

**BOARD OF DIRECTORS**

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

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

BOARD OF DIRECTORS MEETING

Monday, June 26, 2023 @ 6:00 pm

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

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

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

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

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

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

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

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

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

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

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

DEL PUERTO HEALTH CARE DISTRICT
Board of Directors Meeting
Monday, June 26, 2023 @ 6:00 pm

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call**
4. **Reading the Vision, Mission, and Value Statements**
Vision: "A locally cultivated, healthier community."
Mission: "To provide, promote, and partner in quality healthcare for all."
Values: "Compassion – Commitment – Excellence"
5. **Public Comment Period** *[Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the district. Comments on the agenda are made when the Board considers each item. Each speaker is allowed a maximum of five minutes. Board members may not comment or act on items not on the agenda.]*
6. **Declarations of Conflict** *[Board members disclose any conflicts of interest with agenda items]*
7. **Approval of Agenda** **Action**
*[*Directors may request moving any consent calendar item to the regular calendar or change the order of the agenda items.]*
8. **Consent Calendar*** *[Routine committee reports, minutes, and non-controversial items]* **Action**
 - A. *Approve Special Board Meeting Minutes, January 30, 2023
 - B. *Approve Special Board Meeting Minutes May 22, 2023
 - C. *Approve Special Board Meeting Minutes June 12, 2023
9. ****Regular Calendar**
 - A. *Any Consent calendar items moved to the regular calendar **Action**
 - B. Review Administrative Director/CEO Compensation & Contract **Action**
 - C. Amendment to Medical Director's Contract – Other Employment **Action**
 - D. Adopt District Policy: Requests for Community Health Grants **Action**
 - E. Adopt District Policy: Acceptance of Donations to the District **Action**
 - F. Adopt District Policy: Incentives for Health Center Support Employees **Action**
 - G. Establish an Ad-Hoc Committee for the Building Project RFP **Appointment**
10. **Strategic Planning** **Information only**
 - A. Strengths, Opportunities, Aspirations, Results (SOAR) follow-up
11. **Building Project** **Information only**
 - A. Conceptual Architectural Design
 - B. Consultant Search Update

DEL PUERTO HEALTH CARE DISTRICT
Board of Directors Meeting
Monday, June 26, 2023 @ 6:00 pm

12. **Verbal Reports**

A. <u>Employee Anniversaries & New Hires</u>	<u>June</u>	<u>Years</u>
Ambulance	Eugene Beres	1
	Ricardo Guaydacan	4
	Lisa Rodriguez	4
	Bryan Santos	4
	Jim Whitworth	New
Health Center	Rebecca Barron-Gonzalez	New

B. Del Puerto Hospital Foundation – Directors Stokman and Avila

C. West Side Health Care Task Force – Director Benefield

D. Legislative Update – Director Avila and Ms. Freese

13. **Written Reports** (Directors can ask any questions they may have)

A. Ambulance – Mr. Willette

B. Health Center – Ms. Benitez

C. Administration – Ms. Freese

14. **Director Correspondence, Comments, Future Agenda Items****Information**15. **Upcoming Regular Board and Standing Committee Meeting Dates Information**

Finance – Wed, Jul 26, 2023 @ 8:00 AM

Board – Mon, Jul 31, 2023 @ 6:00 PM

Finance – Wed, Aug 23, 2023 @ 8:00 AM

Board – Mon, Aug 28, 2023 @ 6:00 PM

Finance – Wed, Sep 20, 2023 @ 8:00 AM

Board - Mon, Sep 25, 2023 @ 6:00 PM

16. **Adjourn**

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – June 26, 2023

Item 8. A-F – Consent Calendar Summary

Page 1 of 1

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: Yes

4/5 Vote Required: No

These matters include routine financial and administrative actions.

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

AGENDA ITEMS

- A. *Approve Special Board Meeting Minutes, January 30, 2023
- B. *Approve Special Board Meeting Minutes May 22, 2023
- C. *Approve Special Board Meeting Minutes June 12, 2023

RECOMMENDED

MOTION: *I move the Board of Directors to adopt the Consent Calendar as presented.*

MOTION AMENDED: YES NO

AMENDMENT: _____

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

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

MOTION IS:

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



BOARD OF DIRECTORS

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

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**SPECIAL BOARD OF DIRECTORS MEETING MINUTES
Monday January 30,2023 @ 5:30 pm**

1. **Call to order** @ 5:37 pm by President, Becky Campo
2. **Board of Directors Roll Call.**

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

Directors Absent: None

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

District Legal Council: Dave Ritchie, Cole Huber, LLP

Members of the Public: None

We have a Quorum.

3. **Public Comment Period**
None
4. **Declarations of Conflict:** None

Adjourned to Closed Session @ 5:38 pm

5. **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 an open session.]*

- A. Gov't Code § 54957(a) Conference with Law Enforcement Agency
Stanislaus County Sheriff's Department
Joshua Clayton, Patterson Chief of Police
- B. Gov't Code § 54956.2 Report Involving Trade Secret
The discussion will concern a new service.
Estimated date of public disclosure: March 2023

Reconvene to Open Session @ 6:38 pm – Report of Closed Session

No reportable actions. Instructions given to staff.

6. **Adjourn @ 6:39 pm**

respectfully Submitted by

Board President, Luis Avila

Date

DRAFT



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BOARD OF DIRECTORS MEETING MINUTES
Monday, May 22, 2023 @ 6:00 pm

1. **Call to order** at 6:41 pm by President, Luis Avila
2. **Pledge of Allegiance**
3. **Roll Call**

Directors Present:	President, Luis Avila Treasurer, Anne Stokman Secretary, Timothy Benefield
Directors Absent:	Vice President, Becky Campo
Staff Present:	CEO, Karin Freese Ambulance Director, Paul Willette Health Center Manager, Suzie Benitez Finance Accounting Manager, Maria Reyes Palad Clerk of the Board/HR Manager, Cheryle Pickle Manager of Clinical Ed. & QI, Jim Whitworth
District Legal Council:	Dave Ritchie, Cole Huber, LLP
Members of the Public:	none

We have a quorum.
4. **Reading of the District's Vision, Mission, and Value Statements:**

<i>Vision:</i>	<i>"A locally cultivated, healthier community."</i>
<i>Mission:</i>	<i>"To provide, promote, and partner in quality healthcare for all."</i>
<i>Values:</i>	<i>"Compassion – Commitment – Excellence"</i>
5. **Public Comment Period** *[Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the District. Comments on the agenda are made when the Board considers each item. Each speaker is allowed a maximum of five minutes. Board members may not comment or act on items not on the agenda.]*
6. **Declarations of Conflict:** none
7. **Approval of Agenda:**

Director Stokman would like to table item 9D until the July 23 meeting. Item 9I is for information only not Action.

M/S/C: To approve the agenda, Tabling Item 9D until July 23rd. Making Item 9I for information and not Action.
 Directors Stokman/Benefield
Ayes: Directors Avila, Stokman, Benefield
Nays: None
Abstain: None
Motion: Passed
8. **Consent Calendar*** *[Routine committee reports, minutes, and non-controversial items]*
 - A. *Approve Special Board Meeting Minutes April 22, 2023

- B. *Approve Board Meeting Minutes April 24, 2023

M/S/C. Approve the Consent Calendar.

Directors Stokman/Benefield

Ayes: Directors: Avila, Stokman, Benefield

Nays: None

Abstain: None

Motion: Passed

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

- A. **Any Consent calendar items moved to the regular calendar*

- B. Building Project Update – Design Concepts

Ms. Freese informed the board that we were able to determine the extra strip of land (39 feet) which we were going to purchase from the school district, does not require the school district to declare it surplus property. However, the person who is handling this was temporary and we are waiting for the new person to get in place to be able to negotiate a price.

Ms. Freese showed the board two conceptual drawings for the new building. Both drawings had the same footprint and design inside. The differences were the architectural accents and roof lines. The designs were discussed. The board liked elements of both designs. Instructions were given to see if the designs could be blended.

Next steps would be:

1. To make a decision on Design-Bid-Build vs. Design Build.
2. Explore the possibility of using a consultant for building project management – someone to represent our interests with the architect and contractors.
3. Meeting with the City Building Department to discuss their expectations.
4. Securing our funding -the RFP preparation process
5. Public opening

- C. Design Bid Build vs. Design Build Contracting Choice

Ms. Freese presented advantages and disadvantages of the two processes. Questions were raised regarding transparency. Does either approach offer any advantages or disadvantages in regard to transparency?

Staff was not prepared to answer the question. However, the reporting process for each method was reviewed. Questions were raised regarding control of costs - Would we lose control of cost if we gave away control of design?

Questions were raised regarding the number of bids with each method. Would there not be as much competition with one or the other. There was much discussion.

There is another option that is coming through the legislation right now called Progressive Design Build. With this method you compartmentalize and do 1 stage and complete it. Then move on to the next stage. Ms. Freese will get more information on this approach as well as information regarding the transparency aspect and where you give up control and why we may need a consultant.

It was decided that a special meeting may be necessary to get this information so we can make a decision and move forward with the project. It was also discussed that because of the amount of money being spent it is important that we have all the information and make a good decision based

on all the information. With this in mind Ms. Freese will get information from public works projects and find out the reasons why they chose the method that they used to build their project. She can bring all that information to a special meeting.

Much discussion was had regarding the need to have a special meeting to address this issue only. It was decided to have a special meeting on June 12 @ 6:00 pm.

D. ~~2017 CEO Evaluation Policy – Amendment~~ _____ Tabled

E. Financial Wellness Employee Program Proposal

Ms. Pickle presented a Financial Wellness Program as a benefit for our employees. This is a digital program called Smart Dollar that will help individuals & their families to learn how to manage their money.

To be an employer of choice we want to give our employees benefits that will make a difference in their lives. We know we have single moms, people living paycheck to paycheck, and employees taking loans on their retirement. This is a tool that can help them to make the most of the good wages that they are making. There is studies that show when an employee is under financial stress their engagement and productivity at work suffer.

There was discussion and questions answered.

M/S/C. Approve the Smartdollar employee education program in the FY2023-24 budget in the amount not to exceed \$5500.00.

Directors Stokman/Benefield

Ayes: Directors: Avila, Stokman, Benefield

Nays: None

Abstain: None

Motion: Passed

F. CLASS Local Government Investment Pool Introduction

Ms. Reyes-Palad explained that the Operating account at Tri Counties bank has a monthly average balance of \$1,477,000 and it is non-interest bearing. We currently have an account with LAIF which earns 2.87% quarterly.

California Cooperative Liquid Assets Securities (CLASS) is another pooled investment option where we can invest excess cash from the Operating bank account. It has same day availability of funds, accrues monthly, no maximum or minimum balance requirement, and no transaction fees. Estimated 5% interest. We recommended that the District invest \$800,000 with CLASS.

M/S/C. Approve the investment of \$800,000 in operating cash from the non-interest-bearing checking account to the California Cooperative Liquid Assets Securities System (CLASS).

Directors Benefield/Stokman

Ayes: Directors: Avila, Stokman, Benefield

Nays: None

Abstain: None

Motion: Passed

G. Branding Status Update Next Steps

Ms. Freese explained the process of rebranding is approximately a 2-year process. A graphic designer is working on the final design and putting the finishing touches. She will design stationery, building signage and signage for the ambulance. The ambulance signage will say Patterson District Ambulance a division of Del Puerto Health Care District etc. The new logo was reviewed.

H. Board members at Apricot Fiesta Booth Schedule

The board members were invited to attend the Apricot Fiesta and to work at the booth.

Ms. Freese asked the board members to sign up, so they knew when to expect them.

Ms. Freese will email a schedule out to everyone with their 2-hour time slot.

It was suggested to have a sign in the booth to let people know about the vacant seat on the board. It was then further suggested that we promote who the directors represent so people can know who their representative is.

I. Requests for Community Grants and Sponsorship

Ms. Freese presented a draft policy for Community Grants and Sponsorship. We need a policy for the use of public funds when giving. The goal is to provide parameters for sponsorships or grants. It also would enable us to give funds to the Foundation to support health activities.

The board members wanted to split it into two policies: one for grants and one for sponsorships.

There was discussion about whether we needed a policy for the District to receive funds. Mr. Ritchie informed the board that the District does not need a policy accepting funds. Funds would be received into the general funds unless they had restrictions (then we would have to evaluate whether we could receive those funds). Ms. Freese indicated that we could have a policy for In Kind donations that would indicate how we were treating the donation. For example, depreciating equipment so we can replace the equipment in the future.

10. Strategic Planning**A. SOAR Concerns Discussion**

During our Special meeting we had worked on the SOARS. There had been some concerns and we ran out of time and did not have time to discuss them. Ms. Campo could not find her list of concerns when asked. Director Stokman stated that she thought it was mainly on the financial side – whether we could afford things.

B. Strategic Priorities Area Definitions

When we had our meeting, we identified our strategic priorities. Ms. Freeze shared a list of those priorities along with the number of points or votes the item received at the meeting. The staff wrote a definition of the priorities and added a list of current activities being done towards achieving that priority and what tactics need to be done, or next steps, to achieve the item, including challenges and/or resources needed.

Each item was reviewed and much discussion. Some items were combined because they were addressing similar items. After review Ms. Freeze informed the board that we could not do all of these things simultaneously. The board needs to give direction on which 2-3 things they would like to prioritize. There are 17 items, and the board needs to focus on 3-4 items we can focus on over the next year or so.

Each of the board members expressed the items that they felt would be the most important to focus on. We are not tossing away any items. This just helps give direction when resources become available.

In summary, the board members focused on:

- Employer of choice
- Student engagement
- Community Health Education/Foundation
- Expanding services (a real emphasis)

C. Communication of the Strategic Plan

Once the strategic plan is finalized, we will communicate it to each of our employees in such a way that they will be able to relate. We have a monthly meeting with staff at the health center where we will be able to tie in their roles and how they will contribute to these priorities. He with the ambulance we will be working with Paul to make sure he has key talking points to be able to relate to staff as he works with them.

Director Avila requested to table the rest of the agenda, due to the late time. Director Stokman needed to address item 11B. Item 14 will be reviewed.

11. Verbal Reports

- A. ~~Employee Anniversaries & New Hires~~ _____ Tabled
- B. CEO Annual Evaluation – Directors Stokman and Campo - Distribution of Evaluation Survey
Director Stokman handed out packets to Board Directors with instructions to complete by the Special Meeting, June 12. Turn their evaluations in at the meeting.
- C. ~~Del Puerto Hospital Foundation – Directors Stokman and Avila~~
- D. ~~West Side Health Care Task Force – Director Benefield~~ _____ Tabled
- E. ~~Legislative Update – Director Avila and Ms. Freese~~
 1) ~~Review of ACHD Legislative Days April 26 & 27~~
 2) ~~Review of CSDA Legislative Days – May 16 & 17, 2023~~

12. ~~Written Reports~~ (Directors can ask any questions they have) _____ Tabled

- A. ~~Ambulance – Mr. Willette~~
- B. ~~Health Center – Ms. Benitez~~
- C. ~~Administration – Ms. Freese~~

13. ~~Director Correspondence, Comments, Future Agenda Items~~ _____ Tabled**14. Upcoming Regular Board and Standing Committee Meeting Dates Information**

Finance – Wed, Jun 21, 2023 @ 8:00 AM	Board - Mon, Jun 26, 2023 @ 6:00 PM
Finance – Wed, Jul 26, 2023 @ 8:00 AM	Board – Mon, Jun 31, 2023 @ 6:00PM
Finance – Wed, Aug 23, 2023 @ 8:00 AM	Board – Mon, Aug 28, 2023 @ 6:00 PM

15. Adjourned at 8:51 pm

Respectfully Submitted:

 Timothy Benefield, Board Secretary

 Date Signed

DEL PUERTO HEALTH CARE DISTRICT
875 E Street, Patterson, CA 95363
FINANCE MEETING
MINUTES April 19, 2023

- 1. Call to order/Attendance**
 The meeting was called to order by Anne Stokman, Committee Chair, 8:02 AM
Other Board Members Present: Becky Campo, Committee Member
Staff Members Present: Karin Freese, Administrative Director/CEO (via ZOOM); Maria Reyes-Palad, Financial Accounting Manager; Paul Willette, Ambulance Director; and Danae Skinner, Administrative Staff Accountant.
- 2. Public Participation –** there were no comments.
- 3. Acceptance of Agenda**
 M/S/C Anne Stokman/Becky Campo to accept the agenda as presented.
- 4. Finance Report Review**
 - A. Review for Approval: March 20, 2023 Finance Meeting Minutes**
 M/S/C Becky Campo/Anne Stokman to accept the minutes for March 20, 2023 as presented.
 - B. Review Financial Reports for March 2023**
 Maria Reyes-Palad reviewed the Financial Reports for March 2023 and answered all questions regarding the reports. Page 7 was reprinted for clarity and given to the committee for review.
 M/S/C M/S/C Becky Campo/Anne Stokman to recommend to the Board to accept the March 2023 Financial Reports as presented.
 - C. Review for Recommendation March 2023 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 accept the Warrants as presented.
- 5. Old Business – None**
- 6. New Business – None**
- 7. Accounting and Finance Manager Report**
 - A. Asset Replacement Fund Update 2023**
 Maria Reyes-Palad reviewed the Asset Replacement Fund update and answered all questions regarding the report.
 Information Only – No Action Taken.
 - B. E Street Land & Building Details**
 Maria Reyes-Palad reviewed the E Street Land & Building Details and answered all questions regarding the report. Paul Willette updated the committee regarding the conference room being turned into crew quarters during the wait for the new building due to the increased needs of the ambulances in the community.
 Information Only – No Action Taken.
 - C. Set Schedule for Committee Review of Account Reconciliations**
 Anne Stokman and Becky Campo reviewed the Account Reconciliations after the meeting.
- 8. Meeting adjourned – 8:26 AM** **Next Meeting: TBA**

Respectfully submitted,

Anne Stokman, Treasurer

Del Puerto Health Care District
Balance Sheet
As of April 30, 2023

	Apr 30, 23	Mar 31, 23	% Change	Apr 30, 22	% Change	Notes
ASSETS						
Current Assets						
Total Checking/Savings	3,444,287	3,588,850	(4%)	2,658,236	30%	
Total Accounts Receivable	731,358	747,253	(2%)	590,477	24%	
Total Other Current Assets	552,393	386,731	43%	448,296	23%	
Total Current Assets	4,728,038	4,722,834		3,697,009	28%	
Fixed Assets						
Total 151.000 · Capital assets	4,971,508	4,990,495	(0%)	5,178,480	(4%)	
Total Fixed Assets	4,971,508	4,990,495	(0%)	5,178,480	(4%)	
Other Assets						
150.000 · Lease Receivable - Non Current	327,809	327,809			100%	
Total Other Assets	327,809	327,809			100%	
TOTAL ASSETS	10,027,355	10,041,138	(0%)	8,875,489	13%	
LIABILITIES & EQUITY						
Liabilities						
Total Current Liabilities	415,319	408,531	2%	414,350	0%	
Total Long Term Liabilities	1,795,622	1,801,047	(0%)	1,451,662	24%	
Total Liabilities	2,210,941	2,209,578	0%	1,866,012	18%	
Equity						
350.000 · Unrestricted Assets	1,402,124	1,402,124		1,599,538	(12%)	
Total 360.000 · Assigned Fund Balance	2,630,340	2,630,340		2,004,002	31%	
Total 370.000 · Restricted Fund Balance	242,870	242,870		242,870		
390.000 · Net Fixed Assets (Capital)	2,492,762	2,492,762		2,492,762		
Net Income	1,048,321	1,063,466	(1%)	670,307	56%	<i>YTD overall net result</i>
Total Equity	7,816,417	7,831,562	(0%)	7,009,479	12%	
TOTAL LIABILITIES & EQUITY	10,027,358	10,041,140	(0%)	8,875,491	13%	

	Apr 30, 23	Mar 31, 23
Month end Cash balance	3,444,287	3,588,850
101.015 - TCB - Keystone C 8641	(272,772)	(273,776)
103.100 - TCB USDA Debt Reserve 7237	(122,932)	(122,930)
370.010 - Mitigation Fees	(122,150)	(122,150)
360.030 - Asset Replacement Fund	(1,139,340)	(1,139,340)
AP & Payroll Liabilities	(342,037)	(335,759)
UNENCUMBERED CASH	1,445,056	1,594,895
Percent of Operating Reserve	97%	107%
360.070 - Operating Cash Reserve	1,491,000	1,491,000

Del Puerto Health Care District
YTD by Class
July 2022 through April 2023

	Total 00 Tax Revenue			Total 01 DPHCD			Total 02 Patterson District Ambulance			Total 03 Del Puerto Health Center			Total 06 Keystone Bldg C			OVERALL		
	Jul '22 - Apr 23	Budget	FY22-23 Budget	Jul '22 - Apr 23	Budget	FY22-23 Budget	Jul '22 - Apr 23	Budget	FY22-23 Budget	Jul '22 - Apr 23	Budget	FY22-23 Budget	Jul '22 - Apr 23	Budget	FY22-23 Budget	Jul '22 - Apr 23	Budget	FY22-23 Budget
Ordinary Income/Expense																		
Income																		
401.000 · Gross Patient Service Revenue							8,711,469	8,480,167	10,180,000	2,866,278	2,385,292	2,962,350				11,577,747	10,865,459	13,142,350
403.000 · Adjustments							(5,690,865)	(5,654,826)	(6,785,791)	(189,787)	(41,993)	(50,392)				(5,880,652)	(5,696,819)	(6,836,183)
405.000 · Bad Debt							(650,539)	(659,367)	(791,240)	89,463	(15,694)	(18,833)				(561,076)	(675,061)	(810,073)
407.000 · Other Income				3,029	833	1,000	25,326	8,333	10,000	10,891	15,833	19,000				39,246	24,999	30,000
Total Income				3,029	833	1,000	2,395,391	2,174,308	2,612,969	2,776,845	2,343,438	2,912,125				5,175,265	4,518,579	5,526,094
Gross Profit				3,029	833	1,000	2,395,391	2,174,308	2,612,969	2,776,845	2,343,438	2,912,125				5,175,265	4,518,579	5,526,094
Expense																		
601.000 · Salaries & Wages				386,542	406,069	489,090	1,292,473	1,206,405	1,450,086	1,020,778	1,065,540	1,276,380				2,699,793	2,678,014	3,215,556
602.000 · Employee Benefits				100,279	109,298	131,157	294,735	285,167	345,200	310,425	316,537	379,847				705,439	711,002	856,204
603.000 · Professional Fees				51,113	49,906	54,287	44,490	54,281	58,937	375,101	384,056	457,307				470,704	488,243	570,531
604.000 · Purchased Services				13,466	10,338	12,405	200,521	205,881	247,057	213,777	186,218	240,662				427,764	402,437	500,124
605.000 · Supplies				5,731	7,218	8,662	69,029	71,535	85,842	71,963	74,414	89,297				146,723	153,167	183,801
606.000 · Utilities				6,043	6,757	8,108	18,036	17,002	20,402	38,624	37,938	45,526				62,703	61,697	74,036
607.000 · Rental and Lease				2,051	3,627	4,352	316	315	378	1,953	2,242	2,690				4,320	6,184	7,420
608.000 · Insurance Coverages				33,978	33,873	40,648	176,046	162,849	196,819	82,734	100,658	120,789				292,758	297,380	358,256
609.000 · Maintenance & Repairs				2,275	1,823	2,188	69,441	61,206	73,447	27,562	29,120	34,944				99,278	92,149	110,579
610.000 · Depreciation and Amortization				16,579	15,568	18,682	158,466	160,643	192,771	69,928	68,773	82,528	39,643	39,664	47,597	284,616	284,648	341,578
611.000 · Other operating expenses		19,411	23,293	42,104	56,026	72,430	191,293	200,476	241,141	202,076	197,822	263,924				435,473	473,735	600,788
Total Expense		19,411	23,293	660,162	700,503	842,009	2,514,846	2,425,759	2,912,080	2,414,921	2,463,319	2,993,894	39,643	39,664	47,597	5,629,572	5,648,656	6,818,873
Net Ordinary Income		(19,411)	(23,293)	(657,132)	(699,670)	(841,009)	(119,455)	(251,451)	(299,111)	361,923	(119,881)	(81,769)	(39,643)	(39,664)	(47,597)	(454,307)	(1,130,077)	(1,292,779)
Other Income/Expense																		
Other Income																		
701.000 · District Tax Revenues	1,232,415	1,232,415	1,478,898				203,333	203,333	244,000							1,435,748	1,435,748	1,722,898
702.000 · Impact Mitigation Fees																		
703.000 · Investment Income				10,347			0			0						10,347		
704.000 · Interest Expense										(46,221)	(46,083)	(55,300)				(46,221)	(46,083)	(55,300)
705.000 · Tenant Revenue													114,501	112,190	134,628	114,501	112,190	134,628
710.000 · Misc Other Income				60			1			3,902						3,963		
Total Other Income	1,232,415	1,232,415	1,478,898	10,407			203,335	203,333	244,000	(42,319)	(46,083)	(55,300)	114,501	112,190	134,628	1,518,339	1,501,855	1,802,226
Other Expense																		
802.000 · Keystone District Expense													15,711	10,670	13,764	15,711	10,670	13,764
810.000 · Misc Other Expense																		
Total Other Expense													15,711	10,670	13,764	15,711	10,670	13,764
Net Other Income	1,232,415	1,232,415	1,478,898	10,407			203,335	203,333	244,000	(42,319)	(46,083)	(55,300)	98,790	101,520	120,864	1,502,628	1,491,185	1,788,462
Net Income	1,232,415	1,213,004	1,455,605	(646,726)	(699,670)	(841,009)	83,880	(48,118)	(55,111)	319,604	(165,964)	(137,069)	59,148	61,856	73,267	1,048,321	361,108	495,683

Del Puerto Health Care District
Warrants by Bank Account

April 2023

Type	Date	Num	Name	Credit	Notes
101.000 - Cash and cash equivalents					
101.010 - Tri Counties Bank					
101.011 - TCB-Operating Checking 1739					
Bill Pmt -Check	04/03/2023	EFT	U.S. Bank Equipment Finance - EFT	126.27	
Bill Pmt -Check	04/06/2023	EFT	Umpqua Bank	8,086.32	
Bill Pmt -Check	04/17/2023	EFT	Athena Health, Inc.	15,284.08	
Bill Pmt -Check	04/17/2023	EFT	City Of Patterson-H2O, sewer, garbage	341.31	
Bill Pmt -Check	04/20/2023	EFT	ABW Medical, LLC	7,625.00	
Bill Pmt -Check	04/03/2023	31860	Airgas USA, LLC	220.60	
Bill Pmt -Check	04/03/2023	31861	Bound Tree Medical LLC	165.76	
Bill Pmt -Check	04/03/2023	31862	Cole Huber (Cota Cole)	2,475.00	invoice timing
Bill Pmt -Check	04/03/2023	31863	Crescent Work & Outdoor #1	516.72	
Bill Pmt -Check	04/03/2023	31864	Data Path, Inc	8,626.25	installation cost
Bill Pmt -Check	04/03/2023	31865	DeliverHealth	237.00	
Bill Pmt -Check	04/03/2023	31866	Graphic Print Stop	21.04	
Bill Pmt -Check	04/03/2023	31867	GreenWorks Janitorial Services	6,645.00	
Bill Pmt -Check	04/03/2023	31868	MD - Rodriguez, Jose	35,333.33	
Bill Pmt -Check	04/03/2023	31869	Mission Linen Supply	533.84	
Bill Pmt -Check	04/03/2023	31870	PG&E	719.29	
Bill Pmt -Check	04/03/2023	31871	Staples Advantage	78.74	
Bill Pmt -Check	04/03/2023	31872	Terminix	68.00	
Bill Pmt -Check	04/03/2023	31873	TID Turlock Irrigation District +06	1,079.24	
Bill Pmt -Check	04/03/2023	31874	V2V Management Solutions	880.00	
Bill Pmt -Check	04/03/2023	31875	Verizon Wireless	374.56	
Bill Pmt -Check	04/06/2023	31876	BICSEC Security, Inc	25.00	
Bill Pmt -Check	04/06/2023	31877	Framer Electric, Inc.	515.00	
Bill Pmt -Check	04/06/2023	31878	GreenWorks Janitorial Services	4,145.00	
Bill Pmt -Check	04/06/2023	31879	Language Line	100.00	
Bill Pmt -Check	04/06/2023	31880	Life-Assist	448.62	
Bill Pmt -Check	04/06/2023	31881	McKesson Medical Surgical Inc.	429.69	
Bill Pmt -Check	04/06/2023	31882	O'Reilly Auto Parts	74.40	
Bill Pmt -Check	04/06/2023	31883	Patterson Irrigator	30.00	
Bill Pmt -Check	04/06/2023	31884	Paul Oil Co., Inc.	2,742.57	
Bill Pmt -Check	04/06/2023	31885	Physicians Service Bureau	273.82	
Bill Pmt -Check	04/06/2023	31886	Quest Diagnostics	200.00	
Bill Pmt -Check	04/06/2023	31887	Sanofi Pasteur, Inc	2,489.34	
Bill Pmt -Check	04/06/2023	31888	Staples Advantage	66.20	
Bill Pmt -Check	04/06/2023	31889	Stericycle / Shred-it	399.72	
Bill Pmt -Check	04/06/2023	31890	Streamline/Digital Deployment	260.00	
Bill Pmt -Check	04/06/2023	31891	V2V Management Solutions	300.00	
Bill Pmt -Check	04/06/2023	31892	West Side Index	52.00	
Bill Pmt -Check	04/06/2023	31893	Workbench True Value Hdwe.	28.45	
Bill Pmt -Check	04/06/2023	31894	Zoll	1,099.60	
Bill Pmt -Check	04/17/2023	31895	Airgas USA, LLC	86.80	
Bill Pmt -Check	04/17/2023	31896	Amazon	37.86	
Bill Pmt -Check	04/17/2023	31897	AMR-American Medical Response	7,213.60	
Bill Pmt -Check	04/17/2023	31898	Bound Tree Medical LLC	781.32	
Bill Pmt -Check	04/17/2023	31899	City Of Patterson-H2O, sewer, garbage	468.07	
Bill Pmt -Check	04/17/2023	31900	Cole Huber (Cota Cole)	2,069.16	
Bill Pmt -Check	04/17/2023	31901	Comcast - Other	191.07	
Bill Pmt -Check	04/17/2023	31902	Comcast Business Voice Edge	1,970.39	
Bill Pmt -Check	04/17/2023	31903	Crescent Work & Outdoor #1	9.98	
Bill Pmt -Check	04/17/2023	31904	Data Path, Inc	5,816.24	

**Del Puerto Health Care District
Warrants by Bank Account**

April 2023

Type	Date	Num	Name	Credit	Notes
Bill Pmt -Check	04/17/2023	31905	DeliverHealth	79.00	
Bill Pmt -Check	04/17/2023	31906	Frayar Electric, Inc.	4,635.00	HC electrical repair
Bill Pmt -Check	04/17/2023	31907	Frontier-3755	258.12	
Bill Pmt -Check	04/17/2023	31908	Frontier - HC 8639	258.12	
Bill Pmt -Check	04/17/2023	31909	Life-Assist	1,208.60	
Bill Pmt -Check	04/17/2023	31910	McKesson Medical Surgical Inc.	3,282.66	
Bill Pmt -Check	04/17/2023	31911	MedStatix, Inc	160.00	
Bill Pmt -Check	04/17/2023	31912	MO-CAL Office Solutions	7.00	
Bill Pmt -Check	04/17/2023	31913	Pacific Records Management	278.60	
Bill Pmt -Check	04/17/2023	31914	Westside Landscape & Concrete	292.50	
Bill Pmt -Check	04/17/2023	31915	WIPFLi LLP	2,750.00	strategic planning fr
Check	04/24/2023	31916	REFUND - Ambulance:REFUND - Kaiser I	4,895.00	PT out of insurance
Check	04/24/2023	31917	REFUND - Ambulance:REFUND - United	102.85	
Check	04/24/2023	31918	REFUND - Ambulance:REFUND - Noridia	403.15	
Check	04/24/2023	31919	REFUND - Ambulance:REFUND - Vital, G	250.00	
Check	04/24/2023	31920	REFUND - Ambulance:REFUND - Swift, R	260.00	
Check	04/24/2023	31921	REFUND - Ambulance:REFUND - Collins,	300.00	
Check	04/24/2023	31922	REFUND - Ambulance:REFUND - Theriau	50.00	
Bill Pmt -Check	04/24/2023	31923	Amazon	1,206.95	
Bill Pmt -Check	04/24/2023	31924	Beta Healthcare - Workers Comp	6,023.58	
Bill Pmt -Check	04/24/2023	31925	Beta Healthcare Group	16,682.10	
Bill Pmt -Check	04/24/2023	31926	Bound Tree Medical LLC	219.16	
Bill Pmt -Check	04/24/2023	31927	Crescent Work & Outdoor #1	75.77	
Bill Pmt -Check	04/24/2023	31928	Delta Wireless	259.58	
Bill Pmt -Check	04/24/2023	31929	Keystone Pacific Business Park Owners	16,438.00	annual
Bill Pmt -Check	04/24/2023	31930	LDA Partners, LLP	4,800.00	
Bill Pmt -Check	04/24/2023	31931	Mission Linen Supply	800.76	
Bill Pmt -Check	04/24/2023	31932	Paul Oil Co., Inc.	2,839.84	
Bill Pmt -Check	04/24/2023	31933	PG&E	96.61	
Bill Pmt -Check	04/24/2023	31934	SEMSA Sierra Medical Services Alliance	9,995.40	
Bill Pmt -Check	04/24/2023	31935	Stericycle	790.08	
Bill Pmt -Check	04/24/2023	31936	U.S. Bank Equipment Finance - EFT	VOID	
Bill Pmt -Check	04/24/2023	31937	West Side Storage Baldwin	202.50	
Bill Pmt -Check	04/24/2023	31938	Wright, L'Estrange & Ergastolo	4,807.62	contract analysis
Bill Pmt -Check	04/24/2023	31939	Staples Advantage	339.36	
Total 101.011 - TCB-Operating Checking 1739				206,809.16	
101.012 - TCB-Payroll Account 2999					
Liability Check	04/12/2023		Payroll Direct Deposit	75,747.91	
Liability Check	04/26/2023		Payroll Direct Deposit	76,584.05	
Liability Check	04/13/2023	EFT	AIG (VALIC)	13,162.94	
Liability Check	04/13/2023	EFT	California State Disbursement Unit	482.76	
Liability Check	04/27/2023	EFT	AIG (VALIC)	13,631.77	
Liability Check	04/27/2023	EFT	California State Disbursement Unit	482.76	
Liability Check	04/11/2023	E-pay	EDD State of California	6,114.37	
Liability Check	04/11/2023	E-pay	Internal Revenue Service	32,788.88	
Liability Check	04/11/2023	E-pay	EDD State of California	1,998.48	
Liability Check	04/27/2023	E-pay	EDD State of California	6,160.62	
Liability Check	04/27/2023	E-pay	Internal Revenue Service	32,920.40	
Paycheck	04/13/2023	25393	Employee Payroll	2,728.52	
Paycheck	04/13/2023	25394	Employee Payroll	3,114.37	
Paycheck	04/13/2023	25395	Employee Payroll	999.34	
Paycheck	04/13/2023	25396	Employee Payroll	534.13	
Paycheck	04/13/2023	25397	Employee Payroll	1,281.22	

**Del Puerto Health Care District
 Warrants by Bank Account**

April 2023

Type	Date	Num	Name	Credit	Notes
Paycheck	04/13/2023	25398	Employee Payroll	1,180.79	
Liability Check	04/13/2023	25399	Franchise Tax Board	938.34	
Liability Check	04/13/2023	25400	Franchise Tax Board	720.05	
Liability Check	04/13/2023	25401	United Steelworkers	290.79	
Liability Check	04/18/2023	25402	AFLAC	1,773.30	
Paycheck	04/27/2023	25403	Employee Payroll	2,728.52	
Paycheck	04/27/2023	25404	Employee Payroll	2,831.03	
Paycheck	04/27/2023	25405	Employee Payroll	991.76	
Paycheck	04/27/2023	25406	Employee Payroll	1,412.94	
Paycheck	04/27/2023	25407	Employee Payroll	1,377.11	
Liability Check	04/25/2023	25408	CA Choice	41,599.23	
Liability Check	04/25/2023	25409	LegalShield	347.05	
Liability Check	04/27/2023	25410	Principal Life Insurance Co	4,685.05	
Liability Check	04/27/2023	25411	Franchise Tax Board	749.70	
Liability Check	04/27/2023	25412	Franchise Tax Board	716.84	
Liability Check	04/27/2023	25413	United Steelworkers	310.42	
Total 101.012 · TCB-Payroll Account 2999				<u>331,385.44</u>	
101.015 · TCB - Keystone C 8641					
Bill Pmt -Check	04/03/2023	10340	TID Turlock Irrigation District +06	353.53	
Bill Pmt -Check	04/17/2023	10341	City Of Patterson-H2O, sewer, garbage	212.70	
Bill Pmt -Check	04/17/2023	10342	Gilberto Arroyo-06	330.00	
Bill Pmt -Check	04/17/2023	10343	Gilberto Arroyo-06	325.00	
Bill Pmt -Check	04/17/2023	10344	Terminix	83.00	
Bill Pmt -Check	04/24/2023	10345	Keystone Pacific Business Park Owners	13,155.00	annual
Total 101.015 · TCB - Keystone C 8641				<u>14,459.23</u>	
Total 101.010 · Tri Counties Bank				<u>552,653.83</u>	
Total 101.000 · Cash and cash equivalents				<u>552,653.83</u>	
103.000 · Restricted Funds					
103.100 · TCB-USDA Debt Reserve 7237					
Check	04/15/2023	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><u>562,713.83</u></u>	
				<u>57,781.87</u>	
Less; Irregular Items (highlighted)				<u>57,781.87</u>	
NET WARRANTS ISSUED - APRIL 2023				<u><u>504,931.96</u></u>	

Del Puerto Health Care District
Balance Sheet
As of May 31, 2023

	May 31, 23	Apr 30, 23	% Change	May 31, 22	% Change	Notes
ASSETS						
Current Assets						
Total Checking/Savings	4,044,478	3,444,287	17%	3,096,307	31%	
Total Accounts Receivable	766,686	731,358	5%	712,869	8%	
Total Other Current Assets	4,620	552,345	(99%)	(42,029)	111%	
Total Current Assets	4,815,784	4,727,990	2%	3,767,147	28%	
Fixed Assets						
Total 151.000 · Capital assets	4,952,924	4,971,052	(0%)	5,149,224	(4%)	
Total Fixed Assets	4,952,924	4,971,052	(0%)	5,149,224	(4%)	
Other Assets						
150.000 · Lease Receivable - Non Current	327,809	327,809			100%	
Total Other Assets	327,809	327,809			100%	
TOTAL ASSETS	10,096,517	10,026,851	1%	8,916,371	13%	
LIABILITIES & EQUITY						
Liabilities						
Total Current Liabilities	551,577	407,860	35%	490,658	12%	
Total Long Term Liabilities	1,790,030	1,795,622	(0%)	1,446,271	24%	
Total Liabilities	2,341,607	2,203,482	6%	1,936,929	21%	
Equity						
350.000 · Unrestricted Assets	1,419,090	1,402,124	1%	1,599,539	(11%)	
Total 360.000 · Assigned Fund Balance	2,613,373	2,630,339	(1%)	2,004,002	30%	
Total 370.000 · Restricted Fund Balance	242,870	242,870		242,870		
390.000 · Net Fixed Assets (Capital)	2,492,762	2,492,762		2,492,762		
Net Income	986,816	1,055,275	(6%)	640,271	54%	YTD overall result
Total Equity	7,754,911	7,823,370	(1%)	6,979,444	11%	
TOTAL LIABILITIES & EQUITY	10,096,518	10,026,852	1%	8,916,373	13%	

	May 31, 23	Apr 30, 23
Month end Cash balance	4,044,478	3,444,287
101.015 - TCB - Keystone C 8641	(285,038)	(272,772)
103.100 - TCB USDA Debt Reserve 7237	(122,934)	(122,932)
370.010 - Mitigation Fees	(122,150)	(122,150)
360.030 - Asset Replacement Fund	(1,122,373)	(1,139,339)
AP & Payroll Liabilities	(477,964)	(334,578)
UNENCUMBERED CASH	1,914,019	1,452,516
Percent of Operating Reserve	128%	97%
360.070 - Operating Cash Reserve	1,491,000	1,491,000

Del Puerto Health Care District
YTD by Class
July 2022 through May 2023

	Total 00 Tax Revenue			Total 01 DPHCD			Total 02 Patterson District Ambulance			Total 03 Del Puerto Health Center			Total 06 Keystone Bldg C			OVERALL		
	Jul '22 - May 23	Budget	FY22-23 Budget	Jul '22 - May 23	Budget	FY22-23 Budget	Jul '22 - May 23	Budget	FY22-23 Budget	Jul '22 - May 23	Budget	FY22-23 Budget	Jul '22 - May 23	Budget	FY22-23 Budget	Jul '22 - May 23	Budget	FY22-23 Budget
Ordinary Income/Expense																		
Income																		
401.000 · Gross Patient Service Revenue							9,484,452	9,330,083	10,180,000	3,183,111	2,673,821	2,962,350				12,667,563	12,003,904	13,142,350
403.000 · Adjustments							(6,194,594)	(6,220,308)	(6,785,791)	(259,486)	(46,193)	(50,392)				(6,454,080)	(6,266,501)	(6,836,183)
405.000 · Bad Debt							(697,685)	(725,303)	(791,240)	86,642	(17,264)	(18,833)				(611,043)	(742,567)	(810,073)
407.000 · Other Income				3,029	917	1,000	25,466	9,167	10,000	11,371	17,417	19,000				39,866	27,501	30,000
Total Income				3,029	917	1,000	2,617,639	2,393,638	2,612,969	3,021,638	2,627,781	2,912,125				5,642,306	5,022,336	5,526,094
Gross Profit				3,029	917	1,000	2,617,639	2,393,638	2,612,969	3,021,638	2,627,781	2,912,125				5,642,306	5,022,336	5,526,094
Expense																		
601.000 · Salaries & Wages				428,230	447,580	489,090	1,434,138	1,329,958	1,450,086	1,153,087	1,172,145	1,276,380				3,015,455	2,949,683	3,215,556
602.000 · Employee Benefits				111,699	120,228	131,157	326,624	315,183	345,200	348,184	348,192	379,847				786,507	783,603	856,204
603.000 · Professional Fees				55,863	52,096	54,287	45,020	56,609	58,937	409,904	420,681	457,307				510,787	529,386	570,531
604.000 · Purchased Services				14,920	11,371	12,405	220,249	226,470	247,057	352,732	213,440	240,662				587,901	451,281	500,124
605.000 · Supplies				6,449	7,940	8,662	78,272	78,689	85,842	81,598	81,856	89,297				166,319	168,485	183,801
606.000 · Utilities				6,599	7,432	8,108	19,788	18,702	20,402	41,933	41,732	45,526				68,320	67,866	74,036
607.000 · Rental and Lease				2,146	3,989	4,352	347	347	378	2,156	2,466	2,690				4,649	6,802	7,420
608.000 · Insurance Coverages				37,284	37,261	40,648	191,693	179,834	196,819	90,991	110,723	120,789				319,968	327,818	358,256
609.000 · Maintenance & Repairs				2,348	2,006	2,188	78,661	67,326	73,447	29,689	32,032	34,944				110,698	101,364	110,579
610.000 · Depreciation and Amortization				18,721	17,125	18,682	174,557	176,707	192,771	78,860	75,651	82,528				315,823	313,114	341,578
611.000 · Other operating expenses	23,939	21,352	23,293	46,303	64,228	72,430	305,316	220,809	241,141	91,995	230,873	263,924			43,685	43,631	47,597	467,553
Total Expense	23,939	21,352	23,293	730,561	771,256	842,009	2,874,665	2,670,632	2,912,080	2,681,129	2,729,791	2,993,894	43,685	43,631	47,597	6,353,979	6,236,662	6,818,873
Net Ordinary Income	(23,939)	(21,352)	(23,293)	(727,531)	(770,339)	(841,009)	(257,026)	(276,994)	(299,111)	340,509	(102,009)	(81,769)	(43,685)	(43,631)	(47,597)	(711,672)	(1,214,325)	(1,292,779)
Other Income/Expense																		
Other Income																		
701.000 · District Tax Revenues	1,401,829	1,355,657	1,478,898				224,146	223,667	244,000							1,625,975	1,579,324	1,722,898
702.000 · Impact Mitigation Fees																		
703.000 · Investment Income				10,421			0			0						10,421		
704.000 · Interest Expense										(50,689)	(50,692)	(55,300)				(50,689)	(50,692)	(55,300)
705.000 · Tenant Revenue													126,019	123,409	134,628	126,019	123,409	134,628
710.000 · Misc Other Income				60			1			3,902						3,963		
Total Other Income	1,401,829	1,355,657	1,478,898	10,481			224,147	223,667	244,000	(46,787)	(50,692)	(55,300)	126,019	123,409	134,628	1,715,689	1,652,041	1,802,226
Other Expense																		
802.000 · Keystone District Expense													17,203	12,217	13,764	17,203	12,217	13,764
810.000 · Misc Other Expense																		
Total Other Expense													17,203	12,217	13,764	17,203	12,217	13,764
Net Other Income	1,401,829	1,355,657	1,478,898	10,481			224,147	223,667	244,000	(46,787)	(50,692)	(55,300)	108,816	111,192	120,864	1,698,486	1,639,824	1,788,462
Net Income	1,377,890	1,334,305	1,455,605	(717,050)	(770,339)	(841,009)	(32,878)	(53,327)	(55,111)	293,722	(152,701)	(137,069)	65,131	67,561	73,267	986,815	425,499	495,683

Del Puerto Health Care District
Warrants by Bank Account
May 2023

Type	Date	Num	Name	Credit	Notes
101.000 - Cash and cash equivalents					
101.010 - Tri Counties Bank					
101.011 - TCB-Operating Checking 1739					
Bill Pmt -Check	05/24/2023	eft	Athena Health, Inc.	10,861.90	
Bill Pmt -Check	05/02/2023	EFT	U.S. Bank Equipment Fin:	126.27	
Bill Pmt -Check	05/10/2023	EFT	City Of Patterson-H2O, se	369.63	
Bill Pmt -Check	05/10/2023	EFT	Umpqua Bank	8,790.29	
Bill Pmt -Check	05/10/2023	EFT	FP Mailing Solutions	300.00	
Bill Pmt -Check	05/24/2023	EFT	ABW Medical, LLC	7,625.00	
Check	05/02/2023	31940	REFUND - Ambulance:RE	4,358.05	Refund offset AR
Bill Pmt -Check	05/02/2023	31941	Avila, Luis - REIMB	450.92	
Bill Pmt -Check	05/02/2023	31942	Bound Tree Medical LLC	86.40	
Bill Pmt -Check	05/02/2023	31943	DeliverHealth	237.00	
Bill Pmt -Check	05/02/2023	31944	MD - Rodriguez, Jose	35,333.33	
Bill Pmt -Check	05/02/2023	31945	PG&E	261.76	
Bill Pmt -Check	05/02/2023	31946	Riggs Ambulance Service	420.50	
Bill Pmt -Check	05/02/2023	31947	Stanislaus County EMS A	250.00	
Bill Pmt -Check	05/02/2023	31948	Staples Advantage	76.59	
Bill Pmt -Check	05/02/2023	31949	Terminix	208.56	
Bill Pmt -Check	05/02/2023	31950	Town Square Publications	595.00	
Bill Pmt -Check	05/02/2023	31951	Verizon Wireless	373.93	
Bill Pmt -Check	05/10/2023	31952	Airgas USA, LLC	561.88	
Bill Pmt -Check	05/10/2023	31953	Amazon	211.42	
Bill Pmt -Check	05/10/2023	31954	AMR-American Medical R	7,980.40	
Bill Pmt -Check	05/10/2023	31955	BICSEC Security, Inc	25.00	
Bill Pmt -Check	05/10/2023	31956	Bound Tree Medical LLC	799.44	
Bill Pmt -Check	05/10/2023	31957	City Of Patterson-H2O, se	496.27	
Bill Pmt -Check	05/10/2023	31958	Comcast - Other	191.07	
Bill Pmt -Check	05/10/2023	31959	Data Path, Inc	5,816.24	
Bill Pmt -Check	05/10/2023	31960	DeHart Plumbing Heating	698.00	
Bill Pmt -Check	05/10/2023	31961	Fraye Electric, Inc.	2,580.00	HC Fans replacement
Bill Pmt -Check	05/10/2023	31962	Frontier-3755	258.92	
Bill Pmt -Check	05/10/2023	31963	Frontier - HC 8639	258.92	
Bill Pmt -Check	05/10/2023	31964	GreenWorks Janitorial Se	4,145.00	
Bill Pmt -Check	05/10/2023	31965	J.B. Anderson Land Use I	640.00	
Bill Pmt -Check	05/10/2023	31966	Language Line	135.54	
Bill Pmt -Check	05/10/2023	31967	Life-Assist	923.29	
Bill Pmt -Check	05/10/2023	31968	Life Line	521.77	
Bill Pmt -Check	05/10/2023	31969	McAuley Ford	3,251.05	Ambulance maintenance
Bill Pmt -Check	05/10/2023	31970	McKesson Medical Surgic	2,144.40	
Bill Pmt -Check	05/10/2023	31971	MedStatix, Inc	160.00	
Bill Pmt -Check	05/10/2023	31972	Mission Linen Supply	542.19	
Bill Pmt -Check	05/10/2023	31973	O'Reilly Auto Parts	47.97	
Bill Pmt -Check	05/10/2023	31974	Pacific Records Managen	269.62	
Bill Pmt -Check	05/10/2023	31975	Patterson City Tow Servic	200.00	
Bill Pmt -Check	05/10/2023	31976	Patterson Irrigator	30.00	
Bill Pmt -Check	05/10/2023	31977	Paul Oil Co., Inc.	3,651.92	
Bill Pmt -Check	05/10/2023	31978	Physicians Service Burea	280.32	
Bill Pmt -Check	05/10/2023	31979	PowerDMS, Inc	7,650.00	Annual subscription
Bill Pmt -Check	05/10/2023	31980	Sanofi Pasteur, Inc	3,996.48	
Bill Pmt -Check	05/10/2023	31981	SEMSA Sierra Medical Se	10,217.52	
Bill Pmt -Check	05/10/2023	31982	Staples Advantage	204.13	
Bill Pmt -Check	05/10/2023	31983	Stericycle / Shred-it	797.78	

Del Puerto Health Care District
Warrants by Bank Account
May 2023

Type	Date	Num	Name	Credit	Notes
Bill Pmt -Check	05/10/2023	31984	Streamline/Digital Deploy	260.00	
Bill Pmt -Check	05/10/2023	31985	Stryker Sales Corporation	2,556.80	AED for Office
Bill Pmt -Check	05/10/2023	31986	Symbol Arts	720.54	
Bill Pmt -Check	05/10/2023	31987	TID Turlock Irrigation Dist	1,172.33	
Bill Pmt -Check	05/10/2023	31988	Westside Landscape & C	292.50	
Bill Pmt -Check	05/10/2023	31989	Workbench True Value H	34.48	
Bill Pmt -Check	05/10/2023	31990	Zoll	649.70	
Check	05/15/2023	31991	REFUND - Ambulance:RE	3,955.00	
Check	05/15/2023	31992	REFUND - Ambulance:RE	415.23	
Check	05/15/2023	31993	REFUND - Ambulance:RE	379.29	
Check	05/15/2023	31994	REFUND - Ambulance:RE	220.80	
Check	05/15/2023	31995	REFUND - Ambulance:RE	420.03	Refunds offset against AR
Check	05/15/2023	31996	REFUND - Ambulance:RE	439.73	
Check	05/15/2023	31997	REFUND - Ambulance:RE	457.49	
Check	05/15/2023	31998	REFUND - Ambulance:RE	300.00	
Check	05/15/2023	31999	REFUND - Ambulance:RE	200.00	
Bill Pmt -Check	05/15/2023	32000	ADT / Protection One	298.32	
					additional computer installation cost
Bill Pmt -Check	05/15/2023	32001	Data Path, Inc	5,600.00	
Bill Pmt -Check	05/15/2023	32002	DeliverHealth	79.00	
Check	05/15/2023	32003	REFUND - Ambulance:RE	159.84	
Bill Pmt -Check	05/09/2023	32004	Mission Linen Supply	533.84	
Check	05/24/2023	32005	Wakefield	26.76	
Check	05/24/2023	32006	REFUND - Ambulance:RE	72.23	
Bill Pmt -Check	05/24/2023	32007	Airgas USA, LLC	282.88	
Bill Pmt -Check	05/24/2023	32008	Beta Healthcare - Worker	6,023.62	
Bill Pmt -Check	05/24/2023	32009	Beta Healthcare Group	16,681.92	
Bill Pmt -Check	05/24/2023	32010	Bound Tree Medical LLC	1,833.49	
					Health Screenings for 11 employees
Bill Pmt -Check	05/24/2023	32011	CA Occupational Physicia	3,209.00	
Bill Pmt -Check	05/24/2023	32012	Comcast Business Voice	1,970.39	
Bill Pmt -Check	05/24/2023	32013	Hi-Tech EVS, Inc.	1,839.12	Ambulance repairs
Bill Pmt -Check	05/24/2023	32014	Life-Assist	2,253.37	
Bill Pmt -Check	05/24/2023	32015	McKesson Medical Surgic	1,115.14	
Bill Pmt -Check	05/24/2023	32016	MO-CAL Office Solutions	1,847.24	
Bill Pmt -Check	05/24/2023	32017	Paul Oil Co., Inc.	3,022.94	
Bill Pmt -Check	05/24/2023	32018	PG&E	43.16	
Bill Pmt -Check	05/24/2023	32019	Staples Advantage	361.50	
Bill Pmt -Check	05/24/2023	32020	Stericycle	790.08	
Bill Pmt -Check	05/24/2023	32021	TSL Target Solutions Lea	6,190.57	Annual renewal
Bill Pmt -Check	05/24/2023	32022	West Side Storage Baldw	202.50	
Bill Pmt -Check	05/24/2023	32023	WIPFLI LLP	2,750.00	Strategic planning servic
Total 101.011 · TCB-Operating Checking 1739				200,072.50	
101.012 · TCB-Payroll Account 2999					
Liability Check	05/10/2023		Payroll Direct Deposit	81,323.96	
Liability Check	05/11/2023		Payroll Direct Deposit	425.54	
Liability Check	05/24/2023		Payroll Direct Deposit	81,296.98	
Check	05/31/2023			10.00	
Liability Check	05/11/2023	EFT	California State Disburser	482.76	
Liability Check	05/11/2023	EFT	AIG (VALIC)	15,664.58	
Liability Check	05/25/2023	EFT	AIG (VALIC)	14,353.08	
Liability Check	05/25/2023	EFT	California State Disburser	482.76	
Liability Check	05/09/2023	E-pay	EDD State of California	17.64	

Del Puerto Health Care District
Warrants by Bank Account
May 2023

Type	Date	Num	Name	Credit	Notes
Liability Check	05/09/2023	E-pay	Internal Revenue Service	210.52	
Liability Check	05/09/2023	E-pay	EDD State of California	7,172.53	
Liability Check	05/09/2023	E-pay	Internal Revenue Service	39,452.68	
Liability Check	05/12/2023	E-pay	EDD State of California	4.74	
Liability Check	05/12/2023	E-pay	Internal Revenue Service	103.54	
Liability Check	05/25/2023	E-pay	EDD State of California	38.07	
Liability Check	05/25/2023	E-pay	Internal Revenue Service	515.54	
Liability Check	05/25/2023	E-pay	EDD State of California	6,944.82	
Liability Check	05/23/2023	E-pay	Internal Revenue Service	35,780.08	
Liability Check	05/30/2023	E-pay	EDD State of California	4.93	
Liability Check	05/30/2023	E-pay	Internal Revenue Service	85.60	
Paycheck	05/04/2023	25414	Employee Payroll	1,165.90	
Paycheck	05/11/2023	25415	Employee Payroll	3,348.12	
Paycheck	05/11/2023	25416	Employee Payroll	2,593.33	
Paycheck	05/11/2023	25417	Employee Payroll	991.84	
Paycheck	05/11/2023	25418	Employee Payroll	197.84	
Paycheck	05/11/2023	25419	Employee Payroll	1,486.47	
Paycheck	05/11/2023	25420	Employee Payroll	1,373.78	
Paycheck	05/11/2023	25421	Employee Payroll	840.10	
Paycheck	05/11/2023	25422	Employee Payroll	879.10	
Paycheck	05/11/2023	25423	Employee Payroll	914.50	
Paycheck	05/11/2023	25424	Employee Payroll	884.37	
Paycheck	05/11/2023	25425	Employee Payroll	914.50	
Paycheck	05/11/2023	25426	Employee Payroll	914.50	
Paycheck	05/11/2023	25427	Employee Payroll	814.17	
Paycheck	05/11/2023	25428	Employee Payroll	913.02	
Paycheck	05/11/2023	25429	Employee Payroll	914.50	
Paycheck	05/11/2023	25430	Employee Payroll	913.02	
Paycheck	05/11/2023	25431	Employee Payroll	907.10	
Paycheck	05/11/2023	25432	Employee Payroll	884.37	
Paycheck	05/11/2023	25433	Employee Payroll	901.17	
Paycheck	05/11/2023	25434	Employee Payroll	894.50	
Paycheck	05/11/2023	25435	Employee Payroll	884.50	
Paycheck	05/11/2023	25436	Employee Payroll	853.17	
Paycheck	05/11/2023	25437	Employee Payroll	914.50	
Paycheck	05/11/2023	25438	Employee Payroll	859.10	
Liability Check	05/11/2023	25439	Franchise Tax Board	844.95	
Liability Check	05/11/2023	25440	Franchise Tax Board	716.84	
Liability Check	05/11/2023	25441	United Steelworkers	313.26	
Paycheck	05/12/2023	25442	Employee Payroll	0.00	
Paycheck	05/19/2023	25443	Employee Payroll	1,927.69	
Liability Check	05/19/2023	25444	LegalShield	347.05	
Liability Check	05/19/2023	25445	AFLAC	1,669.68	
Paycheck	05/25/2023	25446	Employee Payroll	3,259.15	
Paycheck	05/25/2023	25447	Employee Payroll	991.84	
Paycheck	05/25/2023	25448	Employee Payroll	366.18	
Paycheck	05/25/2023	25449	Employee Payroll	1,461.58	
Paycheck	05/25/2023	25450	Employee Payroll	1,397.69	
Liability Check	05/25/2023	25451	United Steelworkers	343.96	
Liability Check	05/25/2023	25452	Franchise Tax Board	753.75	
Liability Check	05/25/2023	25453	Franchise Tax Board	716.84	
Liability Check	05/25/2023	25454	CA Choice	39,543.43	
Liability Check	05/25/2023	25455	Principal Life Insurance C	5,259.23	

Del Puerto Health Care District
Warrants by Bank Account
 May 2023

Type	Date	Num	Name	Credit	Notes
Paycheck	05/26/2023	25456	Employee Payroll	478.41	
Total 101.012 · TCB-Payroll Account 2999				<u>371,919.35</u>	
101.015 · TCB - Keystone C 8641					
Bill Pmt -Check	05/10/2023	10346	City Of Patterson-H2O, se	187.30	
Bill Pmt -Check	05/10/2023	10347	Gilberto Arroyo-06	345.00	
Bill Pmt -Check	05/10/2023	10348	Terminix	83.00	
Bill Pmt -Check	05/10/2023	10349	TID Turlock Irrigation Dist	332.32	
Total 101.015 · TCB - Keystone C 8641				<u>947.62</u>	
Total 101.010 · Tri Counties Bank				<u>572,939.47</u>	
Total 101.000 · Cash and cash equivalents				<u>572,939.47</u>	
103.000 · Restricted Funds					
103.100 · TCB-USDA Debt Reserve 7237					
Check	05/15/2023	eft	USDA Rural Developmen	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><u>582,999.47</u></u>	
Less: Irregular Items					
Highlighted Above				46,772.16	
Incentive to MA's				18,000.00	
				<u>64,772.16</u>	
NET WARRANTS ISSUED - May 2023				<u><u>518,227.31</u></u>	

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**Board Meeting – June 26, 2023****CEO Compensation & Employment Agreement****Page 1 of 2**

Department: Human Resources

CEO Concurrence: n/a

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: CEO Compensation & Employment Agreement

STAFF REPORT: Following Board Policy #3017, in June of each year, the Board of Directors has met for the evaluation of personnel in Closed Session, in accordance with the Brown Act. The Ad Hoc CEO Review Committee has presented a summary of the Board of Directors' evaluation of the CEO to the Board. The Board President facilitated a Board discussion regarding the CEO's performance, and immediately following, and continuing in the closed session, the board gave the CEO their evaluation feedback and discussed the CEO's work plan and goals for the next fiscal year. The Board President then adjourned the Closed Session. Any action taken in the closed session was reported in an Open Session.

The courts have held that the governing boards of districts may not discuss the salary level of a particular management employee in a Closed Session and that salary levels and compensation must be discussed in Open Session. Therefore, this Agenda Item is for the public discussion between the Board and CEO regarding CEO compensation, contract, and benefit package adjustments.

DISTRICT PRIORITY: Brown Act Compliance, Regular Compensation Review, Transparency**FISCAL IMPACT:** TBD**CONTACT PERSON:** Directors Stokman and Campo, HR Manager Pickle**ATTACHMENT(S):** CEO Job Description, Employment Agreement, 2023 CEO Salary Study**RECOMMENDED BOARD ACTION:****ROLL CALL REQUIRED:** YES

RECOMMENDED MOTION: *I move the Board of Directors to approve a Fifth Amendment to the CEO Employment Agreement made on June 26, 2017, with Karin Freese, at an annual salary of \$ _____ effective July 1, 2023, and a one-time payment of \$ _____ to be made to Freese. All other terms and conditions of the above-referenced CEO Employment Agreement, including Amendments One through Four, shall remain in full force and effect.*

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – June 26, 2023

CEO Compensation & Employment Agreement

Page 2 of 2

<i>Motion Made By</i>	<i>Motion</i>	<i>Second</i>
<i>Director Avila</i>		
<i>Director Campo</i>		
<i>Director Benefield</i>		
<i>Director Stokman</i>		
<i>[vacant]</i>		

<i>Roll Call Vote</i>	<i>Aye</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Director Avila</i>				
<i>Director Campo</i>				
<i>Director Benefield</i>				
<i>Director Stokman</i>				
<i>[vacant]</i>				

DEL PUERTO HEALTH CARE DISTRICT

This Executive Employment Agreement (“Agreement”) is made as of June 26, 2017 (“Effective Date”), by and between **DEL PUERTO HEALTH CARE DISTRICT, a California health care district (“District”)**, and **Karin R. Hennings (“Employee”)**. The District and Employee may be referred to at times individually as the “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the District is a California health care district formed pursuant to California Health & Safety Code section 32000 *et seq.* for the purpose of providing health care and medical services to residents of the District; and

WHEREAS, the District needs to appoint a duly qualified Administrative Director/Chief Executive Officer (“AD/CEO”) who will oversee the day-to-day management of the District, and has offered the position of AD/CEO to Employee;

WHEREAS, Employee has the skills, experience and qualifications necessary for the position of District AD/CEO, and has accepted the District’s offer.

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and agreements set forth herein, the Parties agree to the terms and conditions set forth below.

ARTICLE I EMPLOYEE’S DUTIES

1.1 Duties. During the term of this Agreement, Employee will be employed by the District to serve as the AD/CEO of the District, and will perform those duties and responsibilities set forth in the District’s Bylaws, as may be amended from time to time, the duties and responsibilities set forth in the AD/CEO Job Description, attached hereto as **Exhibit “A”** and incorporated herein by reference, and such further duties and responsibilities as may be assigned to her by the Board of Directors from time to time. Employee shall be subject to the supervision and direction of the District’s Board of Directors (the “Board”), and shall report directly to the President of the Board. Employee acknowledges that the Board of Directors may change the contents of Exhibit “A” from time to time and that such changed Exhibit “A” shall be incorporated here as the duties of Employee without further amendment of this Agreement.

1.2 Hours/Location. The Employee will devote her full time and attention to the conduct of the business of the District so as to ensure the effective discharge of Employee’s duties under this Agreement. During the Term of this Agreement, and any renewals thereof, Employee shall not engage in any other business activities without the prior written permission of the Board of Directors. During the term of this Agreement, Employee will perform services under this Agreement primarily at the District’s principal place of business in Stanislaus County, California; provided, however, that the District may, from time to time, require Employee to travel temporarily to other locations for District business.

1.3 Ethics and Compliance. Employee shall perform her duties and carry out her

responsibilities in a professional, ethical and businesslike manner, and shall comply with all applicable, legal District policies, protocols and procedures, in addition to all federal, state and local laws and regulations applicable to the District.

ARTICLE II

SALARY AND BENEFITS

2.1 Salary. The District agrees to pay to Employee a base salary ("Base Salary") of One Hundred Twenty Thousand Dollars (\$132,000.00) per year payable in accordance with the District's normal payroll practices, which may change from time to time.

2.2 Benefits. During the term of this Agreement, Employee will be entitled to the employment benefits set forth in **Exhibit "B"**, attached hereto and hereby incorporated by reference. Where applicable, such benefits shall be implemented in accordance with the terms and conditions of the District's Employee Handbook, as such handbook may be amended from time to time.

2.3 Expenses. During the term of this Agreement, Employee may be reimbursed for reasonable business expenses in accordance with the general policy of the District, as adopted by the Board of Directors from time to time.

2.4 Negotiation of Terms. At least ninety (90) days prior to June 25, 2019, the parties shall meet to discuss the terms and shall commence negotiations with respect to any amendments to this Agreement, including any changes in salary or benefits. In the event Employee continues to render services to District after the anniversary of this Agreement has passed, and does so without District and Employee executing an extension or renewal of this Agreement, the terms of the Agreement will continue unaltered.

ARTICLE III

TERM AND TERMINATION OF EMPLOYMENT

3.1 At Will Employment. The employment relationship is "at-will." District or Employee may terminate the employment relationship subject to the terms in this Article.

3.2 Termination by District.

3.2.1 Automatic Termination. This Agreement shall terminate automatically upon Employee's death, legal incapacity or disability if such disability precludes Employee from performing the essential duties and responsibilities of the position as determined by an impartial third party (i.e. occupational health physician or group not affiliated with the Employee or District).

3.2.2 Termination for Cause. The District shall have the absolute right, upon delivery of written notice to Employee, to immediately terminate this Agreement and Employee's employment for cause. "For Cause" means termination by the District of Employee's employment (i) by reason of Employee's willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to, the District; (ii) by reason of Employee's material waste or misuse of the District's assets; (iii) by reason of Employee's failure to follow a legal directive from the Board; (iv) by reason of Employee's intentional misconduct with respect to the performance of Employee's duties under this Agreement.

3.2.3 Termination for Breach of Agreement. District shall notify Employee of their intention to terminate Employee's employment by reason of the Employee's material breach of this Agreement. Employee shall have fifteen (15) days from receipt of written notice of such material breach from the District in which to cure such breach. In the event such breach is not timely cured Employee's employment shall terminate upon delivery of written notice of Failure to Cure Breach of Agreement.

3.3 Termination by Employee for Breach of Agreement. Employee shall notify District of their intention to terminate Employee's employment by reason of the District's material breach of this Agreement. The District shall have fifteen (15) days from receipt of written notice of such material breach from the Employee in which to cure such breach. In the event such breach is not timely cured Employee's employment shall terminate. Failure to pay Employee the salary, as provided above, or provide any of the employment benefits, as specified on Exhibit B, shall be deemed a "material breach".

3.4 Termination of Benefits at Termination of Employment. All insurance benefits received by Employee shall end on the last day of the month of the termination of Employee's employment. Expense reimbursements shall be only be paid for expenses incurred up to and including the day of termination. This shall remain true regardless of whether or not the termination is with or without cause, which party initiates the termination, and/or under which provision of this Agreement the termination of employment occurs.

3.5 Severance. In case of District Termination without Cause or an uncured District Breach of Agreement as defined in Section 3.2.2, or if Employee terminates this Agreement for the Districts' lack of timely cure to a Breach of Agreement as defined in Section 3.3, six months of current salary shall be paid to Employee as severance.

ARTICLE IV CONFIDENTIALITY

4.1 Confidentiality of Patient Information and Records. Employee shall not disclose to any third party, except pursuant to Employee's duties hereunder, or where permitted or required by law, or where such disclosure is expressly approved in writing by the District's duly authorized representative, any patient or medical record information regarding patients of the District or any principal thereof, and Employee shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the District regarding the confidentiality of such information. Employee agrees that all patient files and medical records shall be the property of the District.

4.2 Proprietary and Business Information. During the course of Employee's duties hereunder, Employee will acquire or have access to information regarding the business operations of the District including, but not limited to, information regarding pricing, billing, claims, compensation, business operations, provider agreements, and business and technical manuals ("Confidential Information"). Employee acknowledges that the District would suffer financial harm if such Confidential Information were to be disclosed to third parties and agrees not to disclose to, or otherwise discuss such Confidential Information with, any third party without the express written consent of the District or as expressly required by law. Upon termination of this Agreement, Employee agrees to promptly return any Confidential Information in Employee's possession or control to the District.

4.3 Trade Secrets. Employee acknowledges that the District, in connection with its business, has developed certain operating manuals, symbols, trademarks, trade names, service marks, designs, patient lists, procedures, processes, and other copyrighted, patented, trademarked, or legally protectable information that is confidential and proprietary to the District (“Trade Secrets”). Employee acknowledges that the District would suffer financial harm if such Trade Secrets were to be disclosed to third parties and agrees not to disclose to, or otherwise discuss such Trade Secrets with, any third party without the express written consent of the District or as expressly required by law. Upon termination of this Agreement, Employee agrees to promptly return any Trade Secrets in her possession or control to the District.

ARTICLE V GENERAL PROVISIONS

5.1 Amendment. This Agreement may be amended from time to time, but only by written instrument executed by each of the parties.

5.2 Non-Assignability. Employee may not assign, sell, or otherwise transfer this Agreement or any interest therein. Employee may not delegate her duties hereunder without the prior express written approval of the Board in its sole discretion.

5.3 Prior Agreements. This Agreement supersedes all prior written or oral agreements between the parties covering the same matter.

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

5.5 Counterparts. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one Agreement and shall be binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts.

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

5.7 Changes in Law. Both parties agree that in the event future legislation is enacted or regulations are promulgated or a decision of a court is rendered that, in the opinion of legal counsel for either party, affects or may affect the legality of this Agreement or materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder (“Change in Law”), then the parties agree to act in good faith to amend this Agreement as necessary to bring it into compliance with applicable laws and to carry out the original intention of the parties to the extent possible. If one or both parties cannot in good faith agree to such amendment, then either party may terminate on thirty (30) days’ notice.

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

5.9 Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, and legal representatives.

EXECUTIVE EMPLOYMENT AGREEMENT: Karin R. Hennings

Page 5/5

5.10 Representation by Counsel. The District and Employee each acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution of this Agreement. The parties further acknowledge that the terms of this Agreement are the result of negotiations between them and that the terms of this Agreement shall not be construed in favor of, or against, any party by reason of the extent to which a party or its counsel participated in its drafting, or by reason of the extent to which this Agreement may be inconsistent with prior drafts thereof.

5.11 Headings. Any titles, captions or paragraphs contained in this Agreement are for convenience only and shall not be deemed part of the contents of this Agreement, and shall in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

5.12 Notices. Any notice required or permitted by this Agreement shall be given in writing sent by overnight delivery, personal delivery or United States registered or certified mail, return receipt requested, all of which shall be properly addressed, with postage or delivery charges prepaid as follows:

If to District: Del Puerto Health Care District
875 E Street
P.O. Box 187
Patterson, CA 95363
Attention: Board of Directors

If to Employee: Karin R. Hennings
3404 Mansfield Ln
Modesto, CA 95350

Notices sent by personal delivery shall be deemed given upon actual receipt. Notices sent by overnight delivery shall be deemed given on the next business day. Notices sent via United States registered or certified mail shall be deemed given two (2) business days from mailing.

5.13 Entire Agreement. The parties agree that neither party has made any representation, warranty or covenant not fully set herein, and that this Agreement is a complete statement of the entire agreement which supersedes all previous communications between the parties hereto.

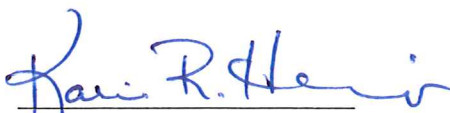
5.14 Waiver. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

5.15 Venue. Employee and District agree that in the event of a dispute arising from this Agreement or from any part of Employee's employment with District, venue for resolving such dispute shall be exclusively in the County of Stanislaus.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DEL PUERTO HEALTH CARE DISTRICT**EMPLOYEE**

By: 
Name: Dr. Stephen Pittson
Title: President, Board of Directors

By: 
Name: Karin R. Hennings
Title: Administrative Director/CEO

Del Puerto Health Care District

FIRST AMENDMENT TO ADMINISTRATIVE DIRECTOR / CEO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO THE Executive Director Employment Agreement (“Agreement”) is made this 29th day of October, 2018, by and between the **Del Puerto Health Care District** (hereinafter referred to as the “DISTRICT”) and **Karin Freese Hennings**, the Administrative Director / CEO (hereinafter referred to as “AD/CEO”).

The terms and conditions included in the Agreement, pursuant to the requirements of Article 2.4, that the parties shall meet to negotiate and undertake such modifications to adjust pay and benefits respectively, only through an executed extension to the Original Agreement.

Amendment to Article 2.1: Article 2.1 of the Agreement is hereby amended to reflect an increase in the Base Salary level for the AD/CEO. The salary shall be increased, effective upon ratification, to \$145,000 annually. Effective July 1, 2019, the salary shall be increased to \$158,000 annually, and continuing thereafter, payable in equal installments pursuant to the District’s normal payroll practices.

Upon ratification, the District shall pay a one-time payment to Hennings of \$4,000.

Addition of Article 2.3.4: Section 2.3.4 shall be added, as follows: “2.3.4 TERMINATION NOT FOR CAUSE The District shall not terminate the AD/CEO’s employment without cause for a minimum period of six (6) months following an election in which one or more Board members are replaced with new Board members. Such Termination not for cause, shall otherwise require a 4/5 majority vote of the Board.”

Amendment to Article 2.4: Article 2.4 of the Agreement is hereby amended to read as follows: “At least 90 days prior to June 25, 2020, the Parties shall meet to discuss the terms and shall commence negotiations with respect to any amendments to this Agreement, including any changes to salary and benefits. In the event the AD/CEO continues to render services to the District after the June 25, 2020 anniversary date, and does so without the District and AD/CEO executing an extension or renewal of this Agreement, the terms of the Agreement shall continue unaltered.”

Other than the changes expressly provided for in this First Amendment to the Agreement, the remaining terms and conditions contained in the Agreement, effective June 26, 2017, shall remain in full force and effect.

EXECUTION:

Date: October 29, 2018

By: Donna Sesock Miller

Donna Sesock-Miller
President, Board of Directors

Date: Oct 29, 2018

By: Karin Freese Hennings

Karin Freese Hennings
Administrative Director / CEO

Del Puerto Health Care District

SECOND AMENDMENT TO ADMINISTRATIVE DIRECTOR / CEO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO THE Executive Director Employment Agreement ("Agreement") is made this 21st day of July, 2020, by and between the **Del Puerto Health Care District** (hereinafter referred to as the "DISTRICT") and **Karin Freese Hennings**, the Administrative Director / CEO (hereinafter referred to as "AD/CEO").

The terms and conditions included in the Agreement, pursuant to the requirements of Article 2.4, include that the parties shall meet to negotiate and undertake such modifications to adjust pay and benefits respectively, only through an executed extension to the Original Agreement.

Amendment to Article 2.1:

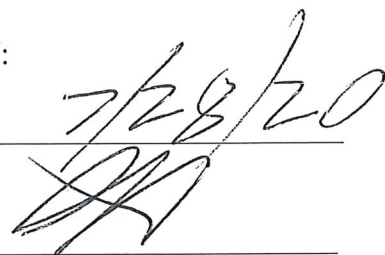
Article 2.1 of the Agreement is hereby amended to reflect an increase in the Base Salary level for the AD/CEO. The salary shall be increased from the current annual amount of \$158,000.00 by 3%, to \$162,740.00 annually. Such change is effective July 1, 2020 by action on a duly agendized and noticed agenda item at a regularly scheduled board meeting of the District Board of Directors on June 29, 2020.

The Director's salary shall thereafter, be payable in equal installments pursuant to the District's normal payroll practices.

Other than the changes expressly provided for in this SECOND AMENDMENT TO THE ADMINISTRATIVE DIRECTOR / CEO EMPLOYMENT AGREEMENT the remaining terms and conditions of the Employment Agreement effective June 26, 2017 as amended by the FIRST AMENDMENT TO ADMINISTRATIVE DIRECTOR / CEO Employment Agreement dated October 29, 2018 shall remain in full force and effect.

EXECUTION:

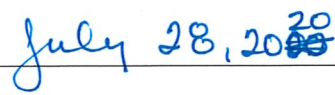
Date: _____



By: _____

Steven Pittson, D.C.,
Board President

Date: _____



By: _____

Karin Freese Hennings
Administrative Director / CEO

Del Puerto Health Care District

THIRD AMENDMENT TO ADMINISTRATIVE DIRECTOR / CEO EMPLOYMENT AGREEMENT

This THIRD AMENDMENT TO THE EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") is made this 26th day of July, 2021, by and between the **Del Puerto Health Care District** (hereinafter referred to as the "DISTRICT") and **Karin Freese Hennings**, the Administrative Director / CEO (hereinafter referred to as "AD/CEO").

The terms and conditions included in the Agreement, pursuant to the requirements of Article 2.4, include that the parties shall meet to negotiate and undertake such modifications to adjust pay and benefits respectively, only through an executed extension to the Original Agreement.

Amendment to Article 2.1:

Article 2.1 of the Agreement is hereby amended to reflect an increase in the Base Salary level for the AD/CEO. The salary shall be increased from the current annual amount of \$162,740.00 by 3%, to 167,622.20 annually. Such change is effective at the next regular payday of the health Care District by action on a duly agendized and noticed agenda item at a regularly scheduled board meeting of the District Board of Directors on July 26, 2021.

The Director's salary shall thereafter, be payable in equal installments pursuant to the District's normal payroll practices.

Other than the changes expressly provided for in this THIRD AMENDMENT TO THE EXECUTIVE EMPLOYMENT AGREEMENT the remaining terms and conditions of the EXECUTIVE EMPLOYMENT AGREEMENT effective June 26, 2017 as amended by the FIRST and SECOND AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT dated October 29, 2018 shall remain in full force and effect.

EXECUTION:

Date: _____

By: _____

Steven Pittson, D.C.
Board President

Date: 11/1/2021

By: Karin Freese Hennings

Karin Freese Hennings
Administrative Director / CEO

Del Puerto Health Care District

FOURTH AMENDMENT TO ADMINISTRATIVE DIRECTOR / CEO EMPLOYMENT AGREEMENT

This FOURTH AMENDMENT TO THE Executive Director Employment Agreement ("Agreement") is made this 25th day of July, 2022, by and between the **Del Puerto Health Care District** (hereinafter referred to as the "DISTRICT") and **Karin R. Freese** (formerly Karin R. Hennings and Karin Freese Hennings), the Administrative Director / CEO (hereinafter referred to as "AD/CEO").

The terms and conditions included in the Agreement, pursuant to the requirements of Article 2.4, include that the parties shall meet to negotiate and undertake such modifications to adjust pay and benefits respectively, only through an executed extension to the Original Agreement.

Amendment to Article 2.1:

Article 2.1 of the Agreement is hereby amended to reflect an increase in the Base Salary level for the AD/CEO. The salary shall be increased from the current annual amount of \$167,622.20 by 3.5%, to 173,489.00 annually. Such change is effective at the next regular payday of the Health Care District by action on a duly agendized and noticed agenda item at the regularly scheduled board meeting of the District Board of Directors held on July 25, 2022.


The Director's salary shall thereafter, be payable in equal installments pursuant to the District's normal payroll practices.

The AD/CEO shall be provided with a one-time payment in the amount of \$225.65, less applicable taxes, payable at the next regular payday of the Health Care District following the action on a duly agendized and noticed agenda item at the regularly scheduled board meeting of the District Board of Directors held on July 25, 2022.

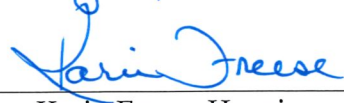
Other than the changes expressly provided for in this FOURTH AMENDMENT TO THE ADMINISTRATIVE DIRECTOR / CEO EMPLOYMENT AGREEMENT the remaining terms and conditions of the Employment Agreement effective June 26, 2017 as amended by the FIRST SECOND and THIRD AMENDMENT(S) TO ADMINISTRATIVE DIRECTOR / CEO Employment Agreement dated October 29, 2018 shall remain in full force and effect.

EXECUTION:

Date: 7/27/2022

By: 
Becky Campo
Board President

Date: July 27, 2022

By: 
Karin Freese Hennings
Administrative Director / CEO

Comparable California Special Districts CEO Salary
FY 2020-21 Data with COLA added for 2023

Year	Similar Districts with 2021 Data	Operation	Revenue	Expenses	# EEs	Total Wages	Total Health & Retirement	Title	Range Minimum	2020-21 Earnings Salary	Range Maximum	County	Geographic Wage Factor	Geo Adjusted Current Wage	
2021	Desert Healthcare District	Health Enterprise	\$ 9,173,103	\$ 7,108,588	18	\$ 1,249,052	\$ 338,847	CEO	\$ 200,000	\$ 237,194	\$ 250,000	Riverside	-4.9%	\$ 217,840	
2021	Stanislaus Council of Governments	Admin/General	n/a	n/a	31	\$ 1,510,605	\$636,147	Asst Exec Officer	\$ 150,176	\$ 200,659	\$ 225,264	Stanislaus	0.0%	\$ 192,033	
2021	Running Springs Water District	Ambulance Service	\$ 958,489	\$ 738,846	53	\$ 2,801,262	\$ 647,625	GM	\$ 176,160	\$ 187,589	\$ <i>215,727</i>	San Bernardino	-4.9%	\$ 183,694	
2021	Camarillo Health Care District	Health Enterprise	\$ 3,705,129	\$ 2,918,199	40	\$ 1,291,727	\$ 269,844	CEO	\$ 151,840	\$ 185,007	\$ 224,952	Ventura	-18.9%	\$ 151,873	
2021	West Stanislaus Irrigation District	Admin/General	\$11,361,989	\$ 7,981,626	25	\$ 1,119,387	\$ 479,999	GM	\$ 165,750	\$ 180,036	\$ 195,000	Stanislaus	0.0%	\$ 187,518	
2021	Patterson Irrigation District	Admin/General	\$ 9,470,348	\$ 6,435,207	20	\$ 974,645	\$ 363,157	GM	\$ 165,000	\$ 174,000	\$ 171,000	Stanislaus	0.0%	\$ 170,000	
2021	Del Puerto Health Care District	Health Enterprise	\$ 6,054,383	\$ 5,817,136	52	\$ 2,508,622	\$ 488,889	CEO	\$ 133,600	\$ 164,993	\$ 200,400	Stanislaus	0.0%	\$ 166,331	
High and Low Salaries excluded									2021 Average	\$ 151,940	\$ 189,925	\$ 227,911	GEO ADJUSTED AVG		\$ 181,327
<i>red italic = estimated</i>									Public Geo & COLA Adj Salary with 30% Range	\$ 166,689	\$ 196,105	\$ 225,521	Public Geo Adjusted + COLA	8.15%	\$ 196,105
									2023 Private Market with 30% Range	\$ 175,733	\$ 206,745	\$ 237,757	Private		\$ 206,745
									Recommended 2023 CEO Salary Range	\$ 171,211	\$ 201,425	\$ 231,639	Avg of studies		\$ 201,425

Current CEO Salary \$ *173,489*

- 3. Mix of Health Care Districts & Stanislaus County = 50th percentile
 - a. Three from out of county & four from Stanislaus
 - b. Expense range \$.74 to \$7.98 million
 - c. Staff counts between 18 and 52 employees
 - d. Range of comparative salaries = \$164k to \$237k
 - e. Highest and lowest removed = \$159k and \$235k (see below)

EXCLU DED	Similar Health Care Districts 2021 Data	Enterprise Fund Name (Specify)	Revenue	Expenses	# EEs	Total Wages	Total Health & Retirement	Title	Range Minimum	2020-21 Earnings Salary	Range Maximum	County	Geographic Wage Factor	Geo Adjusted Current Wage
HIGH	Eden Township Healthcare District	Health Enterprise	\$ 5,078,842	\$ 6,049,837	8	\$ 474,769	\$ 52,135	CEO	\$ <i>199,866</i>	\$ 235,137	\$ <i>270,408</i>	Alameda	-19.7%	\$ 188,815
LOW	Chowchilla Memorial Healthcare District	Hospital Enterprise	\$ 3,874,817	\$ 3,755,054	87	\$ 2,118,823	\$ 101,341	CEO	\$ <i>135,210</i>	\$ 159,071	\$ <i>182,932</i>	Madera	1.0%	\$ 160,662

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**Board Meeting – June 26, 2023****Item # 9C. Amendment to Medical Director’s Contract****Page 1 of 2**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: Amendment to Medical Director’s Contract**STAFF REPORT:**

Dr. Rodriguez has successfully and responsibly served as the Del Puerto Health Care District Medical Director and Family Physician since September 2014. He first addressed the District’s Board of Directors in January 2023 about an opportunity that may be available to him to serve as the primary investigator for medical research projects being conducted in the Central Valley and headquartered in Modesto. Dr. Rodriguez explained that there would be no conflict between his primary responsibility to the District and this secondary research employment.

Section 1.9 of the Professional Services agreement reads “Other Activities; Conflict of Interest. Physician shall not engage in any activities that either (i) create a conflict of interest, or (ii) interfere with Physician’s performance of his/her duties hereunder. In the event of a dispute between Physician and District regarding such matter, either party may seek resolution pursuant to Section 9.6 of this Agreement.”

Furthermore, in Section 1.19 Use of Physician’s Name and Image. “Subject to Physician’s prior review and approval, during the term of this Agreement, Physician shall allow District to use his/her name and likeness in advertisements and other marketing materials and to list his/her name on its provider lists.”

Dr. Rodriguez and the research company have reached an agreement. He now requests the DPHCD Board of Directors consider the attached amendment to his contract clarifying that it is mutually agreed that Dr. Rodriguez’s work with the research company will not create a conflict of interest for either party.

DISTRICT PRIORITY: Transparency**FISCAL IMPACT:** None**STAFFING IMPACT:** None**CONTACT PERSON:** Karin Freese**ATTACHMENT(S):** Professional Services Agreement

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – June 26, 2023

Item # 9C. Amendment to Medical Director’s Contract

RECOMMENDED BOARD ACTION:

ROLL CALL REQUIRED: YES / NO

RECOMMENDED MOTION: *I move the Board of Directors to accept the First Amendment to the 2019 Professional Services Agreement with Dr. Jose M. Rodriguez as presented.*

<i>Motion Made By</i>	<i>Motion</i>	<i>Second</i>
<i>Director Avila</i>		
<i>Director Campo</i>		
<i>Director Benefield</i>		
<i>Director Stokman</i>		
<i>[vacant]</i>		

<i>Roll Call Vote</i>	<i>Aye</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Director Avila</i>				
<i>Director Campo</i>				
<i>Director Benefield</i>				
<i>Director Stokman</i>				
<i>[vacant]</i>				

Del Puerto Health Care District

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This FIRST AMENDMENT to the Professional Services Agreement ("Contract") is made effective June 27, 2023, by and between the **Del Puerto Health Care District** (hereinafter referred to as the "DISTRICT") and **Jose M. Rodriguez, M.D.**, the Medical Director and physician at the Health Care District, (hereinafter referred to as "PHYSICIAN").

RECITALS:

WHEREAS the DISTRICT and PHYSICIAN previously entered into a contract for professional services beginning September 1, 2019; and,

WHEREAS the September 1, 2019 Contract provided, in section 9.1, that any addition or alteration to the terms of that Contract, whether by written or verbal understanding, may only be valid if contained in a written amendment to the Contract formally approved and executed by all PARTIES; and,

WHEREAS, Article B-7 of the Contract requires PHYSICIAN to devote his full time, energy and ability exclusively to his duties as a physician to and medical director of the DISTRICT unless advance written consent is obtained from the DISTRICT; and,

WHEREAS the DISTRICT has been aware of PHYSICIAN'S prior and continuing appointment as an Associate Clinical Professor of Family Medicine for the Valley Consortium for Medical Education Family Medicine residency program and the DISTRICT agreed that the same was not a conflict with PHYSICIAN'S duties as a physician to and medical director of the DISTRICT; and,

WHEREAS PHYSICIAN desires to accept an appointment with Paradigm Clinical Research as a Principle Investigator for U.S. Department of Health and Human Services-approved clinical research studies,

NOW THEREFORE, the Parties agree as follows:

Amendment to Article 1.9 Other Activities; Conflict of Interest.

Article 1.9 of the Contract is hereby amended to read as follows:

“1.9 Other Activities; Conflict of Interest. Physician shall not engage in any activities that either (i) create a conflict of interest, or (ii) interfere with Physician's performance of his/her duties hereunder. In the event of a dispute between Physician and District regarding such matter, either party may seek resolution pursuant to Section 9.7 of this Agreement after providing Notice to the other pursuant to the provisions of Articles 9.5 and 9.6.

The PARTIES agree that the DISTRICT consents to PHYSICIAN'S appointment with Paradigm Clinical Research as a principle investigator for U.S. Department of Health and Human Services-approved clinical research studies. A description of the duties relating to this type of appointment is

Del Puerto Health Care District

attached hereto as Exhibit 1 and is incorporated as though fully set out herein by reference. The PARTIES further agree that the appointment of PHYSICIAN as an investigator does not represent a conflict of interest and is not anticipated to disrupt or interfere with PHYSICIAN’s obligations to the DISTRICT in Article I of the Contract (as a physician), and Addendum B to the Contract (as Medical Director).”

Other than the changes expressly provided for in this FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, all other terms and conditions of the Contract, effective September 1, 2019, shall remain in full force and effect.

EXECUTION:

Date: _____

Date: _____

By: _____

By: _____

Jose M. Rodriguez, M.D.

**Karin Freese, CEO
Del Puerto Health Care District**

DRAFT

Del Puerto Health Care District

EXHIBIT 1

As cited from the U.S. Department of Health and Human Services – Investigator Responsibilities (source: <https://www.hhs.gov/ohrp/regulations-and-policy/guidance/faq/investigator-responsibilities/index.html>, retrieved on June 19, 2023).

Investigators play a crucial role in protecting the rights and welfare of human subjects and are responsible for carrying out sound ethical research consistent with research plans approved by an IRB. Along with meeting the specific requirements of a particular research study, investigators are responsible for ongoing requirements in the conduct of approved research that include, in summary:

- obtaining and documenting informed consent of subjects or subjects' legally authorized representatives prior to the subjects' participation in the research, unless these requirements have been waived by the IRB ([45 CFR 46.116](#); [45 CFR 46.117](#));
- obtaining prior approval from the IRB for any modifications of the previously approved research, including modifications to the informed consent process and document, except those necessary to eliminate apparent immediate hazards to subjects ([45 CFR 46.103\(b\)\(4\)](#)); and
- ensuring that progress reports and requests for continuing review and approval are submitted to the IRB in accordance with the policies, procedures, and actions of the IRB as referenced in the institution's OHRP-approved Federalwide assurance ([45 CFR 46.103\(b\)\(4\)](#), [45 CFR 46.109\(e\)](#), [45 CFR 46.115\(a\)\(1\)](#)). In certain circumstances, investigators also would be responsible for meeting the following additional regulatory requirements:
 - providing to the IRB prompt reports of any unanticipated problems involving risks to subjects or others [45 CFR 46.103\(b\)\(5\)](#);
 - providing to the IRB prompt reports of serious or continuing noncompliance with the regulations or the requirements or determinations of the IRB ([45 CFR 46.103\(b\)\(5\)](#)); and
 - keeping certain records as required by the HHS regulations for at least three years after completion of the study ([45 CFR 46.115\(b\)](#)).

The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM – June 26, 2023

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

MOTION IS:

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

COMMUNITY HEALTH GRANTS PROGRAM	EFFECTIVE DATE
	TBD

PURPOSE

A community's health needs are served not only by traditional acute care hospitals but also by a broad array of other health-related programs and initiatives. These include local health and wellness programs, community-based clinics, health provider educational programs, and other programs and organizations that promote physical, emotional, and psychological well-being.

Under the law, Del Puerto Health Care District may aid health care programs, services, facilities, and activities at any location within or without the District for the benefit of the District and the people served by the District and to nonprofit provider groups and clinics functioning in the community to provide for adequate health services to communities served by the District. (California Health and Safety Code Sections 32121(j) and 32125)

POLICY

The purposes of Del Puerto Health Care District include the promotion of actions to provide healthcare services in the community. The District is not a grant agency but may make selected grants for qualifying organizations as funds are available for such purposes.

The Del Puerto Health Care District may occasionally make grants to organizations that promote the purpose of the District to enhance access to health services to residents of the District.

Any grants made by the District are discretionary. Decisions shall be subject to the availability of District funds. Grant approvals are usually on a one-time basis, preferably with a one-year term, and shall not create priority consideration for grantees as to any future grant funds.

PROCESS

As allowed by the District's financial condition, the District shall have a Community Health Grants program to address identified community healthcare needs as envisioned by the Mission Statement and the strategic plan. In conjunction with setting the District's annual budget each year, the District shall determine whether to fund the Community Grants program for that budget year and, if so, in what amount. District staff shall administer the program, with the District Board of Directors making the final decision regarding grant recipients. The Board President shall appoint an ad hoc Community Grants.

The Del Puerto Health Care District Board may invite a limited number of proposals (typically one to three) from targeted organizations for its funding of Community Health Grants. Grant requests must meet the eligibility and restrictions outlined below. The Board will review all eligible grant requests for consideration. The Board may solicit input from Stanislaus County leaders (Director of Stanislaus County Department of Health & Human Services, Director of the Stanislaus Community Foundation, etc.) and key stakeholders as appropriate. Grantees must report on their progress twice – once at mid-funding-year and again at the end of the funding year.

A committee will review grant applications and make recommendations to the Board of Directors. The Grants Committee shall include two Board members, District staff, and community members who serve without compensation. Information regarding the availability of the Community Grants and the application process shall be posted on the District's website and publicized appropriately so eligible programs may make timely applications. Requests for emergency or interim funding outside the Community Grants

COMMUNITY HEALTH GRANTS PROGRAM	EFFECTIVE DATE
	TBD

application cycle may be presented to the Board after the Board President and Chief Executive Officer review.

Requests for major program funding (over \$10,000) shall be made directly to the Board and presented in an open meeting. Such requests will be evaluated for consistency with the District's Vision, Mission, and Strategic Plan and with community needs. Funding requests for programs that are located or offer services outside of District boundaries must be able to demonstrate how services to District residents will be documented. Grants normally will be memorialized with a Memorandum of Understanding. Funding may be made in phases and may be subject to such conditions as the Board may impose.

ELIGIBILITY AND RESTRICTIONS

The Del Puerto Health Care District provides financial support to local nonprofits and public health and human service organizations that serve the communities in our District for health-related programs or issues. Only nonprofit, tax-exempt organizations and public agencies are eligible.

Community Health Grant Criteria:

- The project/organization should address an identified medical/health-related need.
- The project/organization must be established in the community; financial support is not available for start-ups.
- The project/organization must benefit the residents of Del Puerto Health Care District.

Community Health Grants are generally NOT awarded for but may be appropriate for consideration under the District's Sponsorship Program:

- Arts programs
- Cultural events
- Schools
- Formal athletic programs, such as sports teams or leagues
- Fundraising activities
- Annual fund drives
- Building or capital campaigns
- Individuals
- Religious organizations (for religious purposes or the exclusive benefit of their members)
- Political campaigns

DEL PUERTO HEALTH CARE DISTRICT
POLICY AND PROCEDURE

SECTION: FINANCE
POLICY NUMBER: 2152
PAGE: 1/2

ACCEPTANCE OF GIFTS TO THE DISTRICT	EFFECTIVE DATE
	TBD

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: CSDA and staff research; reviewed by General Counsel	

Purpose: This policy establishes guidelines and procedures for The District to receive and manage donations. This policy aims to ensure transparency, accountability, and compliance with applicable laws and regulations governing the acceptance and use of donations.

Policy: Acceptance of Donations: The District may accept donations that align with our mission and purpose, provided the gift complies with the following criteria:

- The donation does not create a conflict of interest or compromise the district's integrity.
- The donation does not violate any local, state, or federal laws, regulations, or policies.

The acceptance of donations should be consistent with the district's vision, mission, and strategic priorities.

Definitions: Donations: Refers to voluntary contributions of funds, goods, services, or other valuable items made to the District without consideration or compensation.

Procedure: Receiving Donations

Prior Approval: Before accepting any donation, approval is required by the CEO, if the gift's perceived value is under \$10,000, or by the Board of Directors if the gift's value is perceived as \$10,000 or greater or has specific restrictions or conditions.

Documentation: The district shall maintain accurate records of all donations received, including the donor's name, contact information, description of the donation, estimated value (if applicable), and any specific restrictions or conditions associated with the donation.

Valuation of Non-Cash Donations: For non-cash donations, the district may seek an independent appraisal or use a reasonable estimation method to determine the fair market value of the donated item.

Donation Acceptance Letter: The district shall provide a written acknowledgment or acceptance letter to the donor, expressing gratitude and confirming the acceptance of the donation. This letter should include the district's tax identification number for the donor's records.

Notice of Potential Deductibility: Donation acceptance letters shall include the following statement – "Depending on your tax situation, donations to the Del Puerto Health Care District, a California special district, may be tax-deductible according to IRS Code 26 U.S.C. §170(c)(1), and when it is given to "[a] State...or any political subdivision...but only if the contribution or gift is made for exclusively public purposes."

DEL PUERTO HEALTH CARE DISTRICT
POLICY AND PROCEDURE

SECTION: FINANCE
POLICY NUMBER: 2152
PAGE: 2/2

ACCEPTANCE OF GIFTS TO THE DISTRICT	EFFECTIVE DATE
	TBD

Use and Management of Donations

Restricted Donations: If an accepted donation comes with specific restrictions or conditions, the district shall comply with those limitations and ensure the donation is used in a manner that is related to and consistent with the intended purpose.

Proper Allocation: Donated funds or resources shall be allocated responsibly and accountably to support the district's objectives and programs, as approved by the Board of Directors.

Financial Controls: The district shall establish internal controls to safeguard donated funds and assets, ensuring proper segregation of duties, accurate accounting, and appropriate reporting.

Public Disclosure: The district shall adhere to applicable laws and regulations regarding the disclosure of donations, including the filing of necessary reports or disclosures as required by local, state, or federal agencies.

DEL PUERTO HEALTH CARE DISTRICT
POLICY AND PROCEDURE

SECTION: FINANCE
POLICY NUMBER: 2152
PAGE: 1/2

ACCEPTANCE OF GIFTS TO THE DISTRICT	EFFECTIVE DATE
	TBD

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: CSDA and staff research; reviewed by General Counsel	

Purpose: This policy establishes guidelines and procedures for The District to receive and manage donations. This policy aims to ensure transparency, accountability, and compliance with applicable laws and regulations governing the acceptance and use of donations.

Policy: Acceptance of Donations: The District may accept donations that align with our mission and purpose, provided the gift complies with the following criteria:

- The donation does not create a conflict of interest or compromise the district's integrity.
- The donation does not violate any local, state, or federal laws, regulations, or policies.

The acceptance of donations should be consistent with the district's vision, mission, and strategic priorities.

Definitions: Donations: Refers to voluntary contributions of funds, goods, services, or other valuable items made to the District without consideration or compensation.

Procedure: Receiving Donations

Prior Approval: Before accepting any donation, approval is required by the CEO, if the gift's perceived value is under \$10,000, or by the Board of Directors if the gift's value is perceived as \$10,000 or greater or has specific restrictions or conditions.

Documentation: The district shall maintain accurate records of all donations received, including the donor's name, contact information, description of the donation, estimated value (if applicable), and any specific restrictions or conditions associated with the donation.

Valuation of Non-Cash Donations: For non-cash donations, the district may seek an independent appraisal or use a reasonable estimation method to determine the fair market value of the donated item.

Donation Acceptance Letter: The district shall provide a written acknowledgment or acceptance letter to the donor, expressing gratitude and confirming the acceptance of the donation. This letter should include the district's tax identification number for the donor's records.

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DEL PUERTO HEALTH CARE DISTRICT
POLICY AND PROCEDURE

SECTION: FINANCE
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PAGE: 2/2

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	TBD

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Public Disclosure: The district shall adhere to applicable laws and regulations regarding the disclosure of donations, including the filing of necessary reports or disclosures as required by local, state, or federal agencies.

The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM – June 26, 2023

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

MOTION IS:

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

DEL PUERTO HEALTH CARE DISTRICT
POLICY AND PROCEDURE

SECTION: PERSONNEL
POLICY NUMBER: 3420
PAGE: 1/2

HEALTH CENTER SUPPORT STAFF INCENTIVE PLAN	EFFECTIVE DATE
	TBD

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: District's General Counsel	

Purpose: A comprehensive and efficient employee incentive plan is vital to inspire continuous improvement and excellence. The plan should encourage employees to perform their best and recognize those surpassing the district's objectives and goals. This policy allows the CEO to provide incentives based on employee contributions and performance within the Board of Directors' approved annual budget for incentive awards.

Objectives: The primary objectives of this policy are to:

- Align employee performance with the district's goals and objectives.
- Motivate and incentivize employees to achieve district targets and objectives.
- Foster a culture of accountability and high performance among employees.

Policy: The Board of Directors authorizes the CEO to award incentives to continue outstanding Health Center Support Employee performance. The Board of Directors limits the total dollars available for any incentive awards through budgeting. The Board of Directors shall approve a Health Center Support Employee incentive award budget each fiscal year. The recommended basis is 3% of the budgeted total Support Staff wages for that fiscal year. The entire year's incentive award budget may or may not be fully spent at the discretion of the CEO.

Within the Board approved budget guidelines, incentive awards are made at the sole discretion of the CEO and are not guaranteed. The incentive awards may be in any form or amount, or no amount to any employee or no employee, at any time and without notice. Health Center Support Staff should be aware that any incentive given once may not be the same as in the future, and it is possible that no incentive award will be made.

Under Internal Revenue Service Regulations, payment of cash or cash-like (e.g., gift cards) incentive awards over \$75.00 must be included in an employee's income as wages subject to withholding for federal and state income taxes and applicable FICA taxes when paid and is reported on the employee's Form W-2 as wages in the calendar year paid.

The following criteria may be used in making incentive awards:

- **Contribution:** Employees' contributions to the district's goals and objectives will be considered when determining incentive awards.
- **Performance:** Employees' performance will be evaluated on a regular basis, and incentives will be awarded to those who have consistently demonstrated outstanding performance in their role.
- **Extraordinary Service:** Employees may be recognized when patient service goes above and beyond regular expectations.
- **Metrics:** Health Center employee incentives will be based on metrics such as patient satisfaction scores, increased volume of patients, quality and HEDIS measure goals, the accuracy of medical records, and attendance.

HEALTH CENTER SUPPORT STAFF INCENTIVE PLAN	EFFECTIVE DATE
	TBD

Definitions: **Health Center Support Staff Incentive Plan** – The non-exempt (i.e., paid hourly) health center support employees (i.e., medical assistants, front and back-office staff), excluding supervisors, managers, and providers.

Incentive Budget – Total dollar amount designated annually as part of the fiscal year budgeting process as approved by the Board of Directors.

Incentive Pay – An award for recognizing extraordinary performance or exceeding performance goals. The annual goals are not static from one year to another.

Guiding Principles: The following guiding principles shall be considered by the CEO when designing incentive plans for employees:

- **Fairness** – Incentive plans should be designed fairly and equitably to ensure all employees can earn incentives based on their performance.
- **Timeliness** – Incentives should be awarded promptly, and the calculation and payout process should be transparent.
- **Flexibility** – Incentive plans should be flexible enough to accommodate changes in the district's goals and objectives or the employee's roles and responsibilities.
- **Continuous Improvement** – The incentive plan should be reviewed periodically to evaluate its effectiveness and identify areas for improvement.

Procedure: The following procedures will be followed to authorize the CEO to determine incentive payments:

1. **Clearly define the goals and objectives:** The CEO and Health Center Management staff will define the goals and objectives employees are expected to reach. This will be done in a measurable, achievable way, and aligned with the district's overall strategy.
2. **Reward employees based on performance:** Employees who meet or exceed their goals and objectives may be incentivized by awards to continue their superior performance. The rewards shall be meaningful and align with the district's compensation philosophy.
3. **Communicate the incentive plan and results:** The incentive awards and metrics upon which the award is based shall be communicated to all Health Center employees. This will help build trust and transparency and motivate employees to work towards achieving their goals and objectives.
4. **Review and adjust the plan as necessary:** The incentive plan shall be reviewed and adjusted annually to ensure it remains effective in motivating employees to achieve their goals and objectives. This review should consider employee feedback, business strategy changes, and other relevant factors.

Del Puerto Health Care District
BOARD AGENDA – June 26, 2023

ITEM 9G. Appointment of Ad Hoc Committee for Building Project RFP

DEPT: CEO	CONSENT CALENDAR:	NO
CEO CONCURRENCE: YES	4/5 VOTE REQUIRED:	NO

SUBJECT: Appointment of Ad Hoc Committee for Building Project RFP

BACKGROUND: Our district is committed to providing high-quality services and infrastructure to our community. To ensure the success of the District Office and Ambulance Operations Facility Design-Build project, it is crucial to assemble a knowledgeable committee to evaluate the proposals. The committee will review technical and financial aspects to ensure compliance with project objectives, timelines, and budget.

OBJECTIVES:

- **Comprehensive Review:** The committee will evaluate all RFP submissions, assessing technical merits, feasibility, and compliance.
- **Expertise and Diversity:** The committee will include a design, construction, and project management expert, appropriate staff members, and two board members.
- **Fair Evaluation:** A transparent evaluation process using predetermined criteria and scoring mechanisms will be employed.
- **Timely Recommendations:** The committee will complete the evaluation within a to be determined timeframe and provide recommendations to the Board of Directors.

COMPOSITION AND RESPONSIBILITIES:

Participating in committee meetings to discuss findings and determine the strengths and weaknesses of each proposal. Preparing a comprehensive report with recommendations for the District's consideration.

STAFF

RECOMMENDATION: Establish an ad hoc committee of two Board members plus the CEO, Director of Ambulance Operations, Finance and Accounting manager, and General Legal Counsel to work with a Consultant for the development of a Design-Build RFP for the District Office and Ambulance Operations Facility.

POLICY ISSUE: Fiscal Responsibility

FISCAL IMPACT: None

DISTRICT PRIORITY: Good governance; transparency

STAFFING IMPACT: Participation of CEO and Accounting & Finance Manager

CONTACT PERSON: Karin Freese, CEO

ATTACHMENT(S): none

President Avila Appointed:

District Office and Ambulance Operations Facility Design-Build RFP Ad Hoc Committee with Directors _____ and _____ as members.











EUGENE BERES
Paramedic
1 Year

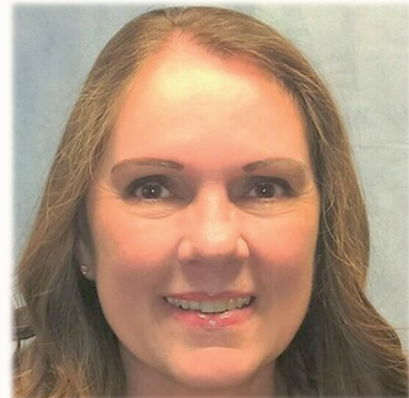


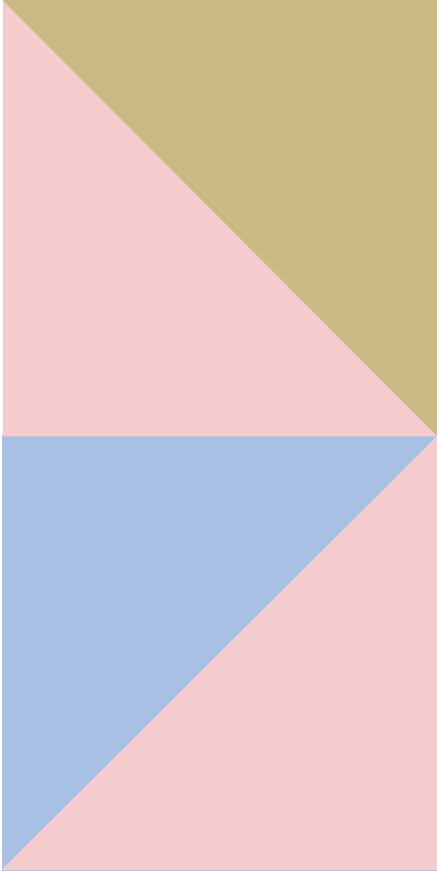
RICARDO GUAYDACAN
EMT
4 Years



5

LISA RODRIGUEZ
EMT
4 YEARS





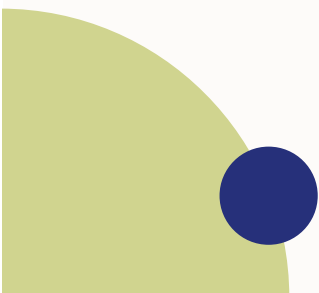
BRYAN SANTOS

Paramedic
4 Years



JIM WHITWORTH

Manager of Clinical Education &
Quality Improvement





REBECCA BARRON-GONZALEZ

Clinical Medical Assistant



The Board of Directors of the Del Puerto Health Care District

BOARD AGENDA ITEM – June 26, 2023

Supplemental Documents to Verbal Report 12D. Legislative Update

Attached are the following documents that address healthcare districts, California special districts, and national special districts' legislative activity.

- The Mitigation Fee Act's Five-Year Findings – provides information about the Nexus and Fiscal Reports necessary to remain compliant with California law.
- Association of California Healthcare Districts – May Legislative Update
- National Special District Coalition Update – seeking a common definition of “special districts”
- California Special Districts Association – white paper on Ballot Measures for Special Districts.



The Mitigation Fee Act's Five-Year Findings Requirement: Beware Costly Pitfalls

Friday, May 6, 2022

Glen Hansen, Senior Counsel, Abbott & Kindermann
Rick Jarvis, Managing Partner, Jarvis, Fay & Gibson

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**THE MITIGATION FEE ACT'S FIVE-YEAR FINDINGS REQUIREMENT:
BEWARE COSTLY PITFALLS**

presented at

**LEAGUE OF CALIFORNIA CITIES
2022 City Attorneys Spring Conference**

Friday, May 6, 2022, 9:00-10:15 a.m. General Session
Westin Carlsbad, Carlsbad, California

RICK W. JARVIS, Managing Partner, Jarvis, Fay & Gibson, LLP (Panelist)

GLEN HANSEN, Senior Counsel, Abbott & Kindermann, Inc. (Panelist)

ERIC DANLY, City Attorney, Petaluma (*Session Moderator*)

OVERVIEW

The Mitigation Fee Act (specifically Government Code section 66001, subdivision (d)) requires local agencies to adopt “five-year findings” accounting for development impact fee proceeds held unexpended for more than five years. It further provides that agencies must refund the moneys held if they fail to make the required findings. The statute is vaguely written, and recent court decisions have interpreted it in a draconian manner, suggesting that a local agency must automatically refund its development fee proceeds if the court determines the findings to be defective, without any chance for the agency to cure the defect. As a result, there appears to be an increase in lawsuits seeking such refunds.

Every city that has development fee proceeds collected and unexpended for more than five years faces the risk of such litigation, including arguments that it is too late for the city to cure any defects in its most-recent five-year findings and that it must automatically refund all of the retained funds. City attorneys and staff should scrutinize their most recently adopted five-year findings and, even more importantly, make sure to carefully review and “bullet-proof” the next five-year findings when those become due. In addition, the League of California Cities should seriously consider pursuing legislative reform to clarify existing requirements (perhaps working from recently-adopted legislation imposing new requirements for nexus studies, including a requirement to update them every eight years). In the meantime, municipal litigation counsel should strive to carefully brief these issues in currently pending appeals, to better educate the appellate courts and to hopefully succeed in obtaining rulings that are workable for public agencies and consistent with the Act’s purpose of offsetting the impacts of new development.

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The following analysis outlines the existing legal requirements, summarizes recent court decisions, and identifies potential areas for legislative reform.

ANALYSIS:

I. DEVELOPMENT FEES IMPOSED BY CITIES

A. Authority To Impose Development Fees

- Cities have the inherent police power to impose development impact fees on development projects. (*Associated Home Builders etc., Inc. v. City of Walnut Creek* (1971) 4 Cal.3d 633, 638; *Shappell Industries, Inc. v. Governing Board* (1991) 1 Cal.App.4th 218, 234.)
- Cities “commonly impose[]” such fees “in order to lessen the adverse impact of increased population generated by the development.” (*Russ Bldg. Partnership v. City and County of San Francisco* (1987) 199 Cal.App.3d 1496, 1504.)
- Such fees are “only fair” because the “developer has created a new, and cumulatively overwhelming, burden on local government facilities, and therefore ... should offset the additional responsibilities required of the public agency by the dedication of land, construction of improvements, or payment of fees, all needed to provide improvements and services required by the new development” (*Trent Meredith, Inc. v. City of Oxnard* (1981) 114 Cal.App.3d 317, 325.)

B. Limitations For Imposing Development Fees

- Federal Takings Jurisprudence – The U.S. Supreme Court has interpreted the Takings Clause to impose certain limitations on the ability of public agencies to impose exactions on development projects, so that they do not use their leverage over development approvals to require developers to give up property rights having nothing to do with their development impacts.
 - Nexus - *Nollan v. California Coastal Commission* (1987) 483 U.S. 825
 - Rough Proportionality - *Dolan v. City of Tigard* (1994) 512 U.S. 374
 - Applies to Monetary Exactions - *Koontz v. St. Johns River Water Management Dist.* (2013) 570 U.S. 595

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- California Constitution
 - Legislatively imposed development mitigation fees “*must bear a reasonable relationship, in both intended use and amount, to the deleterious public impact of the development.*” (*San Remo Hotel v. City and County of San Francisco* (2002) 27 Cal.4th 643, 671.)
- The Mitigation Fee Act (aka “AB 1600”) – Government Code §§ 66000 *et seq.* (“MFA”) – Discussed below.

II. MITIGATION FEE ACT REQUIREMENTS

A. MFA Requirements For Legislative Adoption

- The MFA essentially requires nexus findings for all legislatively-adopted development fees (Govt. Code § 66001, subd. (a)). The findings must:
 - Identify the purpose of the fee
 - Identify the use to which the fee is to be put
 - Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed
 - Determine how there is a reasonable relationship between the need for the public facilities to be funded by the fee and the type of development projects on which the fee is imposed
- Nexus studies (Govt. Code § 66016.5 [effective 1/1/22]) Originally, the term “nexus” or “nexus study” never actually appeared in the Mitigation Fee Act. However, the Legislature has now adopted new legal requirements for such nexus studies. The new nexus requirements:
 - Require identification of the existing level of service, the proposed new level of service, and an explanation why the new level of service is appropriate (where applicable)
 - Generally require fees on housing developments to be proportional to square footage unless the city makes findings in support of a different metric
 - Require adoption at public hearing with 30 days’ notice
 - Must be updated at least every 8 years, starting 1/1/22

B. MFA Requirements for Fee Imposition on Individual Development Projects

- If the development impact fees are imposed on a particular project based on a legislatively-adopted fee schedule, the requirements in Government Code

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section 66001, subdivision (a), apply, and not the requirements of subdivision (b):

- *See Garrick Development Co. v. Hayward Unified School Dist.* (1992) 3 Cal.App.4th 320, 336 [“Subdivisions (a) and (b) describe different stages of a fee imposition process. Subdivision (a)--which speaks of use and need in relation to a ‘type’ of development project and of agency action ‘establishing, increasing, or imposing’ fees--applies to an initial, quasi-legislative adoption of development fees. Subdivision (b)--which speaks of ‘imposing’ fees and of a reasonable relationship between the ‘amount’ of a fee and the ‘cost of the public facility or portion of [it] attributable to the development on which the fee is imposed’--applies to adjudicatory, case- by-case actions.”)]
- *See AMCAL Chico LLC v. Chico Unified School Dist.* (2020) 57 Cal.App.5th 122, 127 [“For a general fee applied to all new residential development, a site-specific showing is not required”]. *See also Tanimura & Antle Fresh Foods, Inc. v. Salinas Union High School Dist.* (2019) 34 Cal.App.5th 775, 786; *Cresta Bella Cresta Bella, LP v. Poway Unified School Dist.* (2013) 218 Cal.App.4th 438, 447.
- By comparison, if the development impact fees are imposed based on an administratively imposed (ad hoc) assessment, then subdivision (b) of section 66001 applies:
 - “In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.” (§ 66001(b).)
 - “At the time the local agency imposes a fee for public improvements on a specific development project, it shall identify the public improvement that the fee will be used to finance.” (§ 66006(f).)
- Developers have 90 days to protest and 180 days to bring an as-applied challenge.

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- Caveat: The 90-day exhaustion requirement and 180-day statute apply *ASSUMING* city has given developer written notice of protest rights under § 66020(d)(1)! Failure to give such notice of protest rights could toll the statute of limitations for bringing legal action challenging the fee (subject to potential laches defenses).
- § 66020 provides the exclusive method for making an “as applied” challenge to a development fee. (*Merkoh Associates, LLC v. Los Angeles Unified School Dist.* (2016) 245 Cal.App.4th 1031.)

C. MFA Requirements for Post-Collection Use and Accounting of Fee Revenues

- Development fee proceeds must be deposited in separate account or fund and be expended “solely for the purpose for which the fee was collected.” (§ 66006 (c).)
- Cities must adopt annual reports within 180 days of the close of each fiscal year (§ 66006 (b).):
 - Describing of the type of fee, its amount, and beginning and ending balance
 - Specifying the amounts collected during the year and interest earned
 - Listing each public improvement for which fees were expended, including the percentage of the project costs funded by the fees
 - Providing an approximate date by which construction of the improvements will commence, if sufficient funds have been collected
- Fee refund remedies (§ 66001(e), (f))
 - Once sufficient funds have been collected to complete financing of public improvements, cities have 180 days to identify an approximate date when construction will be commenced.
 - If a city does not identify an approximate construction commencement date, then it must refund the fees to the current property owners on a prorated basis, including accrued interest.
 - “By means consistent with the intent of this section, a local agency may refund the unexpended revenues by direct payment, by providing a temporary suspension of fees, or by any other reasonable means.”

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- If administrative costs of refunding fees exceed the amount to be refunded, the agency may hold a public hearing to determine how to allocate the revenues “for some other purpose for which fees are collected ... and which serves the project on which the fee was originally imposed.”

D. MFA’s Five-Year Findings Requirement

- Statutory five-year findings requirement (§ 66001(d)(1))
 - For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make specified findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted. The findings must:
 - A. Identify the purpose to which the fee is to be put.
 - B. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
 - C. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements ...
 - D. Designate the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.
 - Five-year findings “shall be made in connection with [the annual reporting under § 66006(b)].”
[§§66006(b) requires the report to be filed within 180 days of the end of the fiscal year]
- Refund remedies for failure to make five-year findings (§ 66001(d)(1))
 - “If the findings are not made as required by this subdivision, the local agency shall refund the moneys in the account or fund as provided in subdivision (e).”
 - In *Walker v. City of San Clemente* (2015) 239 Cal.App.4th 1350:

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- The city was ordered city to refund over \$10 million in development fees that had been collected over two decades to fund beach parking.
 - The city never developed any plan to use the funds.
 - The city had multiple studies conducted that concluded that there was no need for additional beach parking, but the city continued collecting the fee.
 - The court found that the “Five-Year Report” the city adopted failed to make the specified findings and “dodges the question.”
 - The court rejected challenges to prior expenditures to purchase a vacant lot and for administrative overhead costs – the city need only refund “unexpended” funds.
 - “The five-year findings requirement imposed a duty on the City to *reexamine* the need for the unexpended Beach Parking Impact Fees The City may not rely on findings it made 20 years earlier to justify the original establishment of the Beach Parking Impact Fee, or the findings it made 13 years earlier to justify reducing the amount of the fee. *Instead, the Act required the City to make new findings demonstrating a continuing need for beach parking improvements caused by the new development in the noncoastal zone.*”
 - The court held that the city was required to make the refunds without any opportunity to cure the defects.
- In *County of El Dorado v. Superior Court* (2019) 42 Cal.App.5th 620, 625-627:
- The court held that challenges to five-year findings seeking refunds are subject to a one-year statute of limitations, because the refunds are a “penalty or forfeiture” subject to Code of Civil Procedure section 340(a).
 - But the court also confusingly held that a claim for refund of development impact fee payments could be pursued after the running of the one-year statute of limitations based on the “continuous accrual doctrine.” (*County of El Dorado v. Superior Court, supra*, 42 Cal.App.5th at pp. 620, 627-628 [“If [plaintiff’s claim is] not made within one year of the deadline for findings, the plaintiff has only a limited remedy for the subsequent payments made within one year before filing a refund action, not the entire corpus existing at the time of the deadline. The County’s liability for failure to

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comply with its statutory duty is accordingly limited.”)]
This holding is troubling insofar as it seems to confuse the need to adopt findings for funds held more than five years with the ongoing collection of new development fees, which shouldn't be subject to any such findings requirements unless and until held for more than five years.

- Current issues and questions regarding Five-Year Findings (which could warrant statutory clarification from the Legislature):
 - Must cities make the five-year findings for all amounts in the fund, or only for amounts held for over five years as of the close of the fiscal year? The “plain language” of Section 65001(d) could be interpreted either way.
 - Are five-year findings required for any accounts that had some balance five years prior, even though the funds from five years ago have been fully expended, if a balance still exists in the fund five years later due to the collection of subsequently-paid fees?
 - If a refund is required, is a city required to refund all amounts held in the fund, or only amounts held for more than five years? What about amounts recently collected after the close of the fifth fiscal year?
 - Must cities conduct new nexus studies or other analysis in support of the five-year findings? (Presumably not since new Section 66016.5 only requires updated studies every eight years. However, note the language in *Walker v. City of San Clemente* that “the Act required the City to make new findings demonstrating a continuing need for beach parking improvements caused by the new development in the noncoastal zone.”)
 - The five-year findings are due within 180 days after the close of the fiscal year (typically, by December 27). If a city is late in making the findings, must it refund all the funds for which the findings were required?
 - If a court later determines that a city's five-year findings are legally inadequate, should the city be given the opportunity to cure any such inadequacy before being required to refund the funds?

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- What is the statute of limitations for challenging the adequacy of a city's five-year findings? While the court in *County of El Dorado* held that the statute of limitations is only one year, that holding is premised on a questionable finding that the refund requirement is analogous to a forfeiture or penalty. It is not clear whether other appellate courts will agree.

- Possible legislative reforms

Legislative reforms that could help cities accountably manage their development fee programs and avoid litigation and refund risks include:

- Clarifying the procedures for challenging five-year findings, including providing an opportunity to cure any procedural defects and setting forth a statute of limitations.
 - Removing any suggestion that the refund requirement is a “penalty or forfeiture”
 - Perhaps adding an administrative procedure that requires litigants to raise objections with the local agency before they are able to sue in court
- Clarifying accounting requirements for improvements included in capital improvement programs.
- Giving agencies more flexibility on how to address shifting infrastructure needs.
- Reconciling the requirement for “five-year findings” with the newly-adopted statutory requirement to update nexus studies every eight years, as set forth in Government Code section 66016.5 (effective 1/1/22)

LEGISLATIVE REPORT

ASSOCIATION OF CALIFORNIA HEALTHCARE DISTRICTS



ACHD

ACHD Legislative Report

[Access to Care](#) [Community Health](#) [Emergency, Pandemic & Disaster Preparedness](#) [Finance](#) [Labor Relations](#) [Local Government](#) [Patient Safety & Loss Prevention](#) [Public Works & Facilities](#) [Workers' Compensation](#)

Subject and Bill	Status	Position
Access to Care		
AB 4 (Arambula D) Covered California: expansion. Would expand access to Covered California regardless of immigration status.	ASSEMBLY APPR. 4/11/2023	Support
AB 242 (Wood D) Critical access hospitals: employment. Eliminates the sunset on the Critical Access Hospital (CAH) physician employment pilot.	ASSEMBLY CONSENT CALENDAR 3/29/2023	Support
AB 412 (Soria D) Distressed Hospital Loan Program. Establishes an emergency loan program for hospitals that are in immediate financial distress.	ASSEMBLY HEALTH 3/9/2023	Support
AB 632 (Gipson D) Health care coverage: prostate cancer screening. Prohibits cost sharing for prostate cancer screenings for specified enrollees.	ASSEMBLY APPR. 3/21/2023	Support
SB 282 (Eggman D) Medi-Cal: federally qualified health centers and rural health clinics. This bill would allow Federally Qualified Health Center (FQHCs) and Rural Health Clinics (RHCs) to bill Medi-Cal for two visit if a patient is provided mental health services on the same day they receive other medical services.	SENATE APPR. SUSPENSE FILE 4/10/2023	Support
SB 754 (Alvarado-Gil D) Communications: California High-Cost Fund-A Administrative Committee Fund program. Preserves funding to small telecom ISPS to ensure they continue to meet FCC requirements to provide broadband in rural areas.	SENATE APPR. 4/10/2023	Support
Community Health		
AB 583 (Wicks D) Birthing Justice for California Families Pilot Project. Establishes the Birthing Justice for California Families Pilot Project to remove the financial barrier to accessing doula care.	ASSEMBLY APPR. 4/11/2023	Support
AB 1060 (Ortega D) Health care coverage: naloxone hydrochloride. Would make legislative findings relating to developments within the United States Food and Drug Administration (FDA) on potentially approving a certain naloxone hydrochloride nasal spray for nonprescription use.	ASSEMBLY HEALTH 3/16/2023	Support
AB 1202 (Lackey R) Medi-Cal: time or distance standards: children's health care services. This bill would require the department to determine information on disparities for Medi-Cal beneficiaries that are children, pregnant, or postpartum for the 2019, 2020, and 2021 calendars years.	ASSEMBLY APPR. 3/21/2023	Support
Emergency, Pandemic & Disaster Preparedness		
AB 40 (Rodriguez D) Emergency medical services. Establishes a statewide 20 minute APOT standard.	ASSEMBLY HEALTH 3/27/2023	Oppose unless Amended
AB 296 (Rodriguez D) Office of Emergency Services: 9-1-1 Public Education Campaign. Establishes the 911 Public Education Campaign to educate the public on when it's appropriate to call 9-1-1 for assistance.	ASSEMBLY C. & C. 3/27/2023	Support
AB 1168 (Bennett D) Emergency medical services (EMS): prehospital EMS. Fractures the delivery of emergency medical services.	ASSEMBLY EMERGENCY MANAGEMENT 4/11/2023	Oppose
Finance		
AB 412 (Soria D) Distressed Hospital Loan Program. Establishes an emergency loan program for hospitals that are in immediate financial distress.	ASSEMBLY HEALTH 3/9/2023	Support
Labor Relations		
AB 504 (Reyes D) State and local public employees: labor relations: disputes. Would provide that it is not unlawful or a cause for discipline for a state or local public employee to refuse to enter a building or work with an employer that is involved in a primary labor dispute.	ASSEMBLY JUD. 4/12/2023	Oppose
AB 524 (Wicks D) Discrimination: family caregiver status. Creates a broad new protected class under FEHA: employees with family caregiver status, which would include any employee who	ASSEMBLY APPR. 4/12/2023	Oppose

“contributes” to the care of any person of their choosing.		
AB 1484 (Zbur D) Temporary public employees. Would prevent public providers covered under a collective bargaining agreement from utilizing temporary employees.	ASSEMBLY APPR. 4/12/2023	Oppose
AB 1577 (Low D) General acute care hospitals: clinical placements: nursing. Would require a general acute care hospital, as a condition of licensure, to provide clinical placements for postsecondary educational students enrolled in an approved school of nursing or an approved program of nursing education.	ASSEMBLY HEALTH 3/23/2023	Oppose
SB 399 (Wahab D) Employer communications: intimidation. Would prohibit employer speech regarding religious and political matters, including unionization.	SENATE L., P.E. & R. 2/22/2023	Oppose
SB 525 (Durazo D) Minimum wage: health care workers. Would mandate a statewide \$25 minimum wage for all health care workers in any health care setting.	SENATE L., P.E. & R. 2/22/2023	Oppose
SB 627 (Smallwood-Cuevas D) Displaced workers: notice: retention and transfer. Would require employers to hire based on seniority alone for nearly every industry and eliminates contracts for at-will employment.	SENATE L., P.E. & R. 3/1/2023	Oppose
SB 784 (Becker D) Health care districts: employment. Would allow district hospitals to directly employ physicians.	SENATE B., P. & E.D. 3/29/2023	Sponsor
SB 809 (Smallwood-Cuevas D) California Fair Employment and Housing Act: Fair Chance Act of 2023: conviction history. Would prohibit consideration of conviction history of an applicant or existing employee in employment decisions.	SENATE JUD. 3/1/2023	Oppose
Local Government		
AB 817 (Pacheco D) Open meetings: teleconferencing: subsidiary body. Authorizes local boards, commissions, subcommittees, etc. to meet remotely.	ASSEMBLY L. GOV. 3/16/2023	Support
SB 34 (Umberg D) Surplus land disposal: violations: Orange County. Would require the County of Orange, if notified by the department that its planned sale or lease of surplus land is in violation of existing law, to cure or correct the alleged violation within 60 days until 2030.	SENATE GOV. & F. 1/18/2023	Oppose unless Amended
SB 229 (Umberg D) Surplus land: disposal of property: violations: public meeting. This bill would require a local agency that has received a notification of violation from the department to hold an open and public session to review and consider the substance of the notice of violation.	SENATE GOV. & F. 2/1/2023	Oppose unless Amended
SB 532 (Wiener D) Ballot measures: local taxes. Amends the local ballot label issue created by AB 195 (Oberholte) in 2017.	SENATE E. & C.A. 4/12/2023	Support
SB 747 (Caballero D) Land use: economic development: surplus land. This bill would authorize a local agency to administratively declare that land is exempt surplus land.	SENATE RLS. 4/12/2023	Support if Amended
Patient Safety & Loss Prevention		
AB 33 (Bains D) Fentanyl Addiction and Overdose Prevention Task Force. Establishes the Fentanyl Addiction and Overdose Prevention Task Force to combat the growing fentanyl crisis.	ASSEMBLY PUB. S. 3/21/2023	Support
Public Works & Facilities		
AB 286 (Wood D) Broadband infrastructure: mapping. Would require the Public Utilities Commission to map and provide broadband service information for every address in the state.	ASSEMBLY APPR. 3/29/2023	Support
AB 869 (Wood D) Hospitals: seismic safety compliance. Would offer relief to qualifying small, rural, and public district hospitals with regard to meeting the Hospital Seismic Safety Act 2030 deadline.	ASSEMBLY APPR. 3/21/2023	Support
AB 1392 (Rodriguez D) Hospitals: procurement contracts. Requires the Department of Health Care Access and Information (HCAI) to require hospitals to annually submit a detailed and verifiable plan, instead of the above-described report, for increasing procurement from minority, women, LGBT, and disabled veteran business enterprises.	ASSEMBLY APPR. 4/11/2023	Oppose unless Amended
SB 65 (Ochoa Bogh R) Behavioral Health Continuum Infrastructure Program. Establishes the Behavioral Health Continuum Infrastructure Program under the Department of Health Care Services.	SENATE APPR. SUSPENSE FILE 4/10/2023	Support
Workers' Compensation		
AB 597 (Rodriguez D) Workers' compensation: first responders: post-traumatic stress. Expands the current workers' compensation presumption for Post Traumatic Stress Disorder (PTSD) to emergency medical technicians (EMT) and paramedics.	ASSEMBLY INS. 2/17/2023	Oppose
AB 1156 (Bonta D) Workers' compensation: hospital employees. Would create a workers' compensation presumption for hospital employees who provide direct patient care, with infectious disease, cancer, musculoskeletal injury, post-traumatic stress disorder, respiratory disease, including COVID-19, claims.	ASSEMBLY INS. 3/2/2023	Oppose
AB 1213 (Ortega D) Workers' compensation: aggregate disability payments. Complicates an already onerous claims-handling process and creates a disincentive for medical providers to comply with medical standards prescribed by the State of California.	ASSEMBLY INS. 3/2/2023	Oppose

Karin Freese

From: National Special Districts Coalition <thefergusongroup@thefergusongroup.ccsend.com> on behalf of National Special Districts Coalition <colek+nationalspecialdistricts.org@ccsend.com>
Sent: Tuesday, May 16, 2023 10:20 AM
To: Karin Freese
Subject: Advancing Top Priority, NSDC Formally Proposes Federal Definition of 'Special District'

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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For Immediate Release: May 16, 2023

WASHINGTON, D.C. - The National Special Districts Coalition (NSDC) announced last Wednesday its proposed federal definition of "special district," marking a pivotal step in the organization's top federal policy priority.

Despite approximately 35,000 special districts providing essential local government services to millions of Americans, there is no single definition for "special district." The absence has led to inconsistencies in how special districts are referenced as eligible for federal programs and additional hardship to access federally-sourced assistance for infrastructure projects and community programs.

The NSDC Executive Committee unanimously approved the definition, which a working group of the nation's special district leaders crafted and submitted. NSDC's proposed federal definition of "special district" reads:

"Special District" – A political subdivision of a State, with specified boundaries, created pursuant to general law or act of the State, for the purpose of performing limited and specific governmental or proprietary functions, except that is not a school district, college, county, city, town, township, village, parish, borough, or other general purpose unit of government.

The NSDC-proposed definition will be the cornerstone of future Coalition advocacy on the subject. Federal special district advocates aim to secure the definition to set a benchmark for the term. Meanwhile, advocacy will continue to ensure special districts are eligible for relevant federal programs soon to be considered for reauthorization or in pertinent legislation proposing new programs to assist local government services.

While an early definition was legislatively posed in the 116th and 117th Congresses with the [Special Districts Provide Essential Services Act](#), the nation's special district leaders and stakeholders recognized a need in early 2023 to revisit the [previous definition](#) with greater engagement as the Coalition has developed, with more dedicated time, and with additional discussion and deeper analysis.

“This definition is the culmination of three years of nationwide outreach, coalition building, research, and of promoting awareness of special district services to members of Congress and the Executive Branch – with more work to do ahead,” said Neil McCormick, NSDC Chairman and California Special Districts Association Chief Executive Officer. “A special thank you to members of NSDC’s working group and all supporting partners for their dedication to this effort. The Coalition looks forward to working with grassroots, state, and national special districts stakeholders as well as fellow local government organizations to ensure special districts are defined, understood, and may experience greater access to federally-funded programs for local government.”

“This proposal has been a long time in the making, and the National Special Districts Coalition is excited to advance and place the definition of ‘special district’ in federal law,” said Ann Terry, NSDC Vice-Chair and Special Districts Association of Colorado Executive Director. “With this well-vetted, solid definition, the Coalition will move to ensure special districts are able to access federal resources to robustly provide essential services in their communities.”

The NSDC Working Group to Define “Special District” was comprised of [special district leaders and stakeholders](#) from Arizona, California, Colorado, Florida, Oregon, South Carolina, Utah, Washington, and Wyoming. The working group rigorously examined how special districts fit within the structures of local government across state lines, received input from the NSDC Advocacy Team ([TFG](#) and [Paragon Government Relations](#)), and met with U.S. Census Bureau representatives for deeper discussions on how the federal government classifies special districts in its local government statistics.

[Special districts are local governments](#) created by a community to perform a specific service, or services, that another unit of government is not otherwise providing. Special districts have their own tax and revenue base, may issue bonds, and are overseen by locally-elected or locally-appointed boards of directors. Common services special districts provide include drinking water, wastewater treatment, fire protection, emergency response, port and harbor, hospital, irrigation, electricity, park and recreation, library, resource conservation, airport, cemetery, mosquito abatement, transit, flood control, and more.

The [National Special Districts Coalition](#) is the only national organization federally representing and advocating for all special districts. The Coalition strives to advocate for elevate awareness of the nation’s special districts and the critical, essential services they provide in thousands of communities to millions of Americans.

Members of the National Special Districts Coalition include:

California Special Districts Association
 Special Districts Association of Colorado
 Florida Association of Special Districts
 Special Districts Association of Oregon

South Carolina Association of Special Purpose Districts
Utah Association of Special Districts
Wyoming Association of Special Districts
Arizona Fire Districts Association
Association of Washington Public Hospital Districts
Washington Association of Sewer and Water Districts
Washington Fire Commissioners Association
Washington Public Utility Districts Association

The National Special Districts Association appreciates affiliate support from Public Trust Advisors, Streamline, EveryLibrary Institute, and Roach & Associates, PLLC.

For more information on efforts to federally define “special district” and questions on how to get involved with the Coalition, contact Cole Arreola-Karr, NSDC Federal Advocacy Director,



Cole Arreola-Karr
Federal Advocacy Director
National Special Districts Coalition
colek@nationalspecialdistricts.org

www.nationalspecialdistricts.org

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[Unsubscribe karin.freese@dphealth.org](mailto:karin.freese@dphealth.org)

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California Special Districts Association

GUIDELINES FOR SPECIAL DISTRICTS REGARDING BALLOT MEASURES

I. General Rule-Information, Not Advocacy; Explanation Not Promotion

- Special districts may not spend money to support or oppose ballot measures placed before the electorate. It is permissible, however, for special districts to expend public funds for informational purposes to provide the public with a “fair presentation” of the facts relating to a ballot measure which directly concerns the special district. It is also permissible for special districts to formally adopt a position on a ballot measure and educate the public on the measure, its impacts on the district, and the basis for the district’s position.
- If public funds or special district equipment or facilities are used to provide information regarding a ballot measure, that information provided by the special district must be accurate and balanced and represent supporting as well as opposing views.
- However, if a special district has formally adopted a position on a ballot measure, and is **responding to a request** from the public, the media, or some other source to explain the district’s position, then the district may merely state and explain the district’s position without being obligated to present all possible views on the issue.
- Special district employees and directors retain their free speech guarantees to express their personal viewpoints on any ballot measure. The right of free speech is not forfeited because of any association with a special district. Therefore, special district employees and Board members may express their personal opinion on ballot measures and urge the support or opposition to a ballot measure in a public forum **so long as no public funds are expended**, including district reimbursement of a district employee or Board member’s expenses incurred making such a presentation. If a district’s funds or facilities are involved in any way in the activity of an employee or director with respect to a ballot measure, that individual will be deemed to be acting as a representative of the district and will be required to limit his or her comments to a balanced, factual presentation containing supporting as well as opposing views.

II. Permissible Activities

The law allows special districts to expend public funds to take the following actions regarding a ballot measure:

- Expend public funds for the purpose of formulating and drafting a proposed initiative and securing appropriate initiative sponsors.
- Adopt a formal position in support of or in opposition to a ballot measure at an open meeting of the special district. Representatives may also respond to requests for explanation of the district's position by merely stating and explaining the district's position without being obligated to explain all sides of the issue.
- If a district is initiating a presentation or information piece regarding a ballot measure, a special district may notify the public, media and others of the district's position through news releases, bulletins or other vehicles at public expense that are informational and balanced but do not advocate a yes or no vote, or contain language which indicates that the district is "taking sides" with respect to the ballot measure.
- In addition to informing the public of the district's position with respect to a ballot measure, the district may expend public funds, without taking a formal position on the ballot measure, to initiate, prepare and distribute factual, balanced information on a ballot measure to the public and other organizations, which material should represent both pro and con viewpoints in a fair manner.
- Special district representatives may respond to inquiries from the media, the public, or other organizations about the impact of a measure on the district as long as such response is factual and does not advocate a position.
- Special district representatives may participate in forums or debates on a ballot measure at public expense if all views are represented.
- Special districts may sponsor forums or debates on a ballot measure at public expense if all views are represented. If only one side is able to attend, districts should be prepared to document the fact that opponents were actually invited.
- District staff and elected officials may meet with newspaper editors and other groups to objectively explain a ballot measure's impact on the district, as long as such explanations do not advocate a position on the ballot measure.
- Special district Board members and employees may participate in forums or debates and advocate a position if it is expressly stated that they are speaking in their personal capacity, and that no public agency funds, expense reimbursements or

facilities are being utilized for such advocacy.

- Upon request, special district Board members and employees are free to explain their personal views of a ballot measure.

III. Prohibited Activities

Pursuant to state law special districts may not engage in the following activities:

- Use public funds to purchase such items as bumper stickers, posters, advertising, or television or radio “spots” as well as the dissemination at public expense of campaign literature prepared by private proponents or opponents of a measure, or otherwise spend public money to clearly advocate a yes or no vote on a ballot measure.
- Use public funds to contribute to a campaign supporting or opposing a ballot measure.
- Expend public funds or utilize public facilities such as photocopy machines, facsimile machines, computer e-mail, etc., or office supplies or staff time in connection with any activity designed to support or oppose a ballot measure; expend public funds to attempt to influence voters to qualify a ballot measure, including utilizing public funds to gather signatures for the ballot measure. Utilizing public funds to secure signatures to qualify the ballot measure has been held to constitute “improper advocacy”.

IV. Additional Guidelines to Avoid Advocacy

- Timing, Style and Tenor of the Publication

To avoid the appearance of advocacy, special districts need to analyze the timing, style and tenor of their publications with respect to ballot measures. Several court decisions and attorney general opinions have found publicly financed brochures or newspaper advertisements that contain only relevant factual information and which refrain from asking voters to vote in a particular way to constitute improper expenditure of public funds for ballot measure advocacy because the publication is sent within two weeks prior to the date of election. Any items mailed in the last two weeks before an election may be found to constitute improper expenditures because they appear to be primarily designed to influence voters, and not to convey information.

Regarding the style of the publication, if the explanation of impacts of a ballot measure on a district contains only the significant adverse impacts and fails to disclose other less serious impacts, it may be found that the purpose of the publication was to influence voters rather than to inform voters.

Hiring a public relations firm to promote a measure and prepare publications for the district may be considered evidence of an attempt to influence voters, rather than inform them.

A call for action urging the public simply to vote, without urging a particular vote, may, under certain circumstances, be found to be improper advocacy.

A high volume of mailed brochures may be found to go beyond responding to requests for information from the public and be considered an attempt to influence voters.

In order to avoid the impression that materials are being sent to influence the public, publications should contain information on opposing viewpoints.

- Full Disclosure

Special districts need to insure that any materials they produce provide a factual and complete presentation of the ballot measure and its positive as well as negative impacts on the district, as well as a full explanation of the pros and cons if the publication is initiated by the district, rather than formulated in response to a request for information.

- Choosing the Appropriate Vehicle for Publication

Special districts may produce special publications or materials regarding ballot measures, but the use of existing newsletters or other forms of communication to educate the public about a ballot measure is considered by the FPPC to be more indicative of an informational piece, as opposed to a promotional piece.

- Use of Disclaimers

Special districts may wish to include a disclaimer on any printed materials that states the materials being provided are for informational purposes only and are not meant to advocate a yes or no vote on the ballot measure.

- Consult Legal Counsel

Because the legal principles in this area of law change frequently, special districts should consult their legal counsel for guidance with respect to any activities relating to ballot measures, particularly printed materials distributed to the public, and the use of public funds to finance speakers with respect to the ballot measure. This fact sheet is meant only to be general guidance and is not legal advice.



May-June 2023 Ambulance Report

On May 22, PDA welcomed Jim Whitworth to our team as the new Quality Assurance Manager. Jim is working with Chantale to learn the details of the position. There were several trauma case reviews and cardiac arrest reviews in the past two weeks. It should be noted that all cardiac arrests receive a high level of review, including detailed analysis of the cardiac monitor event data to ensure the highest level of care was provided.

PDA teamed up with the Health Center to staff the Apricot Fiesta First-Aid booth and provide EMS coverage for the event. Patterson had 4 units staffed (3-ALS and 1-BLS) during the event. I was there supervising EMS operations. EMS is unpredictable, and the three days of the Apricot Fiesta proved that fact. On Friday, June 2, we had 6 responses. This is typically a busy evening. On Saturday, June 3, PDA had 33 responses (which is a new all-time high in a 24-hour period). The Saturday numbers do not include the "assess and treat" patients at the Fiesta that did not get transported. Then on Sunday, June 4, we had 10 responses. If only people planned/scheduled their emergencies.

Jim and I attended the Zoll conference in Denver Colorado last week. We participated in sessions that allowed us to provide developers with feedback that guides enhancements to the next versions of our PCR software. There was a lot of good information specific to quality improvements in EMS. The networking is also a huge opportunity. Jim and I gained connections with peers and strengthened Zoll staff connections. I count the week well worth the trip.

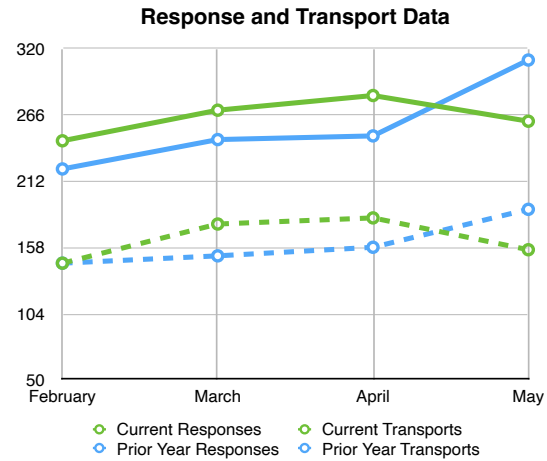
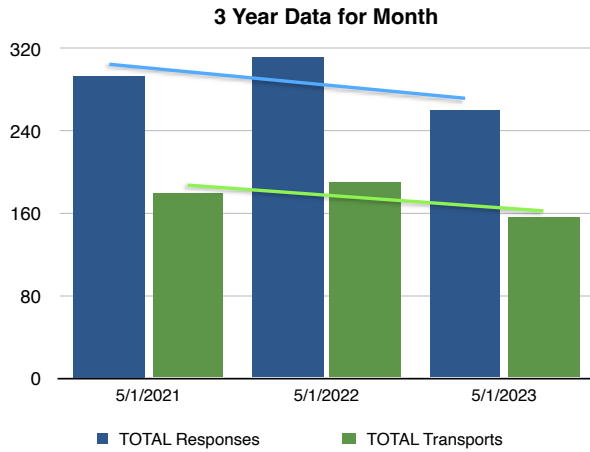
Response and Transport

PDA had 261 responses in May, with 156 transports. The transport number is down from the previous two years, in May 2021 294 responses and 181 transports, May 2022 311 responses and 189 transports. The EMS system implementation of a BLS tier and other system dispatch modifications decreased mutual aid responses for AMR in Modesto, Ceres, and Turlock. 88% of our responses were in the PDA response area, while 5% were in AMR areas, and 7% were in the Westside district.

Westside continues struggling to maintain 24x7 staffing for two ALS ambulances, increasing our post moves to cover their district. Their staffing is a bit of a wildcard as we don't often know what will happen staffing-wise until it occurs. Another downside to Westside's understaffing is that it reduces their capacity to post for us, which increases the time that Patterson is without ambulance coverage when all PDA crews are committed. As always, PDA will do whatever we can to provide the best EMS service for the entire westside.

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

	P91	P92	P93	P94	WS	AMR	PDA TOTALS	Other TOTALS	GRAND TOTALS
Responses	122	124	36	0	13	15	282	28	310
Transports	75	81	26	0	9	11	182	20	202
Transport %	61.48%	65.32%	72.22%	0.00%	69.23%	73.33%	64.54%	71.43%	65.16%
Cancelled Response									
Adjusted Transport %	61.48%	65.32%	72.22%	0.00%					



Mutual Aid Responses

	Westside		AMR	
	Responses	Transports	Responses	Transports
INTO District	6	5	1	1
OUT of District	9	6	29	11

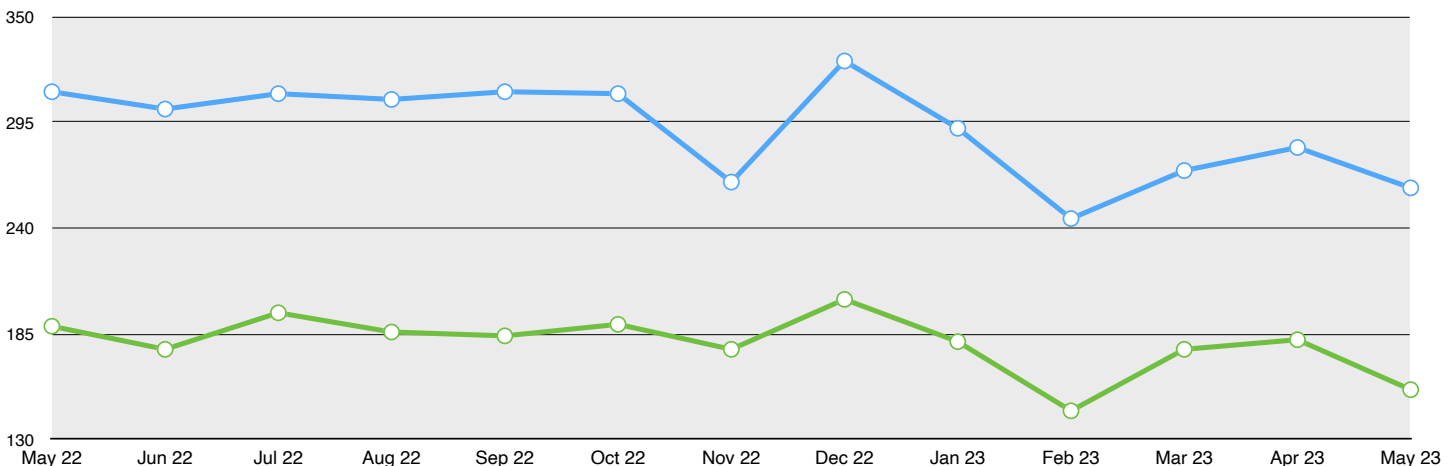
PDA In District Response %

Last Month %	This Month %	NET Change %
93.75%		0.00%

Rolling Compliance Periods - Snapshot on <Pending>

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

Rolling 12 Months - Responses / Transports



DEL PUERTO HEALTH CENTER

Suzie Benitez / Health Center Manager- May 2023

Clinical Laboratory Improvement (CLIA) Testing

A comparison of the federal Rural Health Clinic requirements vs. what Del Puerto Health Center currently offers.

Rural Health Centers (Required)

1. Urinalysis
2. Pregnancy Test
3. Blood Glucose
4. Hemoglobin
5. Hemocult test

Del Puerto Health Center Provides

1. Urinalysis
2. Pregnancy Test
3. Blood Glucose
4. Hemoglobin
5. Hemocult test
6. Respiratory syncytial virus (RSV)
7. Strep Test
8. 12 Panel Drug Screen
9. Alcohol Saliva
10. COVID/Influenza
11. PT/INR
12. Lead Test
13. Hemoglobin A1c

Historic Patient Encounters for the month May

Year	# of encounters	Increase over the prior year
2020	682	-
2021	848	24%
2022	1,185	40%
2023	1,306	10%

Collaborative effort with Medi-Cal health plans

- Actively working with health plans with Medi-Cal Redetermination (i.e., process where presumed eligible enrollees must validate their qualifications to continue their Medi-Cal enrollment).
- To establish days where a Mobile Mammography unit will provide mammograms at DPHC

New Healthcare Effectiveness Data and Information Set (HEDIS) Measure Requirements during Annual Visits

- HEDIS measures demonstrate that providers deliver standard care for different diseases or health conditions. Implementation of new measures includes the following:
 1. Depression Remission or Response for Adolescents and Adults
 2. Depression Screening and Follow Up for Adolescents and Adults
 3. Follow-Up After Emergency Department Visit for Mental Illness
 4. Follow-Up After Emergency department Visit for Substance Abuse
 5. Developmental Screening in the First Three Years of Life
 6. Topical Fluoride for Children
 7. Asthma Medication Ratio
 8. Initial Healthy Appointment

Reporting > Practice NPS


January 1, 1970 - June 23, 2023

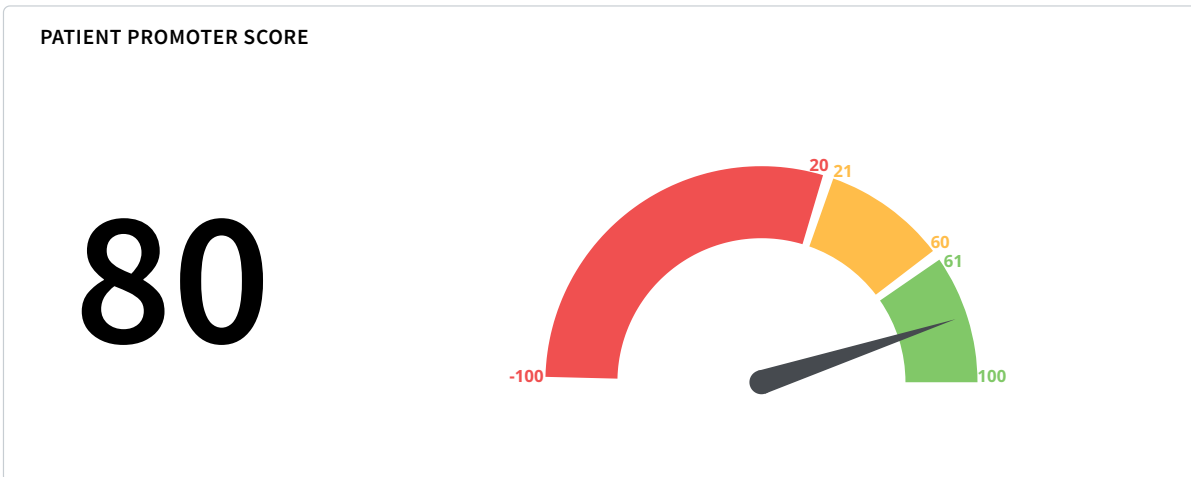
Check

- Home
- Messages
- Alerts
- Reports
- Settings

 **393 | 85.6%**
Promoters

 **41 | 8.9%**
Passives

 **25 | 5.4%**
Detractors



Surveys Delivered
3366

Responses 14%
459

Patient Feedback 6%
194

Email 47% Text 53%
215 **244**

Del Puerto Health Center

Refresh

- Home
- Messages
- Alerts
- Reports
- Settings

Responses

Promoters	Passives	Detractors
382 86%	41 9%	24 5%

Surveys

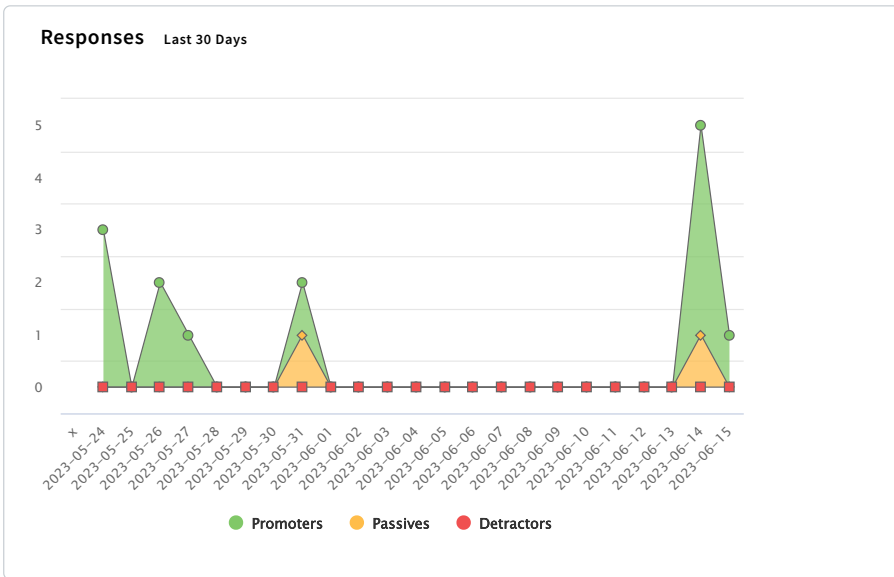
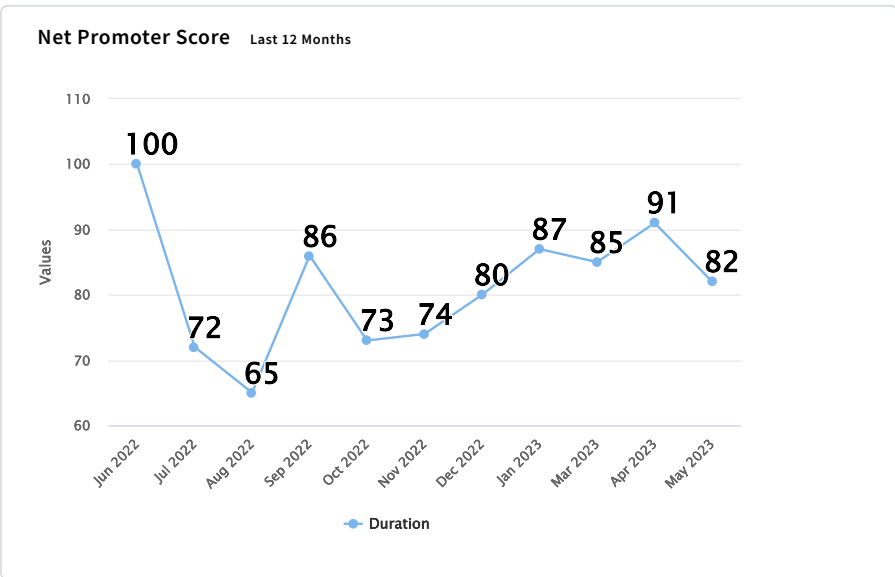
Sent	Responses	Feedback
3366	447 13%	198 6%

Alerts

Yesterday	Last 7 Days	Last 30 Days	>>> Alerts / Review My Cases (/prs/my_cases)
0	0	0	

Track Reviews

Yelp	Facebook	Google	Total
2	1	2	5



Del Puerto Health Care District

Chief Executive Report – June 26, 2023

Karin Freese

Financial Summary Report in Board Packet

- Current cash assets are \$4.0 million, accounts receivable are \$766,000, and current liabilities (i.e., payroll, paid time off, accounts payable) total \$552,000.
- Net Income for the fiscal year as of April 30, 2023, is \$987,000
- Year-to-date revenue is 54% higher than in the same period last year.
- \$800k cash transferred to CLASS fund per board direction for higher earnings.

Administration

- Annual Review of Management Staff to be completed by the month's end.
- While the finance committee has reviewed projected expenses for FY 2023-24. The district is still awaiting information from the State of California on reimbursement rates for Medi-Cal ambulance transports in CY 2024 and the requested encounter rate increase under the Medi-Cal prospective payment system (PPS) for Medi-Cal visits. Therefore while a tentative budget review is offered, the budget approval process will extend into July 2023.

Health Center

- Ongoing discussions with Valley MRI to bring imaging to the West Side this summer.
- Still waiting for the state audit of our health center costs to receive an updated prospective payment system encounter rate to estimate FY2023-24 health center revenue.

Ambulance

- Total ambulance transports are a similar volume as last year, but total PDA hours paid are 12% greater. This is a result of needing to schedule coverage for potential gaps in West Side Ambulance failing to staff both of their ambulances 16% of the time.
- Still waiting for the Public Provider – Ground Emergency Medical Transportation – Inter-Governmental Transportation (PP-GEMT-IGT) increased payments for Medi-Cal transports to be forwarded to us by the Payers (i.e., primary Health Plan of San Joaquin and Health Net).

Legislation/Advocacy

- See attached documents for your information:
 - ACHD Legislative Update,
 - National Special District Coalition Update, and a
 - CSDA white paper on ballot measures.
- The current California Legislative session ends on September 14, 2023.
- Our building fund budget requests are still under consideration for inclusion in the FY 2023-24 federal and state budgets.

Community:

- Participated in Apricot Fiesta and noticed gaps in our public presentation of the district, which led to the formation of an Event Planning Committee. The objectives include:

Del Puerto Health Care District

- Create an annual calendar of community events AMB or HC presence, or a Board Member presentation.
- Upon conclusion of rebranding, invest in the necessary booth infrastructure for a professional presentation including two branded square popup tents and four branded table skirts
- Create multiple 24"x36" information posters (we already have two sandwich board poster stands to display them at different events).
- Create "special event supply boxes" that can be resupplied, stored, and kept ready-to-go, rather than scrambling at the last minute.
- Identify appropriate promotional giveaways and create an annual budget for these items.
- Create job descriptions for employees who staff booths at special events,
- Create educational programs that can be packaged and used multiple times.
- Next Community Event – *PJUSD Back-to-School Block Party* on Saturday, August 5
 - Games (spin the wheel for a prize)
 - Will order "back-to-school" branded giveaways, such as:
 - Chargers, USB connector, power banks, screen cleaner, touchscreen stylus
 - Branded Jump ropes, four square balls, hula hoops, hacky sac,
 - Infant, preschool, and toddler-safe toys

Strategic Planning:

- In the process of formulating strategies identified by the Board of Directors into SMART Goals and Objectives.

Policy Drafts for Board Review

- The following draft District policy is provided to the Board for their review and input. This policy will be added to the next Board of Directors Meeting for consideration to adopt:
 - Requests for Sponsorships and Community Event Tickets

DEL PUERTO HEALTH CARE DISTRICT
POLICY AND PROCEDURE

SECTION: FINANCE
POLICY NUMBER: 2151
PAGE: 1/3

SPONSORSHIPS & COMMUNITY EVENT TICKET PURCHASES		EFFECTIVE DATE
		TBD
REVIEW DATE:	REVISION DATE:	
POLICY SOURCE: ACHD, CSDA, California Health & Safety Code Section 32139		

PURPOSE

Del Puerto Health Care District recognizes the importance of actively engaging with the local community to promote health and well-being. Active engagement can be through event sponsorship or purchasing event tickets so representatives of the District may attend. As part of our commitment to social responsibility and support of our communities, we have established this Sponsorship and Event Attendance Policy to provide guidelines and criteria for supporting community activities. This policy aims to ensure that our community support sponsorship or event attendance aligns with our organizational vision, mission, and strategic objectives.

OBJECTIVES

The primary objectives of our sponsorship and ticket purchase program are:

- To enhance the health and well-being of the community we serve.
- To promote health education and awareness.
- To support community initiatives that align with our mission and values.
- To foster positive relationships with community organizations and stakeholders.
- To be recognized as a responsible corporate citizen.

POLICY

The Del Puerto Health Care District may sponsor events up to \$1,000 per occurrence, not exceeding the budget set by the Board of Directors in any fiscal year. A strong preference is health-related or ticket purchases, but as a good community citizen, this policy acknowledges there may be other opportunities to advertise the District in the communities we support through non-health-related activities.

Additionally, the Board and CEO may purchase tickets to fundraising events or other community events if at most \$300 is spent per event, and the total for event attendance is no more than \$3,000 annually. The CEO will report on any events sponsored or attended as part of the CEO report at each Board Meeting, including who attended representing the District and the event's purpose.

Types of Sponsorships:

We consider various types of sponsorships, including but not limited to:

- Events: Support for health-related conferences, seminars, workshops, and community health fairs that are within or near the district.
- Programs: Sponsorship for health education initiatives, preventive healthcare programs, or initiatives targeting specific populations.
- Community

Types of Ticket Purchases:

SPONSORSHIPS & COMMUNITY EVENT TICKET PURCHASES	EFFECTIVE DATE
	TBD

Ticket purchases may be made within the annual budgeted amount and not exceeding the limit per event, for events that do not conflict with the district's vision, mission, and strategic priorities and demonstrate support of programs and partners within our community.

Disallowed District Sponsorships and Ticket Purchases:

District sponsorship and ticket purchases may not be made for political candidates or political party events. However, this policy does not limit any staff or Board member from participating in such activities at their personal expense.

PROCEDURE

Budget and Resources

DPHCD allocates a specific budget annually for sponsorships and ticket purchases. The available funds will be distributed based on the merits and alignment of each request with our objectives and eligibility criteria. While the maximum sponsorship or ticket purchase per event is established by policy, the budget may vary from year to year. It will be determined by the district's financial capabilities and the Board of Directors through the budgeting process.

Eligibility Criteria:

To be considered for sponsorship or event ticket purchase, community activities must meet the following criteria:

- The activity aligns with our mission and values, focusing on health and well-being.
- The activity benefits a community within our district.
- The activity demonstrates sound governance, financial responsibility, and compliance with relevant laws and regulations.
- The activity provides a mutually beneficial partnership opportunity for both parties.
- In return for DPHCD sponsorship support, the organization should provide the following:
 - Recognition of DPHCD's sponsorship, including our logo(s) and acknowledgment in event materials, press releases, and social media platforms.
 - An opportunity to participate in the sponsored activity through speaking engagements, workshops, or other forms of engagement.

Sponsorship Evaluation Process

To ensure a fair and transparent evaluation process, the following steps will be taken:

- All sponsorship requests must be submitted in writing using the designated application form, available on our website or through our district office.
- A sponsorship committee of representatives from relevant departments will review and assess each request based on the eligibility criteria.
- The sponsorship committee will evaluate the potential impact, alignment with our mission, available budget, and overall benefit to the community.
- The sponsorship committee's decision will be communicated to the applicant within a reasonable timeframe.
- If approved, a sponsorship agreement will be developed, outlining the terms and conditions of the sponsorship.

SPONSORSHIPS & COMMUNITY EVENT TICKET PURCHASES	EFFECTIVE DATE
	TBD

Sponsorship Agreement

Once a sponsorship request is approved, a letter, email, or event form will be exchanged between DPHCD and the recipient organization, outlining the sponsorship's terms, conditions, and expectations. This document should include the level of the sponsorship, the cash or in-kind value provided by the district, recognition that will be provided for the District, and any additional responsibilities of each party.

Post Event Report

At the conclusion of the event, a report shall be made in the CEO's monthly report to the Board of Directors, evaluating the sponsorship opportunity and net result to the community.

Review and Evaluation

This sponsorship and community event ticket policy will be periodically reviewed and evaluated to ensure its effectiveness and alignment with our organizational goals. Feedback from sponsored activities and the community will be considered for future improvements and adjustments.



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Patterson, CA. 95363

Phone 209-892-8781
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May 25, 2023

The Honorable Alex Padilla
United State Senate
B03 Russell Senate Office Building
Washington, DC 20510

Dear Senator Padilla:

Please accept my thanks on behalf of the Del Puerto Health Care District Board of Directors for all your support to secure funding for our administrative office and ambulance facility project during the Fiscal Year 2024 appropriations process.

We value your dedication to meeting the urgent healthcare needs of the west side of Stanislaus County. This project will enable us to accommodate the rapidly expanding population in the greater Patterson area. Modernized facilities encourage innovative thinking, enhance patient care, and aid recruitment of vital medical professionals.

Wide-ranging effects will result from this funding. It will improve many people's lives and the lives of their families for years to come while strengthening our healthcare district. New and expanded facilities will enhance our capacity for emergency services.

Senator Padilla, the Board of Directors and I thank you once more for your support and awareness of the significance of the construction project for the healthcare sector. We appreciate your commitment to serving our community needs.

If we can assist your office, kindly let me know. We are happy to offer information or support for this project.

Sincerely,
DEL PUERTO HEALTH CARE DISTRICT

Karin Freese
Chief Executive Officer