximum allowed. The intent is to sufficiently fund actual costs, not to generate financial surpluses.

Definitions:

Direct Costs: Direct costs are the expenses directly attributable and can be reasonably allocated to the project. Program staff salaries, travel expenses, materials, and consultants required to execute the grant are examples. Costs that would not be incurred if the grant did not exist are often indicative of direct costs.

Indirect Costs: Indirect costs are general overhead and administration expenses that support the entire operation that may be shared across projects. Examples include facilities expenses, e.g. rent, utilities, equipment for the grantee's headquarters, and associated information systems and support and administrative staff such as HR, general finance, accounting, IT, and legal. Expenses that would be incurred regardless of whether the grant is funded are often indicative of indirect costs. While these costs may not be directly attributable to a project, they are real and necessary to operate as an organization.

Indirect Cost Rate: $\text{Indirect Cost Rate} = \frac{\text{Budgeted Indirect costs}}{\text{Budgeted Total Direct Costs}}$ (e.g. personnel, sub-awards, supplies, equipment, etc.)

Procedure:

When requested and substantiated, requests for indirect costs may be paid but are limited to a rate of 10% of the total budget.

BOARD MEETING ACTION SUMMARY

MOTION AMENDED: YES NO

AMENDMENT: _____

<i>Made By</i>	<i>Motion</i>	<i>Second</i>
<i>President Pittson</i>		
<i>Vice President Robinson</i>		
<i>Secretary Campo</i>		
<i>Treasurer Stokman</i>		
<i>Director Macmaster</i>		

VOICE VOTE TAKEN: YES NO

_____ *Pass* _____ *Fail* _____ *Mixed – take Roll Call Vote*

<i>Roll Call Vote</i>	<i>Aye</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>President Pittson</i>				
<i>Vice President Robinson</i>				
<i>Secretary Campo</i>				
<i>Treasurer Stokman</i>				
<i>Director Macmaster</i>				

MOTION IS:

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

1. UNENCUMBERED CASH - June 30, 2020

	Operating Acct	
Month End Cash on Hand	\$	3,248,951
101.015 · TCB - Keystone C 8641	\$	(70,891)
103.100 · TCB-USDA Debt Reserve 7237	\$	(118,839)
280.000 · Deferred Grant Revenue	\$	(95,516)
370.010 · Mitigation Fees	\$	(119,804)
360.030 · Asset Replacement Fund	\$	(571,357)
A/P & Payroll Liability	\$	(344,333)
Unencumbered cash	\$	1,928,211
Percent of Operating Cash Reserve Goal		147%
3906 · Operating Cash Reserve	\$	1,311,000

2. FY19-20 TOTAL OPERATING EXPENSES

	Jul '19 - Jun 20	
Expense		
601.000 · Salaries & Wages		2,456,430.49
602.000 · Employee Benefits		677,100.77
603.000 · Professional Fees		790,192.48
604.000 · Purchased Services		475,797.59
605.000 · Supplies		184,929.06
606.000 · Utilities		65,368.88
607.000 · Rental and Lease		11,255.98
608.000 · Insurance Coverages		304,576.08
609.000 · Maintenance & Repairs		100,788.48
610.000 · Depreciation and Amortization		305,373.61
611.000 · Other operating expenses		299,594.89
Total Expense		5,671,408.31

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting

Agenda Item # 8L - Resolution 2020-04 for Asset Replacement Funding

Page 1 of 2

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA: #

CONSENT CALENDAR: NO

AGENDA DATE: August 31, 2020

CEO CONCURRENCE: YES

4/5 VOTE REQUIRED: NO

SUBJECT: Resolution 2020-04: Transfers to Asset Replacement Fund Reserves

RECOMMENDATION: The Administrative Director / CEO recommends increase current Asset Replacement Fund by \$305,000 which is the total amount of FY2019-20 depreciation cost.

CONSIDERATIONS:

Depreciation is an operating expense as an asset is consumed from purchase to end of useful life. The expectation is that the asset would have to be replaced at the end of its useful life.

The **Equity: Asset Replacement Fund** holds monies set aside for the replacement or acquisition of equipment, buildings, and property. Capital expenses (the Capital Expense Budget is separate from the Operating budget) are paid out of the Asset Replacement Fund.

PLEASE NOTE: A transfer from Equity: Unrestricted to Equity: Asset Replacement Fund is NOT an approval to spend money. All Capital purchases and funds spent from Asset Replacement require separate Board approval for items and amounts.

POLICY:

The Administrative Director / CEO is to manage available funds including evaluate the fiscal year-end financial situation of the organization and recommend to the Board the transfer of funds into appropriate restricted accounts.

FISCAL IMPACT:	Asset Replacement Fund, June 30, 2020	\$ 571,357
	Less: Assigned Approved Capital Expense	<u>42,200</u>
	Net Asset Replacement Fund	529,157
	Add : FY2020 Depreciation	<u>305,000</u>
	New Balance for Asset Replacement Fund	\$ 876,357
	Unrestricted Assets, June 30, 2020	\$ 1,058,958
	Less: Transfer to Asset Replacement Fund	<u>305,000</u>
	New Balance for Unrestricted Assets	\$ 753,958

DISTRICT PRIORITY: Fiscal responsibility, transparency, and planning

STAFFING IMPACT: None

CONTACT PERSON: Karin Hennings

BOARD ACTION:

ROLL CALL REQUIRED: **YES**

RECOMMENDED RESOLUTION:

Whereas, the Board desires to designate funds as an Operating Reserve; and

Whereas, the Board desires to designate specific funds for future replacement or acquisition of equipment, buildings, or property;

Be it now resolved, the Board of Directors directs the Administrative Director / CEO to make a Balance Sheet transfer of \$305,000 to the Equity: Asset Replacement Fund account.

BOARD MEETING ACTION SUMMARY

MOTION AMENDED: YES NO

AMENDMENT: _____

<i>Made By</i>	<i>Motion</i>	<i>Second</i>
<i>President Pittson</i>		
<i>Vice President Robinson</i>		
<i>Secretary Campo</i>		
<i>Treasurer Stokman</i>		
<i>Director Macmaster</i>		

VOICE VOTE TAKEN: YES NO

_____ *Pass* _____ *Fail* _____ *Mixed – take Roll Call Vote*

<i>Roll Call Vote</i>	<i>Aye</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>President Pittson</i>				
<i>Vice President Robinson</i>				
<i>Secretary Campo</i>				
<i>Treasurer Stokman</i>				
<i>Director Macmaster</i>				

MOTION IS:

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

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting

Agenda Item 9L – Resolution # 2020-05 Capital Expense Requests

DEPT: CHIEF EXECUTIVE OFFICE	BOARD AGENDA:	#
CONSENT CALENDAR: NO	AGENDA DATE:	08/31/2020
CEO CONCURRENCE: YES	4/5 VOTE REQUIRED:	NO

SUBJECT: Requests for Capital Expenditures

STAFF RECOMMENDATION: The Board consider approving the attached capital expense requests.

CONSIDERATIONS: TECHNOLOGY: Replace firewalls in Health Center and District Office.

POLICY ISSUE: Board approval required for unbudgeted expenditures over \$2,500.

FISCAL IMPACT: Total requested approximately \$14,290.

DISTRICT PRIORITY: Provide the updated tools so patient and district data is protected from cyber crime

STAFFING IMPACT: Technology deployment by Data Path.

CONTACT PERSON: Karin Hennings

ATTACHMENT(S): FY 2020-2021 Administration Capital Expenditure Request

RECOMMENDED BOARD ACTION:

ROLL CALL REQUIRED: YES

RECOMMENDED MOTION:
The Board of Directors approve the Technology Capital Expenditure request as presented.

BOARD MEETING ACTION SUMMARY

MOTION AMENDED: YES NO

AMENDMENT: _____

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting

Agenda Item 9L – Resolution # 2020-05 Capital Expense Requests

<i>Made By</i>	<i>Motion</i>	<i>Second</i>
<i>President Pittson</i>		
<i>Vice President Robinson</i>		
<i>Secretary Campo</i>		
<i>Treasurer Stokman</i>		
<i>Director Mac Master</i>		

VOICE VOTE TAKEN: YES NO
 _____ Pass _____ Fail _____ Mixed – take Roll Call Vote

<i>Roll Call Vote</i>	<i>Aye</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>President Pittson</i>				
<i>Vice President Robinson</i>				
<i>Secretary Campo</i>				
<i>Treasurer Stokman</i>				
<i>Director Mac Master</i>				

MOTION IS:
 _____ *Approved*
 _____ *Denied*
 _____ *Approved as amended*
 _____ *Other*

Del Puerto Health Care District

Fiscal Year 2020-21

Capital Expenditure Budget

Budget #	Dept	Title	Brief Description & Justification	Effect on Operations	Replacement Equipment?	Revenue Generating	Project Cost	Source of Funds	Approved Capital	Date BOD	Date of Invoice	PAID Amount	Remaining
2021-01	ADM	Hardware Update for Computer Security	Purchase new firewalls for the health center and district office/ambulance buildings	Current firewall equipment is four years old and outdated. DataPath recommendation to ensure cyber security is that the hardware be replaced and monitoring software updated. Monitoring software contract is for three years. Software costs will be expensed each year.	yes	no	\$14,290	Cash	asset replacement fund				
2018-06	AMB	Replace Satellite Phones	Buy four (4) new satellite phones	Several areas within District boundaries do not have cellular coverage. This includes the mountainous area between I5 and Santa Clara county. Satellite phones are the only communication source to stay in touch with the hospital. These phones would also provide emergency communication in case of a catastrophic event	yes	No	\$ 3,600	Cash	asset replacement fund				-
2018-01	AMB	Update Interior of Crew Quarters	Paint, sunlight blocking window treatments, flooring replacement	Quarters are bleak and do not provide a professional environment for our employees	no	no	\$10,000	Cash	asset replacement fund				-
2018-09	HC	Whole Building Water Softener	Current pipes are being corroded by domestic water with high mineral content. Several thousand dollars has been spent on plumbing repairs. A water softening system will extend the life of the building mechanics	Better water quality in clinic and less time spent on plumbing emergencies	no	No	\$20,000	Cash	asset replacement fund				-
2018-17	HC	HC Interior Modification #5	Convert north procedure room to secure records room and convert records storage into open plan office space for midlevels	Additional office space is needed in clinic; that is close to exam rooms. We are converting to fully electronic medical records which will free record storage space. When we get a third doctor and LCSW we will have to reassign available space. Can repurpose unused office desks from northwest conference room.	no	no	\$ 9,000	Cash	asset replacement fund				-
2018-13	HC	HC Interior Modification #1	Insert window in HC manager office to back corridor	supervision of phone center which is in back office	no	no	\$ 2,000	Cash	asset replacement fund				-

Del Puerto Health Care District

Fiscal Year 2020-21

Capital Expenditure Budget

Budget #	Dept	Title	Brief Description & Justification	Effect on Operations	Replacement Equipment?	Revenue Generating	Project Cost	Source of Funds	Approved Capital	Date BOD	Date of Invoice	PAID Amount	Remaining
2018-14	HC	HC Interior Modification #2	Open North Reception eastern window to walkthrough dutch door	Increase efficiency of patient and staff flow Currently have to go around the entire block to access One never designed into HC.	no	no	\$ 3,500	Cash	asset replacement fund				-
2018-15	HC	HC Interior Modification #3	Privacy screens for patient vitals area	Currently patients sit in open walking area behind counter. Add glass privacy screens	no	no	\$ 4,000	Cash	asset replacement fund				-
2018-16	HC	HC Interior Modification #4	North Reception privacy glass	Add glass panels to segregate patients at counter from seeing or hearing other patient's information. Improve confidentiality of staff making phone calls from North Reception Desk	no	no	\$ 8,000	Cash	asset replacement fund				-
2018-17	HC	HC Interior Modification #5	Convert north procedure room Imaging waiting and check-in desk; open storage closet to access x-ray suite from procedure room.	Partnership with RadNet to bring x-ray and ultrasound services to west side, to create a professional welcoming entry and waiting area for all west side imaging patients	no	no	\$ 9,000	Cash	asset replacement fund				-
FY 2020-21 CAPITAL EXPENSES							REQUESTED \$ 83,390	APPROVED	\$ -			\$ -	\$ -
2019-03	AMB	Crew Quarters alerting & light activation for night responses	A sound and light system that is activated by 911 dispatches. Installation of an alarm and light system in crew quarters will allow 911 dispatches to be directed to individual bedrooms . It allows crew not being activated to continue to sleep.	Will assure crew members are notified as soon as possible to respond to 911 dispatch even if resting in room. Currently use radios, but this allows all 911 traffic into their room	no	Helps avoid late calls and potential penalties	\$ 7,500	Cash	asset replacement fund	7,500	4/29/2019		7,500
2019-04	AMB	Crew Quarters lockers for individual rooms	Currently there are eight cabinets; two per bedroom. We have more full-time employees having on-site permanent lockers for individuals allows them to maintain certain personal items on site. Rooms do not have closets so Part-time employees do not have space to store their items when on duty.	Allows employees to keep more personal items on site; improving comfort and connection to the workplace.	yes	No	\$ 7,500	Cash	asset replacement fund	7,500	4/29/2019		7,500

Del Puerto Health Care District

Fiscal Year 2020-21

Capital Expenditure Budget

Budget #	Dept	Title	Brief Description & Justification	Effect on Operations	Replacement Equipment?	Revenue Generating	Project Cost	Source of Funds	Approved Capital	Date BOD	Date of Invoice	PAID Amount	Remaining
2019-05	AMB	Crew Quarters Bathroom Repairs	retile floors to prevent water flowing out of shower onto bathroom floor, replace drain pipes as needed, add vanities for counter space and storage	Safety and preventative repair issue	no	no	\$20,000	Cash	asset replacement fund	20,000	4/29/2019		20,000
2019-06	HC	Bathrooms (6) Exhaust Fans	Replacement of all six (6) bathroom exhaust fans		yes	no	\$ 3,650		asset replacement fund	3,650	6/24/2019		3,650
2019-06	HC	Bottleless Drinking Water Systems (3)	Initial purchase and installation cost of equipment	Improved patient care and staff efficiency. Saving money from purchasing bottled/gallons of water.	yes	no	\$ 3,550		asset replacement fund	3,550	6/24/2019		3,550
APPROVED CAPITAL EXPENDITURES									\$	42,200			
ASSET REPLACEMENT FUND RESERVE										571,357			
UNDESIGNATED ASSET REPLACEMENT FUND									\$	529,157			

QUOTE FOR

Palo Alto Firewalls

Prepared for:

Del Puerto Healthcare District
 875 E Street
 Patterson, CA 95363
 Karin R. Hennings

Prepared by:

Datapath
 Anthony Brown
 209-661-4707
 abrown@mydatapath.com

Quote Information:

Quote # 015763
 Version: 1
 Delivery Date: 08/12/2020
 Expiration Date: 09/11/2020

Health Center Firewall

	Price	Qty	Ext. Price
Palo Alto Networks PA-820	\$2,719.75	1	\$2,719.75
Threat prevention subscription 3-year prepaid, PA-820	\$1,593.90	1	\$1,593.90
PANDB URL filtering subscription 3-year prepaid, PA-820	\$1,593.90	1	\$1,593.90
WildFire subscription 3-year prepaid, PA-820	\$1,593.90	1	\$1,593.90
Partner enabled premium support 3 year prepaid, PA-820	\$2,040.00	1	\$2,040.00
Subtotal:			\$9,541.45

District Office Firewall

	Price	Qty	Ext. Price
Palo Alto Networks PA-220	\$603.75	1	\$603.75
Threat prevention subscription 3-year prepaid, PA-220	\$347.76	1	\$347.76
PANDB URL filtering subscription 3-year prepaid, PA-220	\$347.76	1	\$347.76
WildFire subscription 3-year prepaid, PA-220	\$347.76	1	\$347.76
Partner enabled premium support 3-year prepaid, PA-220	\$450.00	1	\$450.00
Rack Mount Kit for Palo Alto PA-220 - Double Unit Rack	\$133.80	1	\$133.80
Subtotal:			\$2,230.83

Services

	Price	Qty	Ext. Price
Professional Services	\$4,900.00	1	\$4,900.00
<u>Configuration and Installation of Palo Alto Networks Firewall (2 Sites)</u>			
<ul style="list-style-type: none"> • Process includes licensing, dynamic updates, and product registration • Import and/or create security rules and NAT rules • Enable Threat Protection for anti-virus, anti-spyware and vulnerability • Enable Wildfire security profile • Enable default URL Categorization • User-ID configuration with Active Directory • Setup Best Practice URL Security Policies • Configure Logging • Configure Reporting if requested • Configure Email Threat Alerts if requested 			
Subtotal:			\$4,900.00

Monthly Security Services

	Recurring	Qty	Ext. Recurring
Managed Security	\$750.00	1	\$750.00
SECURITY SERVICES*			
Preventative Cybersecurity Services			
<ul style="list-style-type: none"> • Firewall Management and Security Hardening for 2 Firewalls** • Firewall Monitoring and Integration with Threat Intelligence Feeds for 2 Firewalls*** • Best Practice Assessments of Firewall *** • Ongoing Security Awareness Training/Phishing Assessments for up to 35 People 			
* Security Incident Response Services are not included with this plan and are billed at \$225/hr per technician			
** Palo Alto Networks Firewall is Highly Recommended for this service			
*** Palo Alto Networks Firewall is Required for this service			
Monthly Subtotal:			\$750.00

Quote Summary

	Amount
Health Center Firewall	\$9,541.45
District Office Firewall	\$2,230.83

Quote Summary

	Amount
Services	\$4,900.00
Subtotal:	\$16,672.28
Estimated Tax:	\$272.27
Total:	\$16,944.55

Monthly Expenses Summary

	Amount
Monthly Security Services	\$750.00
Monthly Total:	\$750.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – August 24, 2020

Declaration of Ambulance as Surplus Property

Page 1 of 1

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: Retire 1999 Ford Expedition QRV and Declare Surplus Equipment for disposal (VIN #1FMPU18L3XLB57615).

STAFF REPORT: Our oldest ambulance in the fleet is past its reliable service life. The Board adopted a plan to dispose of ambulances at ten years of age. The ambulance in question was acquired in May of 1999 at an original cost of \$28,805.49. An ambulance is depreciated over five years. This ambulance is 21 years old.

CONSIDERATIONS: The QRV was kept as a deep reserve vehicle and rarely used in the past two years. A new QRV was purchased on November 2018.

DISTRICT PRIORITY: Reliable, safe, cost efficient equipment

POLICY ISSUE: Options for surplus equipment disposal include:

- Stanislaus County General Services Agency
- Public Surplus® (Public Agency auction website)

FISCAL IMPACT: Minimal; fully depreciated equipment; may have small residual value ~(\$500) upon disposal.

STAFF IMPACT: None

CONTACT PERSON: Paul Willette

ATTACHMENTS: None

RECOMMENDED BOARD ACTION:

RESOLUTION NUMBER: 20-06

ROLL CALL REQUIRED: YES

RECOMMENDED MOTION: *I move the Board of Directors adopt Resolution Number 20-XX, declaring the 1999 Ford Expedition QRV retired and surplus equipment and authorize the Administrative Director / CEO to dispose of it in accordance with all applicable rules and regulations.*

Del Puerto Health Care District

BOARD MEETING ACTION SUMMARY

MOTION AMENDED: YES NO

AMENDMENT: _____

<i>Made By</i>	<i>Motion</i>	<i>Second</i>
<i>President Pittson</i>		
<i>Vice President Robinson</i>		
<i>Secretary Campo</i>		
<i>Treasurer Stokman</i>		
<i>Director Macmaster</i>		

VOICE VOTE TAKEN: YES NO

_____ Pass _____ Fail _____ Mixed – take Roll Call Vote

<i>Roll Call Vote</i>	<i>Aye</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>President Pittson</i>				
<i>Vice President Robinson</i>				
<i>Secretary Campo</i>				
<i>Treasurer Stokman</i>				
<i>Director Macmaster</i>				

MOTION IS:

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

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – August 31, 2020

Inaugural Membership in Stanislaus County Chapter of CSDA
Inaugural Membership in Stanislaus County Chapter of CSDA **Page 1 of 1**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: Inaugural Membership in Stanislaus County Chapter of CSDA

STAFF REPORT: The California Special District Association (CSDA) is proposing that Stanislaus County special districts form a local chapter. It is the CEO's recommendation that DPHCD be involved in the formation and actively participate in the quarterly meetings that are planned.

CONSIDERATIONS: CSDA represents over 2,000 local agencies in state and local politics, they serve as a resource for learning and sharing. A local, Stanislaus County Chapter is the next step in solidifying relationships among the special districts that share a common Board of Supervisors and Local Agency Formation Commission (LAFCO). This would also serve as a forum to provide local educational opportunities for staff and Board Directors as an alternative to attending state-wide conferences.

DISTRICT PRIORITY: Involvement in local politics; developing relationships with like-minded agencies.

FISCAL IMPACT: None; no dues are anticipated at this time.

STAFFING IMPACT: Limited to assisting with facilitation of and participation in quarterly meetings

CONTACT PERSON: Karin Hennings

ATTACHMENT(S): Draft Stanislaus County Chapter Affiliation Agreement
Stanislaus County CSDA Chapter Bylaws Draft
DPHCD Certificate for Liability Coverage

RECOMMENDED BOARD ACTION:

ROLL CALL REQUIRED: NO

RECOMMENDED MOTION: *I move the Board of Directors approve membership in the Stanislaus County Special Districts Association and hereby adopt the resolution certifying liability coverage.*

CHAPTER AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made this ____ day of _____, 2020, by and between **California Special Districts Association**, a 501(c)(6) California nonprofit corporation, with its principal place of business at 1112 I Street, Suite 200, Sacramento, CA 95814 ("CSDA"), and the **Stanislaus County Special Districts Association**, an unincorporated business association, with its principal place of business at Del Puerto Healthcare District, (Patterson) CA (hereinafter "Chapter").

RECITALS

A. CSDA is a California nonprofit public benefit corporation representing different types of special districts which provide a wide variety of public services to California communities. The purposes and objectives of the CSDA are to advance the vital public interest in effective, efficient and responsive local government, specifically by providing educational, legislative advocacy, financing, and insurance services to California special districts;

B. Chapter desires to obtain the right to use CSDA's name, logo, membership mailing list, endorsement, technical assistance and staff support and other CSDA Intellectual Property in connection with Chapter's activities including conducting programs for the continuing education of special district officials and employees, research projects on local special district issues of concern to Chapter's member special districts, legislative outreach on legislative issues of importance to individual chapters and their members, and supporting chapter outreach programs to educate the public about the operations of special districts within the jurisdictional boundaries of the Chapter (hereinafter the "Chapter Program");

C. CSDA is willing to provide its endorsement and technical support services to Chapter and permit Chapter to use its name, logo, membership list and other Intellectual Property in connection with the operation of the Chapter Program, on the terms and conditions specified in this Agreement.

D. The Boards of Directors of CSDA and Chapter hereby reaffirm that the relationship of CSDA and Chapter to each other is that of Licensee and Licensor. This agreement is not intended by the parties to create any association, joint venture, partnership, or agency relationship of any kind between CSDA and Chapter. Neither CSDA nor Chapter is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that CSDA is in the business of providing services comprising the Chapter Program, other than CSDA's endorsement and technical support of the Chapter Program. It is the intent of both CSDA and Chapter that the terms and conditions of this Agreement be interpreted to advance the stated intent of the parties to remain autonomous organizations, each seeking to fulfill its respective stated mission and offer programs that accomplish each party's business goals and objectives.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. License of Intellectual Property.

A. Definition of Intellectual Property.

1. "Intellectual Property" of CSDA includes, but is not limited to use of its name (to include both "California Special Districts Association" and the "CSDA" acronym), logo, and membership mailing and electronic mail list with respect to past, current or prospective members of CSDA located within Chapter's

geographic area; copyrighted, trademarked or proprietary information and materials prepared by CSDA and provided by CSDA to Chapter pursuant to the provisions of this Agreement; and all other Intellectual Property rights including the know-how, licenses, trade secrets, proprietary programs and processes of CSDA.

B. Limited License of Name, Logo, Membership Mailing List and Intellectual Property.

1. CSDA hereby grants a conditional, revocable, nonexclusive license to Chapter to use its name, acronym, logo, membership mailing list, and other Intellectual Property in connection with Chapter's operation of the Chapter Program. In addition, CSDA hereby agrees to provide its public endorsement of the Chapter Program. Chapter hereby accepts the grant of such license and the endorsement of its Chapter Program.

2. Chapter agrees that the license granted hereunder, the promotion and endorsement of the Chapter Program, and the usage of CSDA's name, logo, membership mailing list, and other Intellectual Property shall be restricted to the operation and promotion of the Chapter Program to existing and potential members of the Chapter. Chapter further agrees to protect the name and goodwill of CSDA throughout the term of this agreement.

3. Chapter agrees that it shall not use, or permit any person or entity other than Chapter members to use, CSDA's name, logo, membership mailing list, and other Intellectual Property, for any purpose without the prior written consent of CSDA. Chapter further agrees to keep CSDA's membership mailing list in strict confidence and to not sell or disclose such mailing list or its contents to any third party in any manner, except with the prior written consent of CSDA.

4. Upon termination or expiration of this Agreement, Chapter shall: (i) immediately cease utilization of CSDA's name, logo, membership mailing list, and other Intellectual Property in connection with the Chapter Program or for any other purpose; (ii) immediately return to CSDA all originals and copies of CSDA's name, logo, membership mailing list, and other Intellectual Property (whether in printed, electronic, recorded, or other tangible form); and (iii) discard or destroy all copies thereof.

C. Review and Approval. In order to protect the reputation and goodwill of CSDA, Chapter shall provide CSDA with the right to review and pre-approve all uses of CSDA's name, logo, membership mailing list, and other Intellectual Property or any portion thereof, by chapter and its member districts and agents. Chapter shall submit to CSDA a copy of the intended use of CSDA's name, logo, membership mailing list, and other Intellectual Property or proposed endorsement materials to CSDA. CSDA shall have ten (10) days to approve or disapprove such use by the Chapter of the proposed materials. If CSDA fails to respond within ten (10) days of receipt of such materials, their silence shall be deemed approval of the Chapter's proposed use.

D. Conditions to Limited License of Intellectual Property.

This Limited License of Intellectual Property is granted by CSDA to Chapter subject to satisfaction of each and all of the following conditions.

1. Chapter must provide copies of its bylaws to CSDA for review and approval for consistency with the Articles of Incorporation and bylaws of CSDA. Receipt and approval of the Chapter's bylaws CSDA is confirmed by execution of this Agreement. Chapter agrees to provide copies of all amendments to the bylaws of the Chapter to CSDA during the term of this Agreement.

2. Chapter agrees to comply with those requirements specified in CSDA bylaws regarding Chapters.

3. Chapter shall comply with all federal, state and local laws, regulations and ordinances.

4. Chapter will establish membership requirements that are based on guidelines established by the CSDA bylaws. (Exhibit A)

5. Chapter agrees to appoint a Communications Liaison to facilitate communication between Chapter and CSDA. The Communications Liaison shall be a member district of both the Chapter and CSDA.

II. Description of Services.

CSDA shall provide the following services to Chapter pursuant to the terms and conditions of this Agreement: (1) provide training and assistance in issues regarding governance and operations of the Chapter and its member districts including but not limited to leadership training, district training certification, and legislative updates. In addition, CSDA shall provide the Chapter access to services of its endorsed business affiliates for supplemental services which may be of value to individual special district Chapter members; (2) CSDA agrees to promote Chapter activities in its regular communications to all CSDA members.

Chapter agrees to provide the following services pursuant to the terms and conditions of this Agreement: (1) conduct educational, outreach and other programs and activities the purposes of which do not conflict with the stated purposes of CSDA; (2) agrees to periodically inform its members of CSDA programs, activities, services and legislative alerts; (3) Chapter agrees to maintain regular communication with CSDA and share general information of interest to both parties; and (4) Chapter agrees that it will not, during the term of this Agreement, represent itself as a Chapter of CSDA and publish a legislative position or a position on a valid initiative that is in opposition to one taken by CSDA. This representation does not preclude individual special district members of the Chapter from taking their own respective positions on pending legislation and/or ballot initiatives affecting special districts.

III. Confidential Information.

A. Both CSDA and Chapter may disclose certain confidential information and trade secrets ("Confidential Information") concerning the operations of their respective businesses in connection with entering into this Agreement and performing their obligations herein. Such Confidential Information includes, but is not limited to the manner and terms under which services are provided or will be provided to their respective members. Each party agrees, on behalf of itself and its members, and other persons to whom disclosure of the Confidential Information is permitted hereunder, to keep confidential, and not use, disclose or publish the Confidential Information other than as permitted under the terms of this Agreement.

B. Each party acknowledges and agrees that the Confidential Information of the other parties is confidential and proprietary, and that any and all Confidential Information shall remain strictly confidential among the parties, and shall not be disclosed, used or published except as specifically permitted under the terms of this Agreement

C. The parties' obligations under this Article shall survive the termination of this Agreement. In addition, upon termination or revocation of the license contemplated hereunder, or upon expiration or earlier termination of this Agreement, all Confidential Information transmitted to the receiving party by the disclosing party and any copies thereof made by the receiving party will be destroyed or, at the disclosing party's written request, promptly returned to the disclosing party.

IV Term and Termination. This Agreement shall be effective as of the date and year first above written and shall remain in full force and effect until terminated at any time by either party, without cause, upon

giving to the other party not less than sixty (60) working days' prior written notice of an election to terminate this Agreement. Failure by Chapter to comply with the conditions for issuance of the limited license specified in Sections 1B, 1C and 1D hereof may lead to suspension or revocation of this license by CSDA. Upon termination of this Agreement, the license granted hereby shall be deemed to have been revoked by CSDA.

V. Indemnification and Insurance.

A. Indemnification.

1. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its governing board, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever, asserted against, incurred or suffered by the other party, or its governing board, officers, employees, agents or representatives, by reason of personal injury or property damage resulting in any way from: (a) any negligent or intentional act by it or any of its officers, employees, agents or representatives in the performance of services or obligations hereunder; or (b) any negligent omission or failure to act when under a duty to act on its part or the part of any of its officers, employees, agents or representatives in the performance of services or obligations hereunder.

B. Insurance. In order to assure the indemnity described in this Section both CSDA and Chapter shall, at its sole expense, carry and keep in full force and effect at all times during the Term of this Agreement a liability insurance policy with a single limit of at least 1 million dollars (\$1,000,000) to cover potential liability to third parties arising from the operation of the Chapter Program. Each party shall name the other party as an additional insured on such insurance policy, and such insurance policy shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days written notice to Association. Each party shall provide to the other, within thirty (30) days of the commencement of the initial Term of this Agreement, a copy of the certificate evidencing such insurance policy. The indemnification under this Agreement shall in no way be limited by the extent of insurance coverage. The provisions of this Section shall survive any termination or expiration of this Agreement.

1. As an alternative to providing an insurance policy pursuant to Section V.B., Chapter may assure the indemnity obligations specified in Section V.A. by providing a written certificate from each member district of Chapter certifying that all employees of such Chapter member district participating in Chapter activities as part of the Chapter Program, are acting within the course and scope of their duties for the individual Chapter member, and that the individual Chapter member's insurance policies provide general liability coverage for all such member district employees participating in Chapter activities. (Exhibit B)

VI. MEDIATION.

(a). The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to the party in any such action.

VII. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

VIII. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

IX. Governing Law. All questions with respect to the construction, performance and enforcement of this Agreement, and the rights and liabilities of the parties hereunder, shall be determined in accordance with the laws of the State of California. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the State of California. Each party hereby consents to, and agrees not to contest, the jurisdiction of the federal, state and local courts located within the State of California.

X. Headings. The headings of the various paragraphs hereof are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

XI. Assignment. This Agreement may not be assigned, or the rights granted hereunder transferred or sub-licensed, by either party without the express prior written consent of the other party.

XII. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

XIII. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

XIV. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

XV. Independent Agreement. This Agreement is an independent agreement which is not in any way contingent upon or related to any other contractual obligations of the parties. The royalties and price discounts provided by Company herein are solely in consideration for the license of Association's name, logo and membership mailing list.

XVI. Severability. All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

XVII. Notice. All notices and demands of any kind or nature that either party to this Agreement may be required or may desire to serve upon the other in connection with this Agreement shall be in writing and may be served personally, by certified mail, or by commercial overnight courier (e.g., Federal Express), with constructive receipt deemed to have occurred 3 calendar days after the mailing or sending of such notice, to the following addresses:

If to CSDA: California Special Districts Association
 1112 I Street, Suite 200
 Sacramento, CA 95814
 Attn.: Neil McCormick, Executive Director

If to Chapter: Stanislaus County Special District Association
 875 E Street
 Patterson, CA 95363
 Attn: Karin Hennings, Secretary

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused duplicate originals of this Agreement to be executed by their respective duly authorized representatives as of the date and year first above written.

California Special Districts Association
Contact: Neil McCormick, Executive Director
1112 I Street, Suite 200
Sacramento, CA 95814
T – 916.442.7887

By: _____
Neil McCormick
Executive Director
Date: _____

By: _____
David Heft
President, Stanislaus County Special Districts Association
Date: _____

Exhibit A

ARTICLE VIII – LOCAL CHAPTERS

Section 1. Purpose:

The purpose of local chapters is to provide a local forum of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The local chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of the CSDA are encouraged to create and establish local chapters. Each of the following existing chapters must have at least one (1) CSDA member in their membership at all times: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. These existing chapters are strongly encouraged to have all district members as CSDA members, however the existing local chapter may include members of local organizations, districts and professionals who are not members of the CSDA.

New chapters formed after August 1, 2011 are required to have 100 percent of their district members as CSDA members in order to be a chapter affiliate of CSDA. The existing local chapter may include members of local organizations and professionals who are not members of CSDA.

Local chapters shall be determined to be affiliates of the CSDA upon approval and ratification by the Board of Directors of the CSDA. The chapters shall be required to provide updated membership lists to the CSDA at least annually.

CSDA and its local chapters shall not become or deem to be partners or joint ventures with each other by reason of the provisions of these Bylaws.

Section 3. Rules, Regulations and Meetings:

Each local chapter shall adopt such rules and regulations, meeting place and times as the membership of such local chapter may decide by majority vote. Rules and regulations of the local chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of the CSDA.

Section 4. Financing of Local Chapters:

No part of the CSDA's funds shall be used for the operation of the local chapter affiliates. The CSDA is not responsible for the debts, obligations, acts or omissions of its local chapters.

Section 5. Legislative Program Participation:

Local chapters may function as a forum in regard to federal, state and local legislative issues. The chapters may assist the CSDA in the distribution of information to their members.

Sample Certificate for Liability Coverage

The undersigned, being duly authorized to execute this Certificate on behalf of the Board of Directors of _____ (name of special district) (hereinafter the "District") hereby affirm the following:

1. That the participation by employees and members of the Board of Directors of District in the meetings and activities conducted by the _____ Chapter of the California Special Districts Association have been authorized by the District's Board of Directors; and that the Board of Directors has found such activities constitute activities in the course and scope of such individual's employment with or position of director with the District.

DRAFT
Chapter Bylaws*

for the

Stanislaus County Special Districts Association

A Chapter of the

California Special Districts Association

Approved: _____
Amended: _____
Amended: _____

These bylaws were written as a basic document to assist in the expansion and development of chapters of the California Special Districts Association (CSDA). **The portions that have been bolded are to be considered mandatory by any new chapter wishing to be affiliated with CSDA.*

Table of Contents

ARTICLE 1	NAME, PURPOSE AND OBJECTIVES
	Section 1.1 Name
	Section 1.2 Purpose
	Section 1.3 Objectives
	Section 1.4 Administrative Office
ARTICLE 2	MEMBERSHIP
	Section 2.1 Types of Membership
	Section 2.2 Qualifications for Membership
	Section 2.3 Application for Membership
	Section 2.4 Termination of Membership
	Section 2.5 Meetings of Membership
	Section 2.6 Rules Governing Membership Meetings
ARTICLE 3	VOTING RIGHTS
	Section 3.1 Quorum of Membership
	Section 3.2 Membership Voting Rights
	Section 3.3 Good Standing
	Section 3.4 Written Ballots
ARTICLE 4	CHAPTER FINANCES
	Section 4.1 Annual Dues
	Section 4.2 Budget
	Section 4.3 Additional Funds
	Section 4.4 Chapter Liability
	Section 4.5 Annual Financial Report
ARTICLE 5	CHAPTER ADMINISTRATION
	Section 5.1 Officers
	Section 5.2 Term of Office
	Section 5.3 Qualification for Office
	Section 5.4 Nomination and Election of Officers
	Section 5.5 Vacancies
	Section 5.6 Removal of Officers
ARTICLE 6	DUTIES OF CHAPTER OFFICERS
	Section 6.1 Duties of the President
	Section 6.2 Duties of the Vice-President
	Section 6.3 Duties of the Secretary
	Section 6.4 Duties of the Treasurer

Section 6.5 Duties of the Immediate Past President
Section 6.6 Duties of the Executive Committee

ARTICLE 7

CHAPTER COMMITTEES

Section 7.1 Standing Committees
Section 7.2 Nominating Committee
Section 7.3 Legislation Committee
Section 7.4 Local Government Committee
Section 7.5 Other Chapter Committees

ARTICLE 8

AFFILIATIONS

Section 8.1 Membership with State Office

ARTICLE 9

AMENDMENTS TO BY-LAWS

Section 9.1 Notification of Change
Section 9.2 Voting Requirements
Section 9.3 Certificate of Secretary

Attached: Certificate of Chapter Secretary acknowledging approval of attached Bylaws.

ARTICLE 1: NAME, PURPOSE and OBJECTIVES

Section 1.1 Name

The name of this Chapter shall be the Stanislaus County Special Districts Association.

This Chapter is a member of the State office of the California Special Districts Association and hereinafter is referred to as the “Stanislaus County Chapter.”

These Chapter bylaws are intended to supplement and be consistent with the California Special Districts Association bylaws, and shall serve to guide the local activities of this Chapter.

Section 1.2 Purpose

It is the purpose of this Chapter to propose and advocate constructive means for the improvement and functioning of Independent Special Districts within the County of Stanislaus and to assist such Independent Special Districts and their governing bodies to provide an effective and efficient government that will result in benefits to the public and to cooperate with and support CSDA in fulfilling its mission.

Section 1.3 Objectives

The objectives of the Stanislaus County Chapter shall be:

- A. To provide a local forum for member districts to discuss and consider issues of importance to special districts.
- B. To establish a communication network among member districts, other chapters, and other local governmental agencies.
- C. To carry out workshops, educational seminars and programs of mutual interest and benefits to member districts.
- D. To make recommendations regarding policy, programs, services and legislation to the Board of Directors of the California Special Districts Association.
- E. To inform the public about the purpose and benefits of local special district government.
- F. To carry out joint studies which benefit the special districts in the Chapter.
- G. To serve as the forum for LAFCO Special District Selection Committee.

Section 1.4 Administrative Office

The administrative office for the transaction of the business of the Stanislaus County Chapter is to be the office of the Secretary of the Chapter. The Chapter Executive Committee is granted full power and authority to change the administrative office from one location to another within Stanislaus County and such change shall not require an amendment of these bylaws.

ARTICLE 2: MEMBERSHIP

Section 2.1 Types of Membership

The two types of memberships available in the Stanislaus County Chapter are Regular Memberships and Partner Memberships. Business Affiliates shall be eligible for Partner Membership.

Section 2.2 Qualifications for Membership

A. Regular Members:

Any independent special district whose boundaries, in whole or in part, are within the County of Stanislaus, may become a regular member of the Chapter upon a majority vote of the regular membership and upon payment of annual Chapter dues.

Independent special districts are defined to mean districts, exclusive of school districts, which are organized and exist under and by virtue of the laws of the State of California to perform authorized local government services. A special district does not include State, County, City or School District governmental entities.

A regular member may attend and participate in all meetings and activities of the Chapter. Regular members shall have voting rights and shall be eligible to hold office in the Chapter.

B. Partner Members:

Any dependent special district whose boundaries, in whole or in part, are within the County of Stanislaus may become a partner member upon majority vote of the regular membership and payment of statewide CSDA membership dues.

In addition, any person, government agency or organization that has evidenced interest in the purposes and goals of the Chapter, but is not a special district as defined above, may also become a partner member upon approval of membership.

Partner members shall not have the right to vote, nor shall they serve as officers or members of the Chapter Executive Committee, except when appointed by a majority vote of the Chapter's regular members to serve in that capacity. Partner members may attend and participate in meetings and activities of the Chapter.

Section 2.3 Application for Membership

Application for membership in the Stanislaus County Chapter shall be by letter. The letter shall include:

- A. Type of membership requested.
- B. Name, address, telephone number, email, or fax of the applicant.
- C. Name of individual who will serve as representative and alternate from the applicant.
- D. Special districts must provide its primary functions and its enabling legislation under state law.
- E. Special districts must provide names of the current governing board members and manager.
- F. Special districts must provide a resolution by the governing board requesting membership.
- G. If applicant is from a non-special district, they must submit a statement of interests and purposes in common with the Chapter.

The application for membership and dues should be sent to the Administrative Office as stated in Article I, Section 4 of these bylaws. The Executive Committee of the Chapter may appoint a Membership Committee to review requests for membership. The Membership Committee may request additional information from the applicant. Upon completion of review, the Membership Committee shall make a recommendation to the general membership. A quorum of the regular membership will approve or disapprove the application upon a majority vote.

Section 2.4 Termination of Membership

Any member owing payment of dues to the statewide CSDA, as determined by the statewide CSDA's schedule, shall be notified in writing by the CSDA of delinquent dues. If such dues continue to be unpaid for an additional month, the member shall automatically cease to be a member of the Chapter. The member shall not be restored to Chapter membership without making written application for reinstatement to the Chapter officers and payment of delinquent dues to the statewide CSDA.

A member district may withdraw membership in the Chapter at any time. A written notice should be sent to the Administrative Office.

Section 2.5 Meetings of Membership

The membership shall meet on an established basis at a time and place to be determined by the membership or the Chapter President, unless specified otherwise by the Executive Committee.

A. Regular Meetings

Regular meetings of Chapter members shall be held quarterly at a specific date, place and time designated by the members. Written notice of regular meetings providing the time, place and agenda shall be mailed, faxed, or emailed to each member of the Chapter no less than twenty (20) days prior to the meeting.

B. Annual Meeting

The annual meeting of Chapter membership shall be held in August of each year at such place determined by the members for the purpose of electing Officers. Written notice of the annual meeting, providing the time, place and agenda, shall be mailed, faxed or emailed to Chapter members no less than twenty (20) days prior to the date of the meeting.

C. Special Meetings

Special meetings of the Chapter membership may be called at any time by the President upon request of three Chapter members. Written notice of a special meeting, providing the time, place and agenda, shall be mailed, faxed or emailed to each member of the Chapter at least 14 days before the time set for the meeting.

Section 2.6 Rules Governing Membership Meetings

A. Rules of Order

The Chapter may adopt Rules of Order to govern the meetings of the members insofar as such rules are not inconsistent or in conflict with these Bylaws or the Articles of Incorporation for the State office of the California Special Districts Association.

B. Agenda Items

Any active member of the Chapter may place an item on the agenda for future meetings. The item must be submitted in writing to the President at least four weeks prior to the meeting. Emergency items may be added to the agenda with less notice when approved by the President prior to the meeting.

C. Insurance Liability

Each member district shall provide proof of insurance that covers the member district's employees or Board members/directors while engaged in Chapter business. There shall be no liability assumed by the agency hosting any meetings.

ARTICLE 3: VOTING RIGHTS

Section 3.1 Quorum of Membership

A quorum for all meetings of the membership shall consist of (50) percent plus one (1) of the Chapter's regular membership who are in good standing present at any meeting where a notice and agenda have been mailed, faxed or emailed not less than twenty (20) days in advance of the meeting date to all member district.

Section 3.2 Regular Membership Voting Rights

A. One Vote Per Member District

Each regular member district shall be entitled to one (1) vote on all matters brought before the Chapter membership.

B. Official Voting Representative

The governing body of each regular member district shall designate, in writing, to the Chapter Secretary, one representative who shall exercise the district's right to vote, and one alternate who shall have the right to vote in the absence of the assigned voting representative. The vote of the district shall be cast by the designated representative of the district or the alternate member of the district.

If several members of a special district are in attendance, and no designated voting representative has been selected, they shall select one representative for voting purposes which may include a member of a Board of Directors or an administrator from a member district.

C. Proxy Votes

Proxy votes shall not be permitted.

D. Partner Members Votes

Partner members shall not have the right to vote on any matter before the Stanislaus County Chapter.

Section 3.3 Member in Good Standing

Any independent special district member that has paid their annual dues to the statewide CSDA shall be entitled to vote as a regular member in good standing. Likewise, any member district that has not paid their annual dues shall not be in good standing and shall not be entitled to vote on matters before the Stanislaus County Chapter.

Partner members that have paid their annual dues to the statewide CSDA are in good standing and, while not allowed to vote on any issues, are able to participate the operations and activities of the Chapter.

Section 3.4 Written Ballots

The Chapter Executive Committee may, in its discretion, authorize the voting upon any item by written ballot. The ballot must be mailed to each regular member twenty (20) days in advance of the voting deadline. The ballot must specify the item, the time and the date when such written ballot must be returned to the President of the Chapter.

ARTICLE 4: CHAPTER FINANCES

Section 4.1 Annual Dues

As of May 29, 2020, the Chapter Officers have elected to have membership dues of zero for the calendar year for the Stanislaus County Chapter.

Annual dues for the Stanislaus County Chapter may be established following a recommendation from the Executive Committee at any regular meeting by a majority vote of eligible regular members present and shall become effective the month after the regular meeting when the dues are adopted.

All members shall pay dues established annually by the membership.

The annual dues shall be due and payable on a schedule determined by the Chapter membership and shall be delinquent at a time determined by the Chapter membership. A member determined to be delinquent in the payment of dues to the Stanislaus County Chapter for a period determined by the Chapter shall cease to be a member of the Chapter.

New members shall pay their annual dues to the Stanislaus County Chapter at the same time they are approved for membership into the Chapter. Membership dues for new members shall be pro-rated for the initial first year only.

Section 4.2 Budget

As of May 29, 2020, the Stanislaus County Chapter has elected to have a budget of zero.

If at such time a budget is developed, the Executive Committee shall determine and recommend the annual budget, upon which the annual dues shall be based.

Section 4.3 Additional Funds

Any additional funds required by the Chapter in the conduct of its routine business shall be raised on a vote by a majority of regular members at a regular and properly noticed meeting.

Assessments for specified and approved purposes may be levied on the members, and members shall be subject to or liable for the payment of any assessment or levy, in addition to the payment of regular dues, upon approval of such assessment by 2/3 of the Regular Membership at a regular and properly noticed meeting.

Section 4.4 Chapter Liability

Neither CSDA nor a member of the Stanislaus County Chapter is individually or personally liable for the debt, liabilities or obligations of the Stanislaus County Chapter.

Section 4.5 Annual Financial Report

If the Stanislaus County Chapter at some time receives revenues and makes expenditures, an annual summary of all receipts and disbursements during the previous year showing the opening and closing balances shall be prepared by the Treasurer or a designee.

Copies of the review shall be available to all Chapter members and filed with the Chapter President.

ARTICLE 5: CHAPTER ADMINISTRATION

Section 5.1 Officers

The officers of the Stanislaus County Chapter shall be a President, Vice-President, Secretary, and Immediate Past President.

The President may appoint additional officers and committee chairman as may be necessary to carry out the business of the Chapter.

For the orderly and efficient conduct of duties, the Chapter, by majority vote of the regular membership, may appoint a specified member district to serve as the Secretary and/or Treasurer. If necessary, the Chapter may choose to designate an associate member to serve as the Secretary and/or Treasurer.

Section 5.2 Term of Office

Each officer shall serve for a term of two (2) years.

Any officer may be re-elected to succeed himself or herself.

Each officer can hold only one office at a time but may rotate from office to office if elected by the regular membership.

Each officer shall hold his office until he or she resigns, is disqualified to serve, or until his or her successor shall be elected or appointed.

Section 5.3 Qualification for Office

Each officer shall, at the time of elections, at the time of office and throughout the term of office, be a representative of a member district.

Each officer must represent a district deemed to be in good standing.

No member district shall have more than one representative from the district serve as an officer of the Chapter at the same time.

Section 5.4 Nomination and Election of Officers

The Chapter President shall activate the Nominating Committee at meeting prior to the annual meeting.

The Nominating Committee shall present their nominations at the annual meeting. The Nominating Committee shall also accept nominations from the floor at that time.

At the annual meeting, any member district through its designated representative may nominate a qualified member from the floor for office to be filled at the election. If such a nominee is elected, the individual shall be eligible to take office only after filing with the Chapter a copy of a motion or resolution adopted by the Board of Directors of the individual's district supporting such an election.

After accepting any further nominations from the floor, the Nominating Committee will conduct the election. The candidates receiving a majority of votes shall be considered elected.

The newly elected officers shall take office the month after the annual meeting.

Section 5.5 Vacancies

In the event that any officer at the time of taking office, or during the term of office, is no longer qualified to serve as an officer of the Chapter, the office shall become vacant and said vacancy shall be filled in a manner provided in Section 5.4.

In the event of a vacancy in the office of President, the Vice President shall assume all presidential duties.

The assumption of the office of President by the Vice President shall constitute a vacancy in the office of the Vice President. The new vacancy shall in turn be filled by a nomination and vote of the membership present at the next regular Chapter meeting.

The Vice President moving into the office of President or elected to complete an unexpired term of Vice President may be elected by the membership to a subsequent full term.

A vacancy in the office of Secretary or Treasurer shall be filled by nomination and election at the next regular meeting.

Section 5.6 Removal of Officers

Officers of the Stanislaus County Chapter may be removed, with or without cause, at any meeting of the general membership by the affirmative vote of a majority of the membership.

ARTICLE 6: DUTIES OF CHAPTER OFFICERS

Section 6.1 President

The President shall preside at all Chapter and Executive Committee meetings. The President shall have the power to appoint any Committee and Committee Chairperson

deemed advisable or authorized by a vote of the Executive Committee or the membership. The President shall provide a meeting agenda to the Secretary or their designee for mailing to the membership and shall perform any other duties as may be required of the office. The President shall be an ex-officio member of all Chapter committees except the Nominating Committee. The President shall be the official spokesperson for the Chapter and the official Chapter representative to all California Special Districts Association meetings.

Section 6.2 Vice President

The Vice President shall perform all the duties of President in the absence of the President. It shall be the Vice President's responsibility to assist the President in every way possible to further the goals of the Chapter. The Vice President shall be elevated to the office of President at the end of their term and shall also be an ex-officio member of all Chapter Committees except the Nominating Committee.

Section 6.3 Secretary

The Secretary shall keep or caused to be kept at the principal office of the Chapter a complete record of all membership and all meetings. The Secretary will prepare or caused to be prepared and mail, email or fax an agenda to the membership prior to the next meeting and the minutes of the previous meetings

Section 6.4 Treasurer

If the Stanislaus County Chapter creates a Treasurer officer position, the Treasurer shall collect and keep an accurate accounting of all Chapter funds and financial transactions. The Treasurer shall disburse funds as directed by the Executive Committee. The Treasurer will prepare a financial report for every Chapter meeting.

Two (2) signatures shall be required from any member of the Executive Committee to disburse Chapter funds. It shall be the responsibility of the Treasurer to obtain and maintain the authorized signatories cards required on the Chapter bank account(s) whenever there is a change in Chapter officers.

Prior to leaving office, all financial records and a complete statement of receipts and disbursements shall be submitted to the President.

Section 6.5 Immediate Past President

The Immediate Past President shall serve as the Parliamentarian of the Chapter and shall make final decision on all matters of parliamentary procedure when called upon to do so by the President.

Section 6.6 Executive Committee

The Executive Committee shall consist of the President, Vice President, Secretary, Treasurer (if established) and Immediate Past President.

It is the purpose of the Executive Committee to meet and provide leadership to the Chapter on issues requiring policy decisions. The Executive Committee may take

positions on behalf of the Stanislaus County Chapter under certain emergency circumstances such as a request from the State office of the California Special Districts Association or if a majority of Chapter members make a recommendation for a Chapter position and time is of the essence. If the Executive Committee takes a position on behalf of the Chapter, a notice of said position will be distributed to Chapter members within 72 hours and be presented for ratification at the next regularly scheduled Chapter meeting.

Each member of the Executive Committee shall have one vote.

If the District at any time has financial transactions whether being revenues or expenditures, the Executive Committee shall present an accounting of fund expenditures at the annual meeting. The Executive Committee shall also recommend the annual budget and Chapter goals and objectives. The President may convene the Executive Committee as necessary. Minutes of any Executive Committee meeting will be presented to the Chapter membership at the next regular meeting.

ARTICLE 7: CHAPTER COMMITTEES

Section 7.1 Standing Committees

The following committees are established as permanent standing committees of the Stanislaus County Chapter. The chairperson and members shall hold office until replaced or changed by the Chapter President.

A. Nominating Committee

The Nominating Committee shall consist of three members. Members are appointed by the Chapter President at the winter regular meeting and shall present their nominations for officers at the spring meeting. The Nominating Committee shall conduct and oversee the Chapter elections.

B. Legislation Committee

The Legislation Committee shall receive, review and make recommendations on all legislation of interest to the Chapter membership that is presented for enactment during the state legislative sessions.

The Stanislaus County Chapter shall not publish a legislative position that is in opposition to one taken by the State office of the California Special Districts Association, but may approve such a position at the Chapter level and recommend the position to the Statewide Association.

C. Local Government Committee

The Local Government Committee shall maintain liaison with city governments, county government and other organizations by tracking and reporting to the

Chapter related issues and activities. This committee shall further be responsible to facilitate the special district selection process for the purpose of LAFCo.

Section 7.2 Other Chapter Committees

The Chapter President shall appoint other committees and committee chairmen as determined necessary to carry out the work of the Chapter.

Committees shall not commit Chapter funds (if established and received) without prior approval from the Executive Committee.

ARTICLE 8: AFFILIATIONS

Section 8.1 State Office of California Special Districts Association

The Stanislaus County Special Districts Association shall be a separate legal entity in Stanislaus County in support of the purposes and in cooperation with the activities of the State office of the California Special Districts Association.

All Stanislaus County Chapter members must be members of the California Special Districts Association.

ARTICLE 9: AMENDMENTS TO CHAPTER BYLAWS

Section 9.1 Notification of Change

The Stanislaus County Chapter shall have the power at any time to alter, amend or revise these Bylaws.

The requested change must be submitted in writing to the Secretary who shall notify all members of the proposed amendment change not less than twenty (20) days before the next regular membership meeting at which the proposed amendment will be voted upon.

Chapter bylaws and amendments to Chapter bylaws are subject to approval by the board of directors of the State office of the California Special Districts Association.

Section 9.2 Voting Requirements

Voting by the general membership is required for changes to the bylaws.

Any alteration, amendment or revision to the bylaws require a two thirds (2/3) vote of the Chapter membership at a duly noticed meeting to implement any proposed bylaw change.

Unless otherwise stipulated, all amendments to the bylaws shall become effective immediately following approval by the State office of the California Special Districts Association Chapter and the Chapter membership.

Certificate of Chapter Secretary:

I, the undersigned, do hereby certify:

(1) That I am the duly appointed Secretary of the Stanislaus County Special Districts Association, and

(2) That the foregoing Bylaws, comprising of 15 pages, constitute the Bylaws of said Chapter as duly adopted at an organizational meeting of its membership.

In Witness whereof, I hereunto subscribe my name this (date) _____ of (month) _____, (year) _____.

Signature of Secretary)

Karin Hennings
(Typed Name of Chapter Secretary)

Therefore, any conflict between Chapter bylaws and California Special District Association bylaws shall be resolved in favor of the CSDA bylaws. Any article or section not expressly cited herein shall be read as the CSDA articles or section without modification.

DEL PUERTO HEALTH CARE DISTRICT

Certificate for Liability Coverage

The undersigned, being duly authorized to execute this Certificate on behalf of the Board of Directors of Del Puerto Health Care District (hereinafter the "District") hereby affirm that the participation by District employees and members of the Board of Directors of District in the meetings and activities conducted by the Stanislaus County Special Districts Association (an organization affiliated with the California Special Districts Association) have been authorized by the District's Board of Directors; and that the Board of Directors has found such activities constitute activities in the course and scope of such individual's employment with or position of director with the District.

Adopted by Board Resolution on August 31, 2020.

Steve Pittson, D.C., Board President

AMBULANCE BILLING SERVICES AGREEMENT BETWEEN
DEL PUERTO HEALTH CARE DISTRICT
and
SIERRA MEDICAL SERVICES ALLIANCE

PARTIES

This agreement ("Agreement") is made and entered into on September 1, 2020 ("Effective Date"), by and between Sierra Medical Services Alliance, a Nevada Non-Profit Corporation ("Company"), and Del Puerto Health Care District, a California healthcare district ("District"). District and Company may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A. District desires to secure the professional services more fully described in this Agreement, but specifically to provide billing services for the ambulance service operated by District;

B. Company represents that it has the professional qualifications and expertise to provide the services of the quality and type which meet District's requirements; and

C. The Parties have specified in this Agreement the terms and conditions under which such services will be provided and paid for.

Therefore, Company and District hereby agree:

AGREEMENT

1. SERVICES

District engages Company to perform the services ("Services") described in Exhibit A, entitled, "Scope of Services." Exhibit A is attached and made a part of this Agreement by this reference. Company agrees to furnish all necessary technical and professional services, including all labor, material, equipment, transportation, supervision, and expertise required to satisfactorily complete the Services.

2. TERM OF SERVICES

The term of this agreement shall commence on September 1, 2020 for a period of five (5) years, with automatic yearly renewals thereafter subject to each Parties' right to terminate under sections 2.1 or 2.2. The Services to be rendered under this Agreement shall continue until terminated by one of the parties, as follows:

2.1 District shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving one hundred twenty days (120) days' prior notice to Company as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of the termination.

2.2 Company shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving one hundred twenty (120) days' prior notice to District as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of the termination.

3. COMPENSATION AND PAYMENT

3.1 In consideration for Company's performance of the Services and provided that Company is not in breach of a material provision of this Agreement, District shall pay Company the amounts stated in Exhibit B, entitled "Schedule of Fees," attached and made a part of this Agreement by this reference.

3.2 Company will bill District for the Services according to the payment schedule in the Scope of Services and Statement of Fees. District will pay Company within at most 30 days of its receipt of Company's invoice.

4. MONITORING AND AUDIT OF SERVICES

District may monitor the Services performed under this Agreement to determine whether Company's operation conforms to the terms of this Agreement, and to applicable county, state, and federal requirements. District shall have the right to audit and inspect Company's books and records relating to the Services provided under this Agreement on demand during regular business hours at Company's regular place of business.

5. NO ASSIGNMENT OF AGREEMENT

District and Company bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of District and Company.

6. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

7. INDEPENDENT CONTRACTOR

Company and all person(s) employed by or contracted with Company to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or

employee(s) of District. Company has full rights, however, to manage its employees in their performance of Services under this Agreement. Company is not authorized to bind District to any contracts or other obligations.

8. There is no section 8

9. QUALIFICATIONS OF COMPANY

Company represents that its personnel, subcontractor and associates are qualified to furnish Services of the type and quality which District requires. District expressly relies on Company's representations regarding its skills and knowledge. Company shall promptly perform all Services requested by District in a safe manner and in accordance with all federal, state, and local operation and safety regulations. Company shall work closely and in cooperation with District. Company shall also perform all work in accordance with generally accepted business practices and performance standards of the industry for medical billing services.

10. FAIR EMPLOYMENT

Company shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, or on any other basis prohibited by state or federal law.

11. PARTIES HELD HARMLESS

Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, caused by the negligence of the District, its boards, commissions, officers and/or employees, Company shall indemnify, defend and hold harmless District, its boards and commissions, officers and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, arising from or in any manner connected to Company's negligent act or omission regarding performance of services or work conducted or performed pursuant to this Agreement.

To the extent permitted by law, District agrees to indemnify, protect, defend, and hold harmless Company, its employees, and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from District's negligent or reckless acts, errors, or omissions with respect to or in any way connected with the performance of the District under this Agreement.

12. AMENDMENTS

This Agreement may be amended only with the written consent of both Parties.

13. INTEGRATED DOCUMENT

This Agreement represents the entire agreement between District and Company. No other understanding, agreements, or conversations between any representative of District or Company

prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon Company or District.

14. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

15. LAW GOVERNING CONTRACT

This Agreement shall be governed and interpreted using the laws of the State of California.

16. DISPUTE RESOLUTION

16.1 Controversies or claims between Company and District regarding this Agreement must first be put in writing and delivered to the other Party. The Parties will meet within seven business (7) days of the foregoing notice in good faith to attempt to resolve the issue in question. The Parties may agree to extend the time allowed for mediation under this Agreement.

16.2 Only if the meeting in paragraph 16.1 immediately above fails to resolve the dispute, one or both of the Parties may file suit in the appropriate civil court.

17. VENUE

The venue of any suit filed by either Party shall be vested in the state courts of the County of Merced, California, or if appropriate, in the United States District Court, District of California.

18. CONFLICT OF INTERESTS

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Company certifies that to the best of its knowledge, no District officer, employee or authorized representative has any financial interest in the business of Company and that no person associated with Company has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement.

19. TERMINATION OF THE AGREEMENT

Either party may terminate this Agreement without cause as provided for in paragraph 2, Terms of Services. In the event this Agreement is terminated without cause, District shall pay Company for all Services performed for claims billed up to the date the Agreement is terminated at the rates stated in the Schedule of Fees.

Whether termination is with or without cause, and regardless of which party terminates this Agreement, Company agrees that it shall continue to pay to District all amounts it collects

thereafter for District. Company further agrees that it shall continue to provide District with reports and data as long as it receives amounts for District, and that it shall fully assist District in changing billing companies to a third party in the event that District states that such assistance is necessary.

20. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to District and Company addressed as follows:

District:

Del Puerto Health Care District
PO Box 187
Patterson, CA 95363

Company:

Sierra Medical Services Alliance
ATTN: Nancy Toy
PO Box 18920
Reno, NV 89511

21. COMPLIANCE WITH ETHICAL STANDARDS

If District is a public entity, Company agrees that it shall abide by any reasonable ethics policy promulgated and in effect for District's contractors. Company agrees to confirm its adherence to such ethics policy by executing District's standard documentation, subject to Company's approval as to form and content, which shall not be withheld unreasonably.

22. COST OF LITIGATION

If any legal action is necessary to enforce any provision hereof or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the Court may adjudge to be reasonable, including attorney fees.

23. WAIVER OF BREACH

A waiver by either party of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. CONFIDENTIALITY AND TRADE SECRETS

The Parties understand and agree that by the performance of the Services, either Party

may receive confidential and/or trade secret information belonging to the other Party. Each Party agrees to keep all such confidential and/or trade secret information strictly confidential and reveal it to no third party. Each Party further agrees that it will be fully liable for damages for the unauthorized release of such confidential and/or trade secret information, including for costs and attorneys' fees incurred by a Party for enforcing any part of this provision. The Parties further agree that either Party will be entitled to any remedy permitted with law, including without limitation injunctive relief, in enforcing any part of this provision.

Additionally, Company understands and agrees that some of the information it receives by performing Services under this Agreement may include confidential patient information, subject to state and/or federal privacy regulations. Company agrees to keep all such information strictly confidential and to be liable to District for any and all unauthorized disclosure of such information, including without limitation for all liability District incurs as a result of a disclosure.

The Parties understand and agree that their obligations under this Section 24 permanently survive the term of this Agreement.

25. INSURANCE

Company shall, at its sole cost and expense, procure and maintain at all times during the term of this Agreement comprehensive general and professional liability insurance covering all activities of Company, each policy in a minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and with District named as an additional named insured party. Upon reasonable request from District, Company shall cause to be issued to District the proper certificates of insurance, evidencing that the foregoing provisions of this Agreement have been complied with, and said certificates shall provide that prior to any cancellation or change in the underlying insurance during the policy period, the insurance carrier shall first give thirty (30) calendar days written notice to the requesting Party.

There is no section 26

27. MEDICARE REQUIREMENTS

Company agrees that in the event that District seeks reimbursement from the federal government for all or part of the Services provided by Company under this Agreement, upon proper demand, Company shall permit the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives access to Company's books, documents and records relating to each service rendered under this Agreement for a period of four (4) years after such service is rendered, if the provisions of Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-449) and 42 C.F.R. Part 420, Subpart D are deemed to apply to the Services provided under this Agreement. Authority for similar access will be included in any subcontract for the provision of Services under this Agreement between Company and any organization related to it, where the cost or value of such subcontract is \$10,000.00 or more in a twelve (12) month period. In addition, Company agrees that access to said books, documents, and records shall be allowed for an additional length of time in the event that requirements under any applicable law are different from those stated in this paragraph.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly and authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

DISTRICT:

DEL PUERTO HEALTH CARE DISTRICT

By: _____

Name: Karin Freese Hennings

Title: Administrative Director / CEO

COMPANY:

Sierra Medical Services Alliance,
a Nevada Non-Profit Corporation

By: _____

Name: Nancy L. Toy

Title: Chief Administrative Officer

DRAFT

SCOPE OF SERVICES

EXHIBIT A

1. GENERAL

Company hereby agrees to provide to District the services described in paragraph 2.1 through 2.2 below (collectively referred to as the "Services" in this Agreement).

The Parties acknowledge that the integration of Company's billing and collection service with the computer software run by the District on that organization's computers will require extensive cooperation between District and Company, and the Parties agree to take all steps and to devote the necessary personnel to make that integration prompt and effective. In this connection, District agrees to fulfill the specific responsibilities allocated to it in Paragraph 2 below.

2. SERVICES

Company will provide the following services:

2.1 Billing and Collections: Company shall prepare all bills and claim forms for Ambulance Services provided by District. All procedures shall be in accordance with a business process map, HIPAA, and other regulations as required by federal and states regulations. Further the parties shall enter in a Business Associate agreement allowing patient and other information between the parties to provide effective billing services as agreed to by representatives from Company and District.

2.2 Additional Services: Company may perform additional services as directed by the District and agreed upon by both Parties not included in Section 2.1. Services include but are not limited to; cost data collection information, prepare reports as specified by management, auditors, etc., and ET3 reporting.

On or before the ~~fifteenth (15th)~~^{tenth (10th)} day of each month that this Agreement is in effect, Company shall provide District with an accounting of the previous month's financial activity. These reports will be agreed upon in format in the aforementioned business process map.

Company shall use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this agreement, including but not limited to HIPAA, other federal, state, or applicable requirements.

3. DISTRICT RESPONSIBILITIES

District will agree to procedures for claims submission and follow up. District will provide the rates to be charged for services. District will provide to Company or authorize Company to receive all information needed to appropriately bill the patients transported. Company will provide District with billing education and updates to insure to the degree possible that claims submitted

by District are accurate and in compliance with applicable federal and state laws. District agrees to work with Company to insure patient charts and information are received in a timely manner and are accurate.

District agrees that its employees, officers and others shall provide the necessary documentation, reports and other information to Company that is required to enable the Company to submit medically necessary transportation billing to federal, state, and other third party payors in the required format and in a timely manner. Company solely relies upon District, its employees, officers and others for all information necessary to meet all Federal, State, and other payor requirements to appropriately obtain payments for services performed by District.

4. COSTS

Company shall bear all costs and expenses of providing the Services *from payments due to Company* as described in the Schedule of Fees, and District shall have no liability for such costs.

SCHEDULE OF FEES

EXHIBIT B

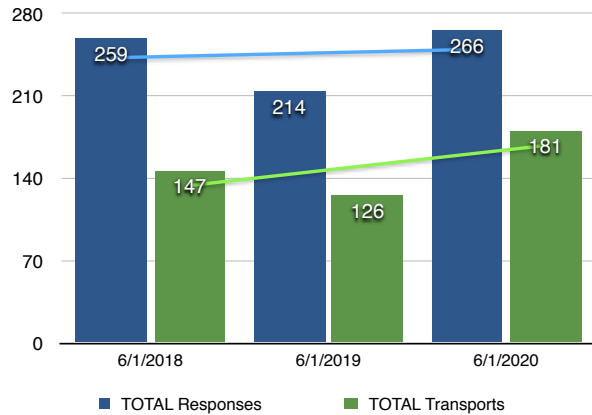
As full and complete consideration for the Services Rendered by Company to District under this Agreement, District shall pay Company a commission of fifty two dollars and 34/100 (\$52.34) per transport, and include non-transport billings at no additional fee payable to Company on a timely basis as provided in paragraph 1, **Services**. Increases of 3% per year will be applied annually to the contract with the first increase adjustment applied on September 1, 2021. In addition, the Company may request additional fees or increases by presenting such documentation to the District's Director and Board as necessary for approval. The parties may also meet to discuss changes due to payor mix, volume or other service changes towards the goal of mutual partnerships.

| For **Additional Services** (as defined in Exhibit A) under this agreement, Customer shall pay Company a fee of \$150.00 per hour invoiced by the Company by the 15th day of each month following presentation of the invoice.

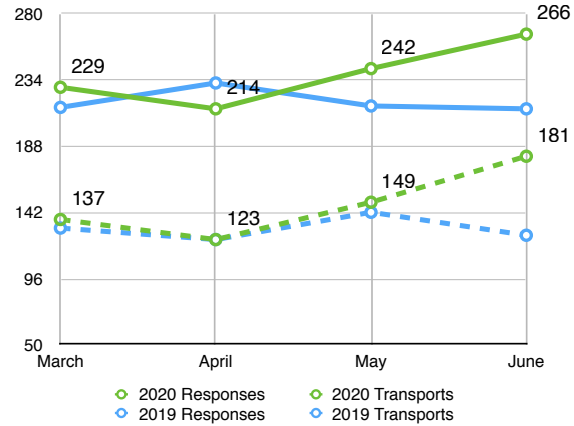
Patterson District Ambulance Response Report June 1, 2020 - June 30, 2020 Monthly Response Summary

	P91	P92	P93	P1	WS	AMR	PDA TOTALS	Other TOTALS	GRAND TOTALS
Responses	138	113	15	6	23	7	266	30	296
Transports	97	72	12	0	8	3	181	11	192
Transport %	70.29%	63.72%	80.00%		34.78%	42.86%	68.05%	36.67%	64.86%
Cancelled Response	14	17	1						
Adjusted Transport %	78.23%	75.00%	85.71%						

3 Year Data for Month



Response and Transport Data



Mutual Aid Responses

	Westside		AMR	
	Responses	Transports	Responses	Transports
INTO District	23	8	7	3
OUT of District	6	2	33	16

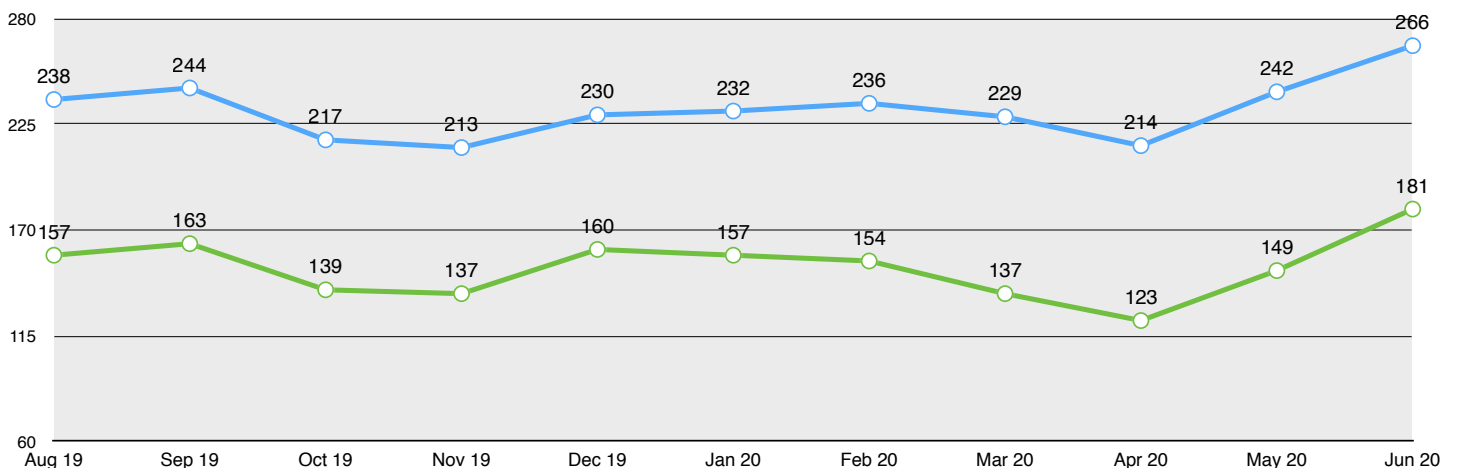
PDA In District Response %

Last Month %	This Month %	NET Change %
94.16%	89.86%	-4.30%

Rolling Compliance Periods - Snapshot on January 1, 2020

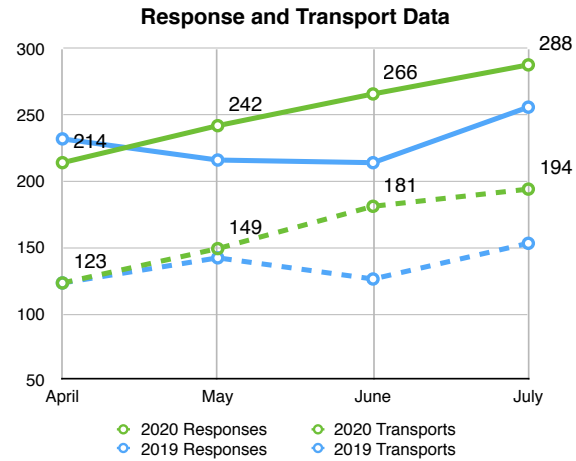
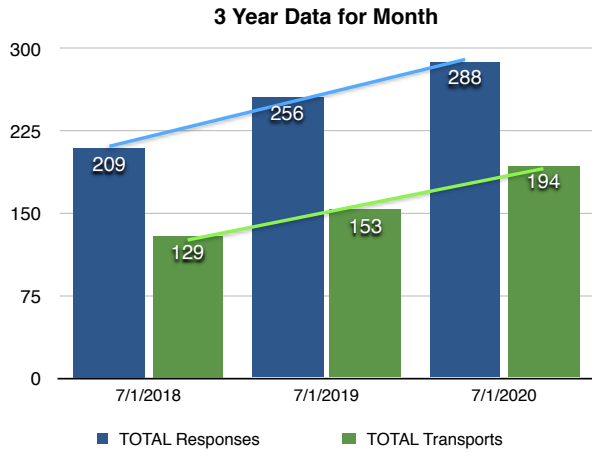
Urban		Suburban		Rural	
Code 3	Code 2	Code 3	Code 2	Code 3	Code 2
89.32%	94.93%	100%	100%	97.45%	100%

Rolling 12 Months - Responses / Transports



Patterson District Ambulance Response Report July 1, 2020 - July 31, 2020 Monthly Response Summary

	P91	P92	P93	P1	WS	AMR	PDA TOTALS	Other TOTALS	GRAND TOTALS
Responses	135	129	24	4	23	6	288	29	317
Transports	94	81	19	0	13	1	194	14	208
Transport %	69.63%	62.79%	79.17%		56.52%	16.67%	67.36%	48.28%	65.62%
Cancelled Response	14	16	2						
Adjusted Transport %	77.69%	71.68%	86.36%						



Mutual Aid Responses

	Westside		AMR	
	Responses	Transports	Responses	Transports
INTO District	23	13	6	1
OUT of District	3	1	20	8

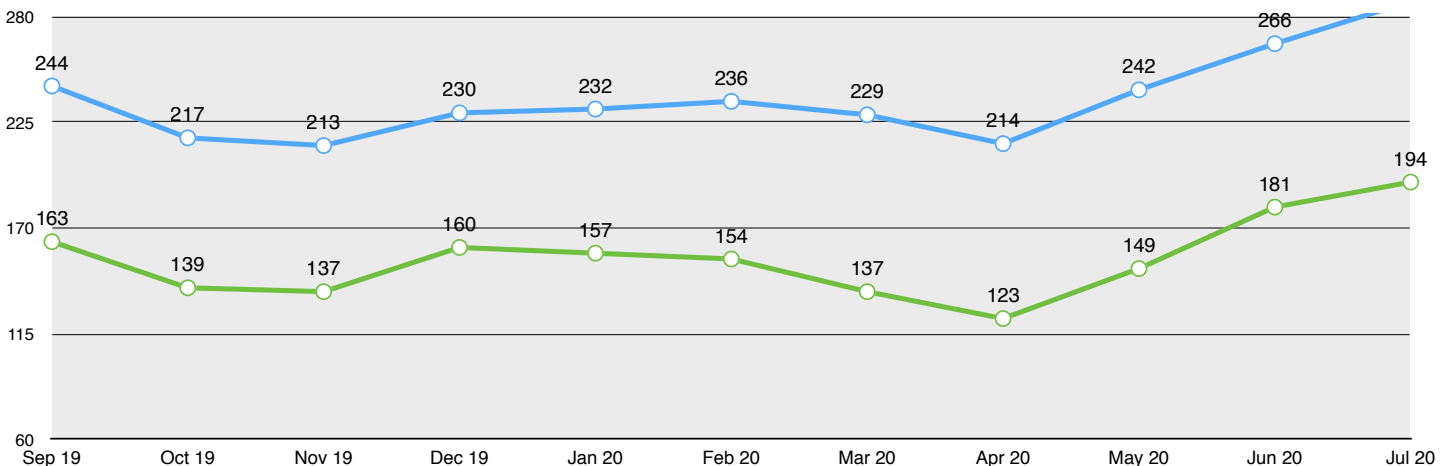
PDA In District Response %

Last Month %	This Month %	NET Change %
89.86%	90.85%	0.99%

Rolling Compliance Periods - Snapshot on January 1, 2020

Urban		Suburban		Rural	
Code 3	Code 2	Code 3	Code 2	Code 3	Code 2
89.32%	94.93%	100%	100%	97.45%	100%

Rolling 12 Months - Responses / Transports

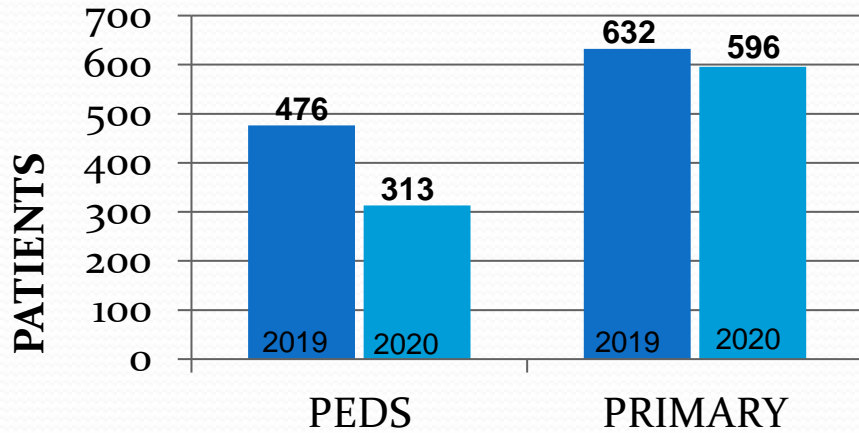


DEL PUERTO HEALTH CENTER July 2019/2020

110 Phone Consults

2019= 1108
2020= 909

- 17.9 % PATIENT VOLUME
PEDS/PRIMARY



PRIMARY CARE

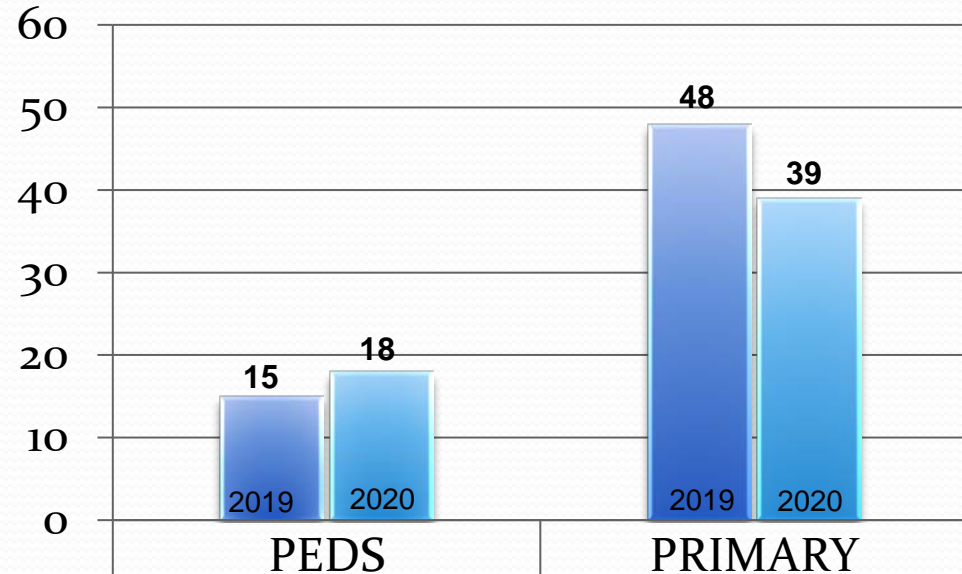
2019 RODRIGUEZ/ CHRISTINE / LENNARD
2020 RODRIGUEZ/ CHRISTINE/ LENNARD

PEDIATRICS

2019 CHRISTINE/RODRIGUEZ/LENNARD/RAY-DATTA
2020 CHRISTINE/ RODRIGUEZ/ LENNARD /BLYTHE

2019 = 63
2020 = 57 **- 9.5 %**

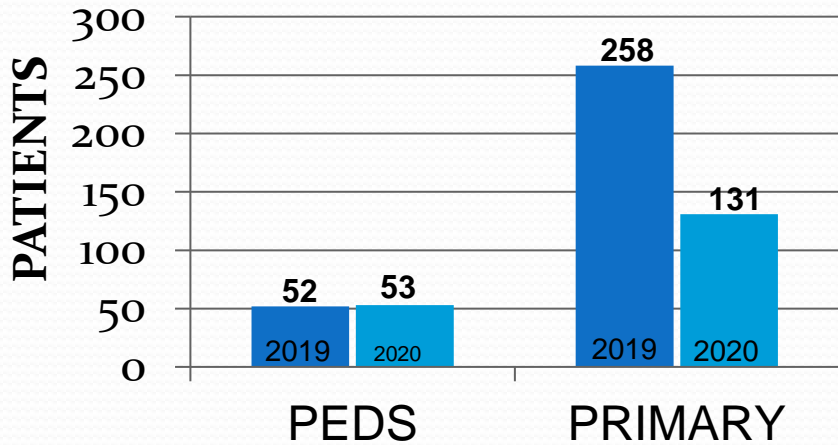
NEW PATIENT VOLUME
PEDS / PRIMARY



■ 2019	15	48
■ 2020	18	39

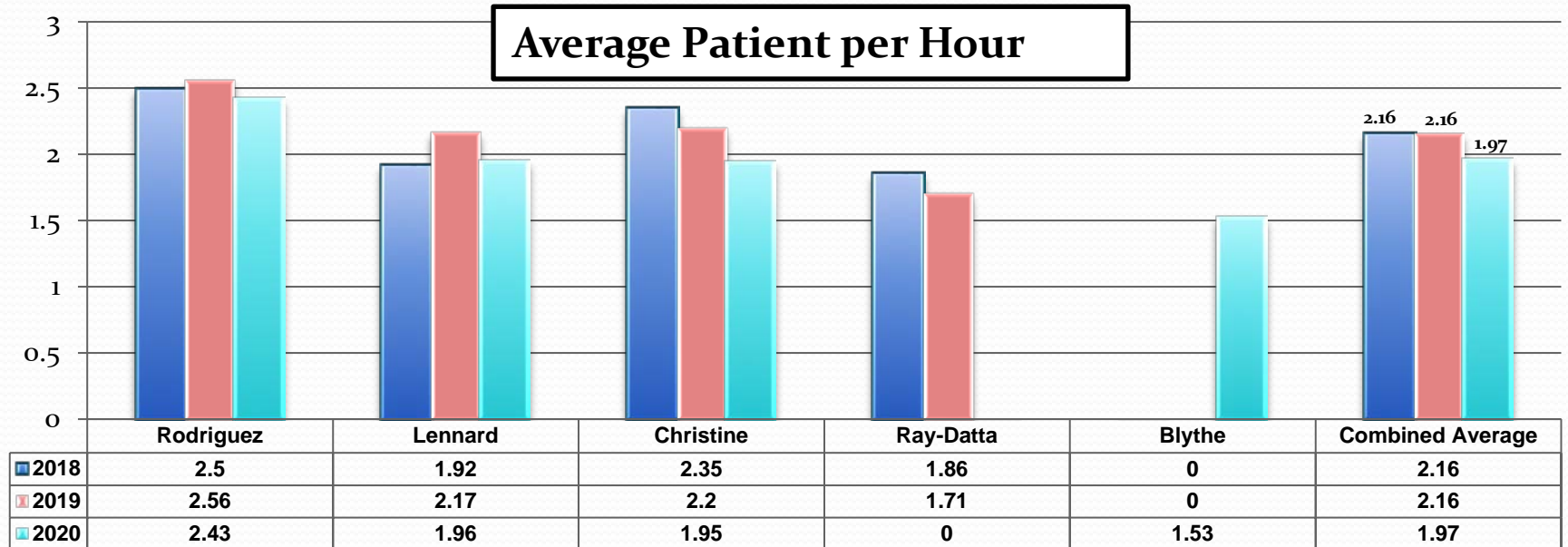
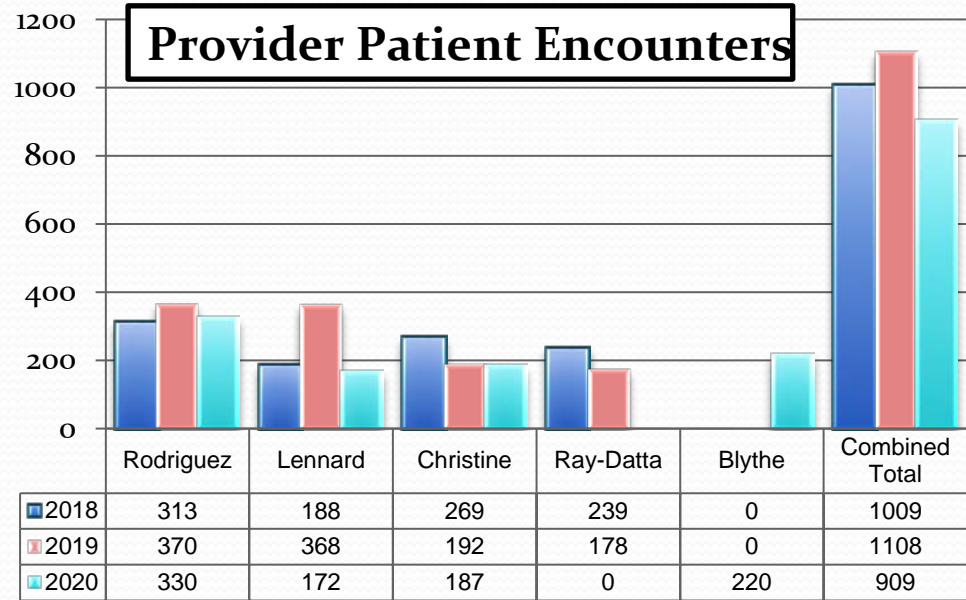
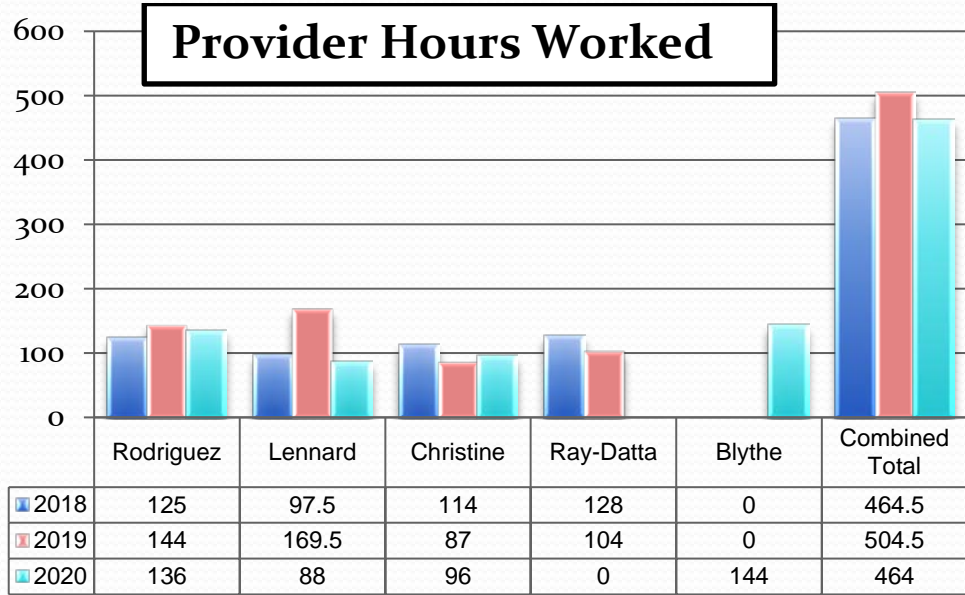
2019= 310
2020= 184

- 40.6 % SAME DAY APPOINTMENTS
PEDS/ PRIMARY



Productivity per Provider

July 2018-2020



MEMO



TO: Board of Directors
FROM: Cheryle Pickle, HR Manager
CC: Karin Hennings, AD/CEO
DATE: August 2020
SUBJECT: Stay Interviews

The Human Resources Department conducted Stay Interviews with the Medical Assistants at the Health Center. A Stay Interview gives you information on the “heartbeat” of the staff. It helps to identify how satisfied/dissatisfied employees are. Listed below are some key points we learned.

- The average rating (1-10) the MAs gave for their happiness with their job was an 8.2. with no one rating it below 5 and several 10s.
- Most of the MAs love what they do. They enjoy helping patients.
- They all felt like their workloads were manageable.
- When asked what we could do to create a better work experience there were a couple of common responses:
 1. Employee appreciation, either in the form of recognitions, gift cards, raises
 2. Better communication with updates on processes.
- Most would encourage people to work for the Health Center but would advise any new employee that they need to be a hard worker and willing to multi-task.

In conclusion most really enjoy working for Del Puerto Health Care District. Helping the patients and the community is important to the staff and they like knowing that they make a difference.

We have scheduled Employee Performance Reviews for everyone. We have redesigned the Job Designations to be more specific in tasks and expectations. We reviewed the new Job Descriptions with each employee, so they know what is expected of them.

We have also given them special recognition by providing a special Covid-19 thank you “goodie bag” and also, we recognized them for National Health Center Week by providing Muffins in the morning, lunch and a snack in the afternoon. Complete with banner and individual thank you cards.