



Steve Pittson, DC, President
Daniel Robinson, Vice-President
Becky Campo, Secretary
Anne Stokman, RN, Treasurer
Vacant, Member

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

January 14, 2020
6:30 pm
Del Puerto Health Center Conference Room

1700 Keystone Pacific Parkway, Unit B,
Patterson, CA

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

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

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

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

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

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

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

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-meeting-agendas>.

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

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

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

Del Puerto Health Care District Board of Directors

January 14, 2020

Special Meeting Agenda

Page 2 of 2

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call**
4. **Reading of the Mission Statement**
"The District's primary mission is to provide the highest quality health care services through Patterson District Ambulance and Del Puerto Health Center, while continuing to expand healthcare availability to the citizens of the Del Puerto Health Care District."
5. **Public Comment Period** *[Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the District. Comments on matters that are list on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of five minutes. Board members may not comment or acting on items not on the agenda.]*
6. **Declarations of Conflict** *[Board members disclose any conflicts of interest with agenda items]*
7. **Approval of Agenda** **Action**
*[*Directors may request any consent calendar item be moved to regular calendar or change the order of the agenda items.]*
8. **Consent Calendar*** *[Routine committee reports, minutes, and non-controversial items]* **Action**
 - A. *2019-12-16 Special Board Meeting Minutes
 - B. *2020 Calendar of Regular Board Meetings
 - C. *Retirement Plan Qualified Default Investment Alternatives
 - D. *Adoption of CEO Compensation Policy
9. **Regular Calendar**
 - A. *Any Consent calendar items moved to regular calendar **Action**
 - B. *2020 Calendar of District Holiday **Action**
 - C. Diana Blythe, MD Professional Services Agreement Ratification **Action**
 - D. Strategic Planning Process Review **Information**
 - E. District Community Health Needs Assessment Survey Budget **Action**
10. **Upcoming Regular Board and Standing Committee Meeting Dates**

Finance – Wednesday, January 22	Board – Monday, January 27
Finance – Wednesday, February 19	Board – Monday, February 24
Finance – Wednesday March 25	Board – Monday, March 30
11. **Director Correspondence, Comments, Future Agenda Items** **Information**
12. **Adjourn**

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**Board Meeting – January 14, 2020****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. *2019-12-16 Special Board Meeting Minutes
- B. *2020 Calendar of Regular Board Meetings
- C. *Retirement Plan Qualified Default Investment Alternatives
- D. *Adoption of Chief Executive Officer Compensation Policy

RECOMMENDED**MOTION:** I move the Board of Directors adopt the Consent Calendar as presented.**MOTION AMENDED:** YES NO**AMENDMENT:** _____

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

VOICE VOTE TAKEN: YES NO

_____ Pass _____ Fail _____ Mixed – take Roll Call Vote

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

MOTION IS:

_____ Approved _____ Denied _____ Approved as amended _____ Other



BOARD OF DIRECTORS MEETING
 December 16, 2019 @ 6:30 pm
 Del Puerto Health Center Conference Room,
 1700 Keystone Pacific Parkway, Unit B, Patterson

Special Meeting Minutes

1. The Meeting was called to order by President Pittson @ 6:34 pm

2. Pledge of Allegiance

3. Board of Directors Roll Call determined a quorum was present

Directors Present: Director, Steve Pittson
 Director, Anne Stokman
 Director, Becky Campo
 Director, Gallo Mac Master

Directors Absent: Director, Dan Robinson

Staff Present: Administrative Director/CEO, Karin Hennings
 Ambulance Director, Paul Willette
 Health Center Manager, Suzie Talamantes

District Legal Council: Elizabeth Fratarcangeli of Cole Huber, LLP

4. President Pittson read the District's Mission Statement

5. Public Comment Period – None

6. All Board Members declared no conflicts of interest.

7. Approval of Agenda

ACTION: Motion to accept the agenda as presented.

Moved: Director Stokman; **Seconded:** Director Campo.

Ayes: Directors Pittson, Stokman, Campo, Mac Master

Nayes: None

Abstain: None

Motion: Passed

8. Consent Calendar

A. *Approve Board Minutes for October 28,2019

B. *Approve Finance Committee Meeting Minutes for October 23, 2019

C. *Accept Financial Report & Warrants for October 2019

ACTION: Motion to accept the Consent Calendar as presented.

Moved: Director Stokman; **Seconded:** Director Campo

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

Nays: None

Abstain: None

Motion: Passed



Special Meeting Minutes

9. Regular Calendar

- A. FYE June 30, 2019 Audited Financial Statements Report & Request for Acceptance
David Imus, CPA and Audit Manager, reviewed the expectations and purpose of annual audits and the findings of the audit report. The result was a clean audit with no major deficiencies to be corrected. Board members requested more time to review the audited financial statements prior to approval.
REVIEW OF THE REPORT IS REQUESTED OF THE FINANCE COMMITTEE AND ACTION ON THIS ITEM TABLED TO NEXT BOARD MEETING
- B. 875 E Street Expansion – Phase II Environmental Assessment – Unbudgeted Expense
The Phase I environmental assessment (paperwork) did not reveal any uses of the property that would lead to a suspicion of toxic waste or other hazardous material being left on the site. However, with the destruction of the hospital building by fire, the suggestion is a prudent but limited evaluation of potential soil contamination.
ACTION: Motion to accept the Environmental Assessment proposal from Condor Earth and authorize the Administrative Director / CEO to enter the contract for Phase II Environmental Assessment Testing
Moved: Director Stokman; **Second** Director Mac Master
Ayes: Directors, Pittson, Stokman, Campo, Mac Master
Nays: None
Abstain: None
Motion: Passed
- C. Community Health Needs Assessment Data – Unbudgeted Expense
Director Stokman reviewed the progress of data acquisition for the District wide health needs study and the lack of ZIP code specific data for 95363, 95313, 95385, and 95387. Patient data is only available from OSHPD on a 953—level which would not represent our local population specifically. The committee is recommending a Consumer Market Research approach which would include survey calls to cell phones and land lines with local addresses. The target would be 400 completed surveys to provide a statistically significant sampling. The cost for the survey, including an advance letter to all households and incentives for those who complete the survey, is approximately \$78,000. Discussion ensued. Board members wanted more time to review and investigate the proposal.
ACTION ON THIS ITEM TABLED TO SPECIAL BOARD MEETING TO BE HELD ON TUESDAY, JANUARY 14, 2020.
- D. Declaration of Surplus Property – authorization for CEO to dispose of 2003 Ambulance
ACTION: Motion to adopt Resolution Number 19-11, declaring the 2003 Ford E-450 Type III Ambulance retired and surplus equipment and authorize the Administrative



Special Meeting Minutes

Director / CEO to dispose of it in accordance with all applicable rules and regulations.

Motion: Director Stokman; **Second:** Director Campo

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

Nays: None

Abstain: None

Motion: Passed

- E. Keystone C4 – authorization for CEO to enter into lease agreement. **ACTION:** Motion to authorize the Administrative Director / CEO to enter into a lease agreement with Golden Bear for the Keystone C4 space, not to exceed eight years, and commercial realtor’s “finder’s fee” not to exceed \$500.

Motion: Director Mac Master; **Second:** Director Stokman

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

Nays: None

Abstain: None

Motion: Passed

10. Reports

- A. Employee Anniversaries & New Hires

<u>November/December</u>	<u>Years</u>
PDA	
Dennis Flannery	17
Roberto “Beto” Sanchez	NEW
Health Center	
Lennard Hey	4
Tina Uanrachawong	9
- B. District Wide Community Assessment – no additional report; covered in item 9A above.
- C. West Side Health Care Task Force - Gallo Mac Masters – no report
- D. Ambulance – Paul Willette, Director of Ambulance Operations
Mr. Willette reviewed his October report.
- E. Health Center - Suzie Talamantes, Health Center Manager
Ms. Talamantes reviewed her reports for October and November. Dr. Blythe will be returning January 7, 2020.
- F. Administration – Karin Hennings, Administrative Director / CEO Reviewed total compensation for all District employees for CY 2018; reviewed Dr. Blythe’ contract terms, submitted for a first reading a governance policy on compensation for the CEO, and provided information to the Board on Qualified Default Investment Alternatives (QDIA).

11. Upcoming Regular Board and Standing Committee Meeting Dates

Finance – None in December	Board – Tuesday, January 14 (SPECIAL)
Finance – Wednesday January 22	Board – Monday, January 27
Finance – Wednesday February 19	Board – Monday, February 24

12. Adjourned at 9:15 pm

2020

BOARD MEETING DATES

JANUARY

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

FEBRUARY

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

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
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22	23	24	25	26	27	28
29	30	31				

APRIL

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

MAY

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

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
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28	29	30				

JULY

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

SUN	MON	TUE	WED	THU	FRI	SAT
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30	31					

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

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

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
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29	30					

DECEMBER

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

January 1 New Year's Day
 January 14 Special Board Meeting
 January 27 Board Meeting

February 17 President's Day
 February 24 Board Meeting

March 20 Board Meeting

April 12 Easter
 April 27 Board Meeting

May 25 Memorial Day
 No Board Meeting due to Holiday

June 29 Board Meeting

July 04 Independence Day
 July 27 Board Meeting

August 24 Board Meeting

September 07 Labor Day
 September 28 Board Meeting

October 26 Board Meeting

November 11 Veteran's Day
 November 30 Board Meeting
 November 26 Thanksgiving

December 25 Christmas Day
 No Board Meeting due to Holiday

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – January 14, 2020

8C Qualified Default Investment Alternative (QDIA)

Page 1 of 1

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: Yes

4/5 Vote Required: No

SUBJECT: Qualified Default Investment Alternative (QDIA) for retirement account default investment when an investment strategy hasn't been chosen by the employee.

RECOMMENDATION: That the Board of Directors approve a change the Qualified Default Investment Alternative fund from the VALIC Money Market Fund, #06 to the age appropriate T. Rowe Price Retirement series fund for Plans 001 and 002 effective January 1, 2020.

CONSIDERATIONS: Current default investment is a money market fund that does not have an appropriate rate of return to optimize employee retirement contributions. Changing the default investment option to an age appropriate retirement fund will allow employee investments to grow more than if left in a money market fund

DISTRICT PRIORITY: Optimizing options for employee retirement fund investments

POLICY ISSUE: As the retirement Plan Sponsor, the District holds fiduciary responsibility to oversee investment options for employee retirement funds.

FISCAL IMPACT: None

STAFFING IMPACT: None

CONTACT PERSON: Karin Hennings

ATTACHMENT(S): Invesco Retirement Education Resource QDIA Q&A

RECOMMENDED BOARD ACTION:

ROLL CALL REQUIRED: NO

RECOMMENDED MOTION *I move the Board of Directors change the Qualified Default Investment Alternative fund from the VALIC Money Market Fund, #06 to the age appropriate T. Rowe Price Retirement series fund for Plans 001 and 002 effective January 1, 2020.*

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – January 14, 2020

8D. Compensation of Chief Executive Officer Policy **8D. Compensation of Chief Executive Officer Policy**
Page 1 of 1

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

SUBJECT: Adoption of Compensation of Chief Executive Officer Policy

STAFF REPORT: A recommended best practice is for special districts to have in place a policy regarding CEO compensation which has been adopted by the Board of Directors.

CONSIDERATIONS: Policies establish guidelines and terms by which operational management decisions are made.

DISTRICT PRIORITY: Transparency and fiscal accountability

POLICY ISSUE: Compensation

FISCAL IMPACT: None

STAFFING IMPACT: None

CONTACT PERSON: Karin Hennings

ATTACHMENT(S): Compensation of the Chief Executive Officer draft policy

RECOMMENDED BOARD ACTION:

ROLL CALL REQUIRED: YES NO

RECOMMENDED MOTION: *I move the Board of Directors adopt the Compensation of the Chief Executive Officer Policy effective January 14, 2020.*

DEL PUERTO HEALTH CARE DISTRICT
POLICY AND PROCEDURE

SECTION: ADMINISTRATION
POLICY NUMBER: TBD

COMPENSATION OF THE CHIEF EXECUTIVE OFFICER	EFFECTIVE DATE
	TBD

Purpose: The Chief Executive Officer of Del Puerto Health Care District (the “District”) is the principal representative of District, and the person responsible for the efficient operation of the District. Therefore, it is the desire of the District to provide a fair yet reasonable and not excessive compensation for the Chief Executive Officer.

Policy: At a minimum of every three years, the Board will adopt a salary study and establish a salary range for the Chief Executive Officer.

Procedure:

- 1.1 A Compensation Ad Hoc Committee shall be appointed by the Board President.
 - 1.1.1 No member of the Compensation Ad Hoc committee shall be a relative of a staff member or have any relationship with staff that could present a conflict of interest.
 - 1.1.2 The Committee assisted by staff will research and obtain information to make a recommendation to the full board for the compensation range (salary and benefits).
 - 1.1.3 Compensation and benefits will be based on a review of comparable data. The Compensation Ad Hoc committee will secure data that documents compensation levels and benefits for similarly qualified individuals in comparable positions at similar organizations. The primary source of data will include the special district chief executive officer information from the “Government Compensation in California” website <https://pub-licpay.ca.gov/Reports/SpecialDistricts/SpecialDistricts.aspx>
- 1.2 To approve the annual compensation for the Chief Executive Officer, the board must document how it reached its decisions, including the data on which it relied, in the minutes of the meeting during which the compensation was approved. Documentation will include:
 - 1.2.1 A description of the compensation and benefits and the date it was approved;
 - 1.2.2 The members of the board who were present during the discussion about compensation and benefits, and the results of the vote;
 - 1.2.3 A description of the comparability data relied upon and how the data was obtained; and
 - 1.2.4 Any actions taken (such as abstaining from discussion and vote) with respect to consideration of the compensation by anyone who is otherwise a member of the board but who had a conflict of interest with respect to the decision on the compensation and benefits.

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**Board Meeting – January 14, 2020****9.A. 2020 Calendar of District Holidays 9.A. 2020 Calendar of District Holidays Page 1 of 1**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: 2020 Calendar of District Holidays**STAFF REPORT:** The Health Center Medical Director requests that two holidays (Memorial Day and Labor Day) which are currently worked as half-days be changed to the Health Center being closed on those days as well as New Year's Day, Independence Day, Thanksgiving and Christmas.**CONSIDERATIONS:** There is limited use by the community of medical services on those dates. Most pre-scheduled appointments end up being cancelled. There is no change in the PTO, but the Health Center will save the cost of having a skeleton crew on hand.**DISTRICT PRIORITY:** Financial efficiency, Staff satisfaction**FISCAL IMPACT:** Cost savings due to no holiday labor rates paid**STAFFING IMPACT:** None**CONTACT PERSON:** Jose Rodriguez / Suzie Benitez**ATTACHMENT(S):** Proposed Calendar. Recommended changes in italics.**RECOMMENDED BOARD ACTION:**

ROLL CALL REQUIRED: NO

RECOMMENDED MOTION: *I move the Board of Directors approved the updated annual holiday and clinic closure calendar.*

Del Puerto Health Care District

Holiday Calendar

DISTRICT OFFICE	Holiday Closed (use PTO)	Holidays Observed District Office Closed
New Year's Day	1-Closed	Wed, Jan 1, 2020
Presidents' Day	2-Closed	Mon, Feb 17, 2020
Memorial Day	3-Closed	Mon, May 25, 2020
Independence Day	4-Closed	Fri, Jul 3, 2020
Labor Day	5-Closed	Mon, Sep 7, 2020
Thanksgiving	6-Closed	Thu, Nov 26, 2020
Christmas Eve	7-Closed	Thu, Dec 24, 2020
Christmas	8-Closed	Fri, Dec 25, 2020

HEALTH CENTER	Holiday Pay or HC Closed (use PTO)	Holiday Pay or HC Closed
New Year's Day	1-Closed	Wed, Jan 1, 2020
Presidents' Day	2	Mon, Feb 17, 2020
<i>Memorial Day*</i>	<i>3-Closed</i>	<i>Mon, May 25, 2020</i>
Independence Day	4-Closed	Fri, Jul 3, 2020
<i>Labor Day*</i>	<i>5-Closed</i>	<i>Mon, Sep 7, 2020</i>
Veterans' Day	6	Wed, Nov 11, 2020
Thanksgiving	7-Closed	Thu, Nov 26, 2020
Christmas	8-Closed	Fri, Dec 25, 2020
<i>* Proposed to be closed full day vs. half day open.</i>		

AMBULANCE PER MOU	Holiday Pay	Holiday Pay
New Year's Day	1	Wed, Jan 1, 2020
Memorial Day	2	Mon, May 25, 2020
Independence Day	3	Fri, Jul 3, 2020
Labor Day	4	Mon, Sep 7, 2020
Thanksgiving	5	Mon, Sep 7, 2020
Christmas Eve	6	Thu, Dec 24, 2020
Christmas	7	Fri, Dec 25, 2020
New Year's Eve	8	Thu, Dec 31, 2020

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**Board Meeting – January 14, 2020****9C. Diana Blythe, MD Professional Services Agreement Ratification[Agenda # - Subject]****Page 1 of 1**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: Ratification of Professional Services Agreement for Diana Blythe, MD**STAFF REPORT:** Dr. Blythe has agreed to return as a Pediatrician. She will be working full time, Tuesday- Friday.**CONSIDERATIONS:** The Health Center's goal is to have two full-time pediatricians**DISTRICT PRIORITY:** Provider recruitment and retention**FISCAL IMPACT:** Annual Contract Base \$265,000**STAFFING IMPACT:** Will utilize current Health Center Staffing**CONTACT PERSON:** Jose Rodriguez, MD / Suzie Benitez**ATTACHMENT(S):** Blythe signed contract**RECOMMENDED BOARD ACTION:**

ROLL CALL REQUIRED: YES NO

RECOMMENDED MOTION: *I move the Board of Directors ratify the two-year professional services agreement with Diana Blythe, MD*

Del Puerto Health Care District

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as “Agreement”) is made as of November 7, 2019, or, if later, on the date this Agreement has been fully-executed by the parties (“**Effective Date**”) by and between Del Puerto Health Care District (“**District**”) and Diana Blythe, M.D. (“**Physician**”) (“**District and Physician shall each be known as a “party” and together as the “parties.”**”)

RECITALS

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

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

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

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

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

ARTICLE I

PHYSICIAN RESPONSIBILITIES

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

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

1.3 Medical Director and Call.

1.3.1 The District contracts with a Health Center Medical Director (“**Medical Director**”) to provide oversight of all medical services provided through the Health Center and /or any

Del Puerto Health Care District

Additional Clinic's. Physician agrees to consult with Medical Director on Health Center protocols and Services provided by Physician.

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

1.4 Physician Extenders.

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

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

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

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

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

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

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

1.9 Participation in QA, UR and Risk Management Activities. Physician shall be flexible with their clinic scheduled days to if they are needed to (a) participate in and comply with District's quality improvement, utilization review and risk management programs, including the District's Quality Review Committee; (b) participate in on-going quality improvement monitoring activities, such as audits; (c) participate in risk management activities designed to identify, evaluate and reduce risk of patient injury associated with care; and (d) assist utilization review in setting, monitoring and achieving utilization goals, all at no cost to Physician.

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1.10 Maintenance of Licensing and Board Certification. Physician hereby represents and warrants that she (i) currently holds, or will on or before the Start Date hold, an unrestricted license to practice medicine in the State of California, and (ii) is Board certified in Pediatrics by the American Board of Pediatrics.

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

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

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

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

ARTICLE II DISTRICT RESPONSIBILITIES

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

2.2 Scheduling and Coordination of Services. District shall schedule and coordinate the provision of Services for and on behalf of Physician.

2.3 Insurance.

2.3.1 Professional Liability Insurance. District shall purchase, at its own expense, and maintain in effect during the term of this Agreement (or any successor agreement under which

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

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

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

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

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

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Del Puerto Health Care District

ARTICLE III

BILLING OF CLAIMS AND REASSIGNMENT OF PROFESSIONAL FEES

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

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

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

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

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

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

ARTICLE IV COMPENSATION

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

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

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

Del Puerto Health Care District

under any obligation whatsoever, either explicit or implied, to refer patients to District.

ARTICLE V INDEPENDENT CONTRACTORS

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

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

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

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement shall remain in full force and effect for the term and in accordance with the Start Date ("Initial Term") set forth in **Addendum "A"** attached hereto and incorporated herein by reference. At least thirty (30) days prior to the expiration of the Initial Term, and each succeeding term of this Agreement, the parties shall meet to discuss renewal of the Agreement, and any desired amendments.

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

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

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

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

Del Puerto Health Care District

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

6.2.5 Physician is convicted of a crime involving moral turpitude;

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

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

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

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

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

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

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

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

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

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ARTICLE VII

CONFIDENTIAL AND PROPRIETARY INFORMATION AND NON-SOLICITATION

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

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

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

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

ARTICLE VIII INDEMNIFICATION

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

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

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ARTICLE IX GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

To Physician: Diana Blythe, M.D.
undetermined CA address as of now

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

9.6 Arbitration. If any problem or dispute concerning the terms of this Agreement is not satisfactorily resolved, the dispute shall be submitted to binding arbitration for resolution. Such arbitration shall be final and binding, shall be conducted in Stanislaus, California, before an arbitrator mutually selected by the parties from the panel of arbitrators maintained by the Judicial Arbitration and Mediation Service ("JAMS"), and shall be conducted in accordance with the rules and regulations of JAMS then in effect, including the optional appeal procedures set forth in JAMS rules and regulations. The parties shall have the rights of discovery as set forth in Part 4 of the California Code of Civil Procedure, and the provision of section 1283.05, as incorporated by reference pursuant to section 1283.1(b) of the Code of Civil Procedure. The fees and costs of JAMS and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the parties, unless otherwise agreed to by the parties. Each party shall be responsible for the costs and expenses incurred by such party in

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connection with the arbitration, including its own attorney's fees and costs.

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

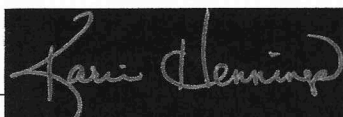
9.8 Third Party Beneficiaries. The rights and obligations of each party to this Agreement shall inure solely to the benefit of the parties hereto, and no person or entity shall be a third-party beneficiary of this Agreement.

9.9 Survival. The provisions of Sections 1.13, 2.3, 3.1, 3.2, 6.6, 9.1 through 9.6, 9.8, 9.9 and Articles V, VII and VIII shall survive the expiration or termination of this Agreement.

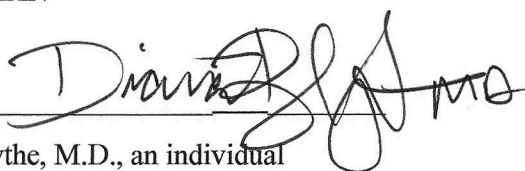
IN WITNESS WHEREOF, the parties have executed this Agreement.

DEL PUERTO HEALTH CARE DISTRICT

PHYSICIAN

By: 

Karin Hennings, Administrative Director/CEO

By: 

Diana Blythe, M.D., an individual

Del Puerto Health Care District

ADDENDUM A PHYSICIAN COMPENSATION AND BENEFITS

1. This Agreement shall remain in full force and effect for a term of two (2) years, effective as of the January 6, 2020 ("Initial Term").
2. District shall pay Physician the amount of \$265,000 in annual base compensation.
3. District shall pay Physician a medical insurance allowance of \$12,000.00 per year, payable in monthly installments of \$1,000.00 per month.
4. District shall pay Physician a retirement benefit of 4% of her pay base salary, an amount equal to \$10,416.00 per year, payable in monthly installments of \$868.00.
5. District shall provide professional liability insurance coverage in the amounts and pursuant to the terms set forth in this Agreement from a carrier chosen by District in its exercise of absolute discretion.
6. District's annual base compensation paid to Physician at section 1, above, includes sixteen (16) working days for illness and vacation and four (4) working days for Continuing Medical Education ("CME") as well as the paid days off set forth in Section 1.2, if applicable.
7. District shall also provide the following reimbursements to Physician within thirty (30) days of Physician providing reasonable proof of payment:
 - a. Not more than \$2,000.00 annual expense reimbursement for CME courses and attendant expenses incurred in attending such courses;
 - b. California Medical License and regional hospital privilege fees and renewal fees, and DEA renewal fees (including any fees to transfer any certification to California);
 - c. Annual membership in the American Academy of Pediatricians and Stanislaus/California Medical Society; and
 - d. Annual City of Patterson Business License.
 - e. Any application, credentialing, submittal, or other fees related to participation in any third-party payor agreements or providing Services at any health facility if District requests Physician to participate in such agreement or to provide services at such health facility.
8. Payments under Sections 1, 2 and 3 shall be made in arrears and commence in the calendar month next following the Start Date and shall be made by District to Physician on or before the 5th day of each calendar month.
9. Physician is eligible for a productivity bonus of \$62.00 per billable visit greater than 22.5 patients per regular clinic day in a calendar month. Payment under this section will be made on the 5th day of the second calendar month following the month in which a bonus is earned. (Example: Physician sees 418 patients in the month of May in which they worked 18 regular clinic days. 22.5 patients per day x 18 clinic days = 405 patients. If Physician saw 418 billable patients, the productivity bonus will be paid on 418-405 = 13 patients x \$62.00 = \$806.00 bonus for May will be paid on July 5th.).
10. Addendum A is specifically incorporated into this Agreement as if entirely set forth herein.

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**Board Meeting – January 14, 2020****9E Community Health Needs Survey****Page 1 of 1**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: Funding for Community Health Needs Information / Survey

STAFF REPORT: A study for an urgent care center was completed in 2002 and an analysis of community growth, a Nexus Study for impact fee setting, was done in 2004. Since then no comprehensive community or health needs study has been completed by the District. In 2017, the District Board of Directors restarted its long-term Strategic Planning process, but determined that a Community Health Needs Study was needed first to determine the greatest health service needs in the District and on the west side of the county. An Ad Hoc Community Health Needs Study Committee was established in 2018 to pursue this information. So far, we have data from the county, school districts and state resources.

However, data that is specific to the District’s boundaries (Greater Patterson Area plus outlying communities) is limited. Publicly available studies (e.g., Stanislaus County Community Health Needs Assessment, California Health Information Survey, et al) extrapolate data on a state or county-wide basis and do not specify the needs of the Del Puerto Health Care District residents. Such data (on a zip code residency basis) is partially available through the California Office of Statewide Health Planning and Development (OHSPD) and through private resources such as the insurance/payors database. The Committee has been working with consultants to find access to this and additional data. One option is to gather our own data through a “consumer market research” (phone) survey of residents (see attached quotes). Another option is to obtain data from the insurers themselves. Following data acquisition an impartial analysis is required to provide unbiased data to support future District health initiatives.

CONSIDERATIONS: The Committee has identified several options to obtain the data, but requires funding to ensure the data is accurate and reflect the needs of the community.

DISTRICT PRIORITY: Obtaining information about District resident health needs

POLICY ISSUE: Long-term strategic planning

FISCAL IMPACT: Total expenditures not to exceed \$100,000.00; total unrestricted funds is greater than \$1,000,000

STAFFING IMPACT: The District does not have the human resources or required expertise to conduct a comprehensive study of the resident health needs. Obtaining outside consulting assistance and purchasing access to resident specific data is required.

CONTACT PERSON: Anne Stokman and Karin Hennings

ATTACHMENT(S): 9E Del Puerto Community Survey Quotes.pdf

RECOMMENDED BOARD ACTION:

ROLL CALL REQUIRED: YES

RECOMMENDED MOTION: *I move the Board of Directors approve and authorize the Administrative Director to spend amounts, the total not to exceed one hundred thousand dollars, on community health needs data acquisition and analysis.*

Del Puerto Health Care District

Comparison of Community Survey Types and Quotes

December 2019

The Del Puerto Health Care District aims to conduct a representative community survey of the health care services needed by residents in their area of impact – zip codes: 95313, 95363, 95385, and 95387. To support this effort, Harder+Company Community Research sought quotes from several survey houses to identify the costs of phone, mail, and online surveys. Quotes from California State University (CSU), Fullerton and CSU, Sacramento follow for multiple survey types. Please see the scope of work for additional costs related to the survey development, analysis, and reporting.

Recommendation: Based on the information gathered from the two survey houses, Harder+Company Community Research recommends the use of CSU, Sacramento as the survey house for the Del Puerto Health Care District community survey.

Survey Type	Survey source	Benefits	Challenges	CSU, Fullerton Quotes and Considerations	CSU, Sacramento Quotes and Considerations
Phone	<ul style="list-style-type: none"> Random Digit Dial (RDD) <u>and</u> listed landline and cell phone numbers 	<ul style="list-style-type: none"> Will certainly reach sample goals Includes RDD and random sample of landlines Mix of land lines and cell phone numbers 	<ul style="list-style-type: none"> Most expensive due to large list of phone numbers to reach target (estimated that 60% of randomly generated telephone numbers will belong to residents outside of target geography) Cost of labor is high Highest costs of sample procurement 	\$60,699 (w/out introductory mailing, includes incentives)	\$74,842 (w/ introductory mailing) \$67,780 (w/out introductory mailing) +\$4,000 (above estimates do <u>not</u> include incentives)
Phone	<ul style="list-style-type: none"> Random Digit Dial (RDD); landline and cell phone numbers 	<ul style="list-style-type: none"> Can likely reach sample goals 	<ul style="list-style-type: none"> Difficult for RDD-cell with small population Not likely to be as representative because mostly landlines 	\$70,999 (w/out introductory mailings, includes incentives)	\$54,331 (w/ introductory mailing) \$47,269 (w/out introductory mailing) +\$4,000 (above estimates do <u>not</u> include incentives)
Phone	<ul style="list-style-type: none"> Listed telephone numbers only 	<ul style="list-style-type: none"> Sample procurement costs are much smaller than RDD 	<ul style="list-style-type: none"> Only listed telephone numbers Reduced statistical rigor than RDD and combination; can apply weighting post- data collection to compare results to population 	\$50,385 (w/out introductory mailing, includes incentives)	\$63,194.69 (w/ introductory mailing) \$56,132.19 (w/out introductory mailing) +\$4,000 (above estimates do <u>not</u> include incentives)
Phone and mail	<ul style="list-style-type: none"> Address-based, 30% 	<ul style="list-style-type: none"> All addresses will be in zip codes of 	<ul style="list-style-type: none"> Cost of mailers is high Expect 5% return rate 	\$65,304 (includes incentives)	\$35,958.20

Survey Type	Survey source	Benefits	Challenges	CSU, Fullerton Quotes and Considerations	CSU, Sacramento Quotes and Considerations
	telephone and 70% mailed surveys	<ul style="list-style-type: none"> interest (telephone numbers based on addresses) Sample procurement costs are much smaller than RDD 	<ul style="list-style-type: none"> Only 30-40% of addresses come with phone numbers 		+\$4,000 (above estimates do <u>not</u> include incentives)
Mail	<ul style="list-style-type: none"> Address-based, mail only 	<ul style="list-style-type: none"> All addresses will be in zip codes of interest Sample procurement costs are much smaller than RDD 	<ul style="list-style-type: none"> Costs of mail only is high due to the cost of mailers Expect 5% return rate 	\$63,640	--
Phone and online	<ul style="list-style-type: none"> Address-based phone survey with online append 	<ul style="list-style-type: none"> Sample procurement costs are much smaller than RDD 	<ul style="list-style-type: none"> Concerns about reaching sample goals (only 80% of sample goal) Concerns about sample bias towards American-born persons 	Not recommended, they predict there would be no cost benefit to taking this approach, as they anticipate the number of surveys completed online would be minimal	\$35,005 +\$4,000 (above estimates do <u>not</u> include incentives)
Online	<ul style="list-style-type: none"> Online surveys with link distributed via mailing 	<ul style="list-style-type: none"> Labor costs are lowest Sample procurement costs are much smaller than RDD 	<ul style="list-style-type: none"> Concern about access to online survey, concerns about reaching sample goals Not likely to include hard to reach communities 	\$25,753	\$23,824 +\$4,000 (above estimates do <u>not</u> include incentives)

Additional considerations

CSU, Fullerton

- 30% overhead
- Quotes not include introductory letter
- Quotes do include \$10 incentives
- Long-time partner of Harder+Company and confident in their work

CSU, Sacramento

- 25% overhead
- Quotes include introductory letter
- Quotes do not include \$10 incentives
- Highest success rate in state with Spanish-speaking survey respondents
- Smaller cost for sample
- Located in Sacramento, aligning with preference to partner locally
- New partner; however, they have been thorough in their explanations of quotes and identifying strengths and challenges of each survey type, giving us confidence in their work

*In addition to the quotes above, Harder+Company identified the budget of \$24,990.00 to administer an intercept survey. As agreed upon this type of survey would not adequately meet the needs of the Del Puerto Health Care District.