



BOARD OF DIRECTORS

*Steve Pittson, DC, President
Daniel Robinson, Vice-President
Becky Campo, Secretary
Anne Stokman, RN, Treasurer
Gallo Mac Master, Director*

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

**BOARD OF DIRECTORS REGULAR MEETING
August 26, 2019
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 be silenced or set in a mode that will not disturb District business during the meeting.

Del Puerto Health Care District Board of Directors

August 26, 2019

Regular Meeting Agenda

Page 2 of 3

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call**
4. **Reading of the Mission Statement**
“The District’s primary mission is to provide the highest quality health care services through Patterson District Ambulance and Del Puerto Health Center, while continuing to expand healthcare availability to the citizens of the Del Puerto Health Care District.”
5. **Public Comment Period** *[Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the District. Comments on matters that are list on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of five minutes. Board members may not comment or acting on items not on the agenda.]*
6. **Declarations of Conflict** *[Board members disclose any conflicts of interest with agenda items]*
7. **Approval of Agenda** **Action**
*[*Directors may request any consent calendar item be moved to regular calendar or change the order of the agenda items.]*
8. **Consent Calendar*** *[Routine committee reports, minutes, and non-controversial items]* **Action**
 - A. * Approve Board Minutes for Meeting for July 29, 2019
 - B. * Approve Board Minutes for Special Meeting for August 14, 2019
 - C. * Approve Special Finance Committee Meeting Minutes for July 29, 2019
 - D. * Approve Special Finance Committee Meeting Minutes for August 14, 2019
 - E. * Accept Financial Report & Warrants for July 2019
9. **Regular Calendar**
 - A. Review and approve Dr. Jose Rodriguez’ Contract **Action**
 - B. * Any Consent calendar items moved to regular calendar **Action**
10. **Reports**

	<u>August</u>	<u>Years</u>
A. <u>Employee Anniversaries & New Hires</u>		
Health Center:	Christine Cavanaugh	6
B. District Wide Community Assessment – Director Stokman		
C. West Side Health Care Task Force – Director Mac Master		
D. Ambulance – Director Paul Willette		
E. Health Center – Dr. Rodriguez, Medical Director		
F. Administration – Administrative Director/CEO Karin Hennings		
11. **Upcoming Regular Board and Standing Committee Meeting Dates**

Finance –Wednesday, September 25	Board – Monday, September 30
Finance – Wednesday, October 23	Board – Monday, October 28
Finance – Wednesday, November 20	Board –Monday, November 25

Del Puerto Health Care District Board of Directors

August 26, 2019

Regular Meeting Agenda

Page 3 of 3

12. **Closed Session** *[Board of Directors may recess to closed session for discussion of certain matters as legally permitted. Any action taken shall be reported in open session.]*
 - A. Gov't Code section 54956.8 Conference with Real Property Negotiator
Property: APN 0131-024-007
 - B. Gov't Code § 54956.9(b) Conference with Legal Counsel – Anticipated litigation or
significant exposure to litigation: One (1) potential case.
 - C. Gov't Code section 54957.6 Conference with Labor Negotiator
Employee Organization: USW TEMSA Local 12911
Negotiators: Karin Hennings
 Paul Willette
13. **Reconvene to Open Session – Report of Closed Session**
14. **Adjourn**



BOARD OF DIRECTORS MEETING

July 29, 2019 @ 6:30 pm

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

Board of Directors Minutes

1. **Call to order** @ 6:32, pm
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call.**

Directors Present: Director, Steve Pittson
Director, Dan Robinson
Director, Anne Stokman
Director, Becky Campo

Directors Absent: None

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

District Legal Council: Sam Emerson, Cole, Huber, LLP

We have a Quorum

4. **Reading of the Mission Statement**

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

5. **Public Comment Period**

Present: Gabriela Hernandez, George Galloway Mac Master, Ann Taylor

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

7. **Approval of Agenda**

M/S/C To accept the agenda as presented./Director Stokman /
Director Robinson/

Ayes: Directors Pittson, Robinson, Stokman, Campo

Nays: None

Abstain: None

Passed

8. **Consent Calendar**

- A. * Approve Board Minutes for Meeting for June 24, 2019
- B. * Donation of medical equipment



BOARD OF DIRECTORS MEETING

July 29, 2019 @ 6:30 pm

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

Board of Directors Minutes

M/S/C That the Board of Directors accept the Consent Calendar as presented. /Director Stokman / Director Robinson

Ayes: Directors, Pittson, Robinson, Stokman, Campo.

Nays: None

Abstain: None

Passed

9. Regular Calendar

A. * Any Consent calendar items moved to regular calendar

None

B. Interview and Appoint Applicant to Vacant Board Seat

The three candidates were asked to seat themselves at the head table. Director Pittson read and explained the process to the candidates. All candidates were asked the same questions.

1. What is your biggest motivation for serving on the DPHCD Board?
2. What qualities do you believe a board member of a Public Agency should have?
3. What is the most meaningful thing to you about our mission statement?
4. Would you have any conflicts meeting on the last Monday of the month, in the evening and occasionally in the afternoon or an additional evening?

The board members were then allowed to ask additional questions.

The candidates were as follows including a summary of their responses

1. Gabriela Hernandez: Ms. Hernandez took a specific interest the operational aspects of the District and the patient perspective on receiving care in Patterson.
2. George Galloway Mac Master: Mr. Mac Master discussed expanding health care services to the area and serving as a District advocate within the community.
3. Ann Taylor: Ms. Taylor emphasized working with the Board as a team and understanding long-term needs to bring additional services into the community.

The board then discussed the candidates. It was decided that Applicant George Galloway Mr. Mac Masters was known in the community, he is known for getting along with others, and his motivation for joining the Board is the most aligned to our mission statement. Therefore a nomination was made to fill the vacant seat and the Board voted for George Galloway Mac Master.



BOARD OF DIRECTORS MEETING

July 29, 2019 @ 6:30 pm

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

Board of Directors Minutes

Director Pittson stated that all three candidates were excellent. He invited the remaining two candidates to serve on the Ad Hoc Community Health Needs Assessment Committee to study the status of health and services that are most needed on the west side of the county.

M/S/C: To Appoint George Galloway Mac Master to the vacant Director's seat which shall be up for election in November 2020 for a term ending in 2022.

/Director Pittson/Director Robinson/

Ayes: Directors Pittson, Robinson, Stokman, Campo

Nays: None

Abstains: None

Passed

The Board then proceeded with the swearing in of candidate Mac Master. He took the Oath of office and was installed into the vacant seat.

C. Review and Approve FY 2019-2020 Budget

Ms. Hennings explained that the Finance Committee has spent the last couple of months reviewing the past 4 years of expenses to determine our anticipated expenses. You have the FY 2019-20 Summary Budget Request. The expenses are put into general categories. She reviewed each category and explained how it was calculated. She indicated that a detailed Budget was available upon request. Anything greater than \$2,500.00 that is not included in this Budget will be brought back to the Board for approval. She stated that a mid-year review will be done in January.

M/S/C That the board adopt the Fiscal Year 2019-2020 operational and Capitol expenditure budget.

/Director Robinson/ Director Stokman/

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

Nays: None

Abstain: None

Passed by roll call vote



BOARD OF DIRECTORS MEETING

July 29, 2019 @ 6:30 pm

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

Board of Directors Minutes

D. Review and Approve 2019 Ambulance Purchase

Ms. Hennings explained that the average age of our ambulances is 10 years old. The cost is similar to the ambulance we purchased last year. Our plan is to buy a new vehicle every 2 years. We purchased a new vehicle last year, however: to “catch up” we need to purchase another vehicle this year.

Mr. Willette reviewed the proposed purchase. He explained that we learned from last year’s purchase that a lot more equipment can be installed at Lifeline saving money and installation time. The overall cost increase from last year to this year is approximately 4%. The Contingency amount is \$23,914 (approximately 10%) included in the proposal to allow for unanticipated changes in cost (such as radios, equipment). The CEO will propose payment options (cash, loan, lease) to the Finance Committee and Board no later than 09/30/2019. Recommendations for disposal of 03-02 will be made at a later date. Mr. Willette explain some of the options may be salvage, sell to a City entity for other uses such as SWAT, sell to a private entity for something like a transport vehicle for motorcycles or do a charitable donation such as Mexico. Specific recommendations will be presented at a later date.

M/S/C To authorize the Director of Ambulance Operations to Order and equip a 2019 Ford Type III Victoryliner ambulance at a cost not to exceed \$235,000 and to authorize the CEO to sign all necessary purchase orders. The CEO will propose payment options (cash, loan, lease) to the Finance Committee and Board no later than September 30,2019. /

Director Stokman/Director Campo

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

Nays: None

Abstain: None

Passed by Roll-Call Vote

10. Reports

A. Employee Anniversaries & New Hires
Ambulance:

<u>July</u>	<u>Years</u>
Brian Hannameyer	4
Eddie Thompson	16
Aaron Drymon	New
Ricardo “Ricky” Guaydacan	New
Lisa Hunsinger	New
Kevin Hurd	New
Bryan Santos	New



BOARD OF DIRECTORS MEETING

July 29, 2019 @ 6:30 pm

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

Board of Directors Minutes

B. District Wide Community Assessment – Director Stokman

Director Stokman reported that they are reviewing the contract of the vendor they are considering hiring to assist them with the survey. We do not want to duplicate the information from the county. We will have to work to figure out what we will need to ask. We have to develop the questions first and then figure out what method we want to use to ask the question. Next meeting is August 23.

C. West Side Health Care Task Force

Director Pittson ask Director Mac Master if he would be willing to accept the assignment to the West Side Task Force. And Director Mac Master accepted.

D. Ambulance – Paul Willette, Director of Ambulance Operations

Mr. Willette reviewed the reports for the ambulance.

E. Health Center - Suzie Talamantes, Health Center Manager

Ms. Talamantes reviewed the monthly report for the Health Center. The numbers were slight down from last year, however; they were down 72 physician hours for vacations and sick this past month. One of the insurances noticed we are able to get new patients in much quicker than the other providers. We usually can get them in within 2 weeks (if not the same day). We are looking for a locum provider to help with the patient volume.

F. Administration – Karin Hennings, Administrative Director / CEO

Ms. Hennings reported that in regard to last year's budget we were up for the year 4.0%. This is tentative because we will be working with the auditors for the final numbers. We did much better than we had budgeted.

She recognized Director Robinson for an article in the West Side Index congratulating his 38-year service to the Crowslanding Firefighters.

11. Upcoming Regular Board and Standing Committee Meeting Dates

Finance – Wednesday, August, 21

Board – Monday, August 26

Finance – Wednesday, September 25

Board – Monday, September, 30

Finance – Wednesday, October 23

Board – Monday, October, 28



BOARD OF DIRECTORS MEETING

July 29, 2019 @ 6:30 pm

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

Board of Directors Minutes

Adjourn to Closed Session @7:47 pm

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

A. Gov't Code section 54957.6

Conference with Labor Negotiator

Employee Organization: USW TEMSA Local 12911

Negotiators: David Ritchie, JD, Karin Hennings
Paul Willette

13. **Reconvene to Open Session – Report of Closed Session** -@ 9:16 pm

No reportable to action. Instruction given to staff

14. **Adjourn** - @9:17 pm



SPECIAL BOARD OF DIRECTORS MEETING

August 14, 2019 @ 5:30 pm

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

1. **Call to order** @ 5:50, pm

2. **Pledge of Allegiance**

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

Directors Present: Director, Dan Robinson
Director, Anne Stokman
Director, Becky Campo
Director, Gallo Mac Master

Directors Absent: Director, Pittson

Staff Present: Administrative Director/CEO, Karin Hennings
Ambulance Director, Paul Willette
Finance and Accounting Manager, Maria Reyes-Palad
Clerk of the Board, Cheryle Pickle

We have a Quorum

4. **Reading of the Mission Statement**

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

5. **Public Comment Period**

Present: None

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

7. **Approval of Agenda**

M/S/C To accept the agenda./Director Stokman / Director Campo/

Ayes: Directors Robinson, Stokman, Campo, Mac Master

Nays: None

Abstain: None

Passed

8. **Regular Calendar**

A. Auditor Proposals for FYE, 2019,2020, and 21

Maria Reyes, the Finance Accounting Manager, presented the four proposals. We sent 20 Requests for Proposals from a list we received from the County. We received the four proposals that you have before you. She stated that they had reviewed 3 areas. The first one was Fees. Kemper was the most

SPECIAL BOARD OF DIRECTORS MEETING

August 14, 2019 @ 5:30 pm

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

expensive and Hawks was the least expensive. Next, they looked at the size and organizational structure; Wipfli LLP is the largest and the only one who has experience with Health Care Special Districts. The other companies have experience with other Special Districts but not healthcare. The third consideration was experience. Wipfli LLP again has the most experience.

The Finance Committee recommends WIPFLI LLP.

Discussion was had. It was noted that we may consider using a local company be used when possible. It was also discussed that WIPFLI has been our auditor for the past three years. The fees are not extremely different. We have been using the office in Seattle, but we are going to request to have our account move to Oakland and to have Chris Rogers, who is based in Seattle to head up our audit (he was the one who did it last year). We would like to have the same auditor.

M/S/C To accept the Finance Committee's recommendation for (3) three year contract covering FYE 2019, 2020, and 2021 to use WIPFLI , LLP to do the audits. With the Fiscal Impact adjustment of \$25,000-\$26,400 . / Director Mac Master / Director Campo/

Ayes : Director Robinson, Stokman, Campo, Mac Master.

Nays: None

Abstain: None

Passed By Roll Call Vote

9. Upcoming Regular Board and Standing Committee Meeting Dates

Finance – Wednesday, August, 21

Finance – Wednesday, September 25

Finance – Wednesday, October 23

Board – Monday, August 26

Board – Monday, September, 30

Board – Monday, October, 28

10. Adjourn to @ 5:41 pm

Motion by Director Robinson

Respectfully Submitted By _____

Becky Campo, Secretary of the Board

**DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
SPECIAL FINANCE MEETING
MINUTES JULY 29, 2019**

I. Call to order/Attendance

The meeting was called to order by Anne Stokman, Committee Chair, 5:07 PM

Other Board Members Present: Becky Campo, Committee Member

Other Staff Members Present: Karin Hennings, Administrative Director/CEO; Paul Willette, Ambulance Director; Suzie Talamantes, Health Center Manager and Danae Skinner, Administrative Staff Accountant.

II. Public Participation - No comments

III. Acceptance of Agenda

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

IV. Finance Report Review

A. Review for Approval: June 19, 2019 Minutes

M/S/C Becky Campo/Anne Stokman – to accept the minutes for June 19, 2019 as presented.

B. Review for Approval: July 17, 2019 Minutes

M/S/C Becky Campo/Anne Stokman – to accept the minutes for July 17, 2019 as presented

C. Review Financial Report for June 2019

Karin Hennings reviewed the report and answered all questions regarding the Financial Report. Comparisons to FY 2019-20 Budget Request Draft #3 were discussed at length.

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

D. Review for Recommendation June 2019 Warrants

Karin Hennings reviewed the report and answered all questions regarding the warrants. Danae Skinner explained the batch of voided checks listed on the warrants.

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

IV. Old Business

A. FY 2019-20 Budget Request – Draft 3

Karin Hennings reviewed the report and answered all questions regarding the Budget Request.

M/S/C Anne Stokman/Becky Campo – to recommend to the Board to approve the FY 2019-20 Budget Request – Draft 3 as presented.

V. New Business

A. Auditor Proposals for FY 2018-19

M/S/C Becky Campo/Anne Stokman to table the discussion until the next committee meeting. No Action Taken.

B. New Ambulance Request

M/S/C Anne Stokman/Becky Campo to table the discussion until this evening's Board meeting per the Board Agenda. No Action Taken.

VI. Meeting adjourned – 6:16 PM

Respectfully submitted,

Anne Stokman, Treasurer

**DEL PUERTO HEALTH CARE DISTRICT
875 E Street - Patterson, California 95363
SPECIAL FINANCE MEETING
MINUTES AUGUST 14, 2019**

I. Call to order/Attendance

The meeting was called to order by Anne Stokman, Committee Chair, 5:03 PM

Other Board Members Present: Becky Campo, Committee Member

Other Staff Members Present: Karin Hennings, Administrative Director/CEO; Maria Reyes-Palad, Finance and Accounting Manager; Paul Willette, Ambulance Director; and Danae Skinner, Administrative Staff Accountant.

II. Public Participation - No comments

III. Acceptance of Agenda

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

IV. Finance Report Review – None

IV. Old Business – None

V. New Business

A. Auditor Proposals for FYE 2019, 2020 and 2021

Maria Reyes-Palad presented the Audit Proposal Review Report, both she and Karin Hennings answered the committee's questions regarding the audit proposals.

The committee stated that they will recommend Wipfli to continue to be our auditors. Karin Hennings stated that we would request Wipfli assigns Chris Rogers to oversee our audit.

The Committee wanted the following changes to the Audit Proposal Review Report:

- Section D: Wipfli – to reflect their experience with Special Districts and Health Care Districts.
- Section F: Wipfli – to change the annual fees per year to include the estimated \$3,000 out-of-pocket expenses.

M/S/C Anne Stokman/Becky Campo – to recommend to the board to choose Wipfli as our auditors with the changes to the board resolution listed above.

VI. Meeting adjourned – 5:16 PM

Respectfully submitted,

Anne Stokman, Treasurer

Del Puerto Health Care District
Balance Sheet
As of July 31, 2019

	%				
	Jul 31, 19	Jun 30, 19	Change	Jul 31, 18	% Change
ASSETS					
Current Assets					
Total Checking/Savings	2,707,528	2,634,487	3%	2,167,070	25%
Total Accounts Receivable	743,999	778,487	(4%)	849,389	(12%)
Total Other Current Assets	263,560	149,584	76%	247,000	7%
Total Current Assets	3,715,087	3,562,558	4%	3,263,459	14%
Fixed Assets					
Total 15000 · Capital assets	5,182,702	5,206,254	(0%)	5,162,476	0%
Total Fixed Assets	5,182,702	5,206,254	(0%)	5,162,476	0%
TOTAL ASSETS	8,897,789	8,768,812	1%	8,425,935	6%
LIABILITIES & EQUITY					
Liabilities					
Total Current Liabilities	448,333	405,111	11%	392,169	14%
Total Long Term Liabilities	2,728,660	2,736,615	(0%)	2,891,885	(6%)
Total Liabilities	3,176,993	3,141,726	1%	3,284,054	(3%)
Equity					
3900 · Unrestricted Assets	955,578	495,163	93%	1,701,416	(44%)
Total 3900a · Designated Funds (Cash)	2,178,745	2,178,745		1,579,290	38%
3903 · Net Fixed Assets (Capital)	2,492,762	2,492,762		1,861,535	34%
Net Income	93,710	460,415	(80%)	(362)	25,987%
Total Equity	5,720,795	5,627,085	2%	5,141,879	11%
TOTAL LIABILITIES & EQUITY	8,897,788	8,768,811	1%	8,425,933	6%

Operating Acct	
Month End Cash on Hand	\$ 2,707,528
Due From Mitigation Fund	\$ (119,804)
1003a · TCB-USDA Debt Reserve 7237	\$ (107,684)
3905 · Restricted for Debt Service	\$ (91,941)
3902 · Asset Replacement Fund	\$ (656,000)
3906 · Operating Cash Reserve	\$ (1,311,000)
A/P & Payroll Liability	\$ (348,329)
Unencumbered cash	\$ 72,770

Del Puerto Health Care District
YTD by Class
July 2019

	Total 01 DPHCD			Total 02 Patterson District Ambulance			Total 03 Del Puerto Health Center			Total 06 Keystone Bldg C			TOTAL		
	Jul 19	Budget	% of Budget	Jul 19	Budget	% of Budget	Jul 19	Budget	% of Budget	Jul 19	Budget	% of Budget	Jul 19	Budget	% of Budget
Ordinary Income/Expense															
Income															
4000 · Net patient service revenue				188,979	152,421	124%	225,384	190,817	118%				414,363	343,238	121%
44000 · Tenant Income							600	600	100%				600	600	100%
5905 · Other Income		165		485	2,404	20%	310	299	104%				795	2,868	28%
Total Income		165		189,464	154,825	122%	226,294	191,716	118%				415,758	346,706	120%
Gross Profit		165		189,464	154,825	122%	226,294	191,716	118%				415,758	346,706	120%
Expense															
601.000 · Salaries & Wages	36,444	34,653	105%	78,971	86,015	92%	75,846	79,886	95%				191,261	200,554	95%
602.000 · Employee Benefits	8,229	7,839	105%	18,085	19,045	95%	20,509	19,500	105%				46,823	46,384	101%
603.000 · Professional Fees	1,820	6,958	26%	21,448	4,250	505%	57,876	62,816	92%				81,144	74,024	110%
604.000 · Purchased Services	1,028	1,083	95%	14,363	13,731	105%	25,945	23,719	109%				41,336	38,533	107%
605.000 · Supplies	404	397	102%	5,225	5,584	94%	4,251	6,996	61%				9,880	12,977	76%
606.000 · Utilities	556	579	96%	1,354	1,270	107%	3,586	3,666	98%				5,496	5,515	100%
607.000 · Rental and Lease	309	320	97%	32	25	128%	563	578	97%				904	923	98%
608.000 · Insurance Coverages	2,728	2,681	102%	12,447	12,429	100%	10,105	10,086	100%				25,280	25,196	100%
609.000 · Maintenance & Repairs	203	333	61%	5,328	7,978	67%	1,316	3,674	36%				6,847	11,985	57%
610.000 · Depreciation and Amortization	2,663	2,583	103%	11,723	12,085	97%	7,119	7,103	100%				21,505	21,771	99%
611.000 · Other operating expenses	2,000	3,865	52%	11,702	9,635	121%	5,206	5,635	92%				18,908	19,135	99%
Total Expense	56,384	61,291	92%	180,678	172,047	105%	212,322	223,659	95%				449,384	456,997	98%
Net Ordinary Income	(56,384)	(61,126)	92%	8,786	(17,222)	(51%)	13,972	(31,943)	(44%)				(33,626)	(110,291)	30%
Other Income/Expense															
Other Income															
701.000 · District Tax Revenues	103,167	103,167	100%	20,000	20,000	100%							123,167	123,167	100%
702.000 · Impact Mitigation Fees															
703.000 · Investment Income	3,382	3,208	105%				0		0%				3,382	3,208	105%
704.000 · Interest Expense							(5,487)	(5,201)	105%				(5,487)	(5,201)	105%
705.000 · Keystone Tenant Income										15,105	15,319	99%	15,105	15,319	99%
708.000 · Non-Guaranteed Grant Revenue															
Total Other Income	106,549	106,375	100%	20,000	20,000	100%	(5,487)	(5,201)	105%	15,105	15,319	99%	136,167	136,493	100%
Other Expense															
801.000 · Common Area Maintenance															
802.000 · Keystone District Expense										8,833	9,113	97%	8,833	9,113	97%
803.000 · Non-Guaranteed Grant Consultant															
Total Other Expense										8,834	9,113	97%	8,834	9,113	97%
Net Other Income	106,549	106,375	100%	20,000	20,000	100%	(5,487)	(5,201)	105%	6,271	6,206	101%	127,333	127,380	100%
Net Income	50,165	45,249	111%	28,786	2,778	1,036%	8,485	(37,144)	(23%)	6,271	6,206	101%	93,707	17,089	548%

Del Puerto Health Care District
Warrants by Bank Account
July 2019

Type	Date	Num	Name	Credit
1000a · Cash and cash equivalents				
1000 · Tri Counties Bank				
1001 · TCB-Operating Checking 1739				
Check	07/15/2019	eft	USDA Rural Development Loan-EFT	11,066.00
Bill Pmt -Check	07/05/2019	EFT	U.S. Bank Equipment Finance - EFT	149.95
Bill Pmt -Check	07/05/2019	EFT	U.S. Bank Equipment Finance - EFT	140.24
Bill Pmt -Check	07/10/2019	EFT	City Of Patterson-H2O, sewer, garbag	212.64
Bill Pmt -Check	07/10/2019	EFT	TSYS Health Services - CC processin	84.71
Check	07/02/2019	wd	Lease Finance - CC Machine	45.72
Check	07/02/2019	wd	Lease Finance - CC Machine	45.72
Bill Pmt -Check	07/05/2019	28295	Airgas USA, LLC	108.13
Bill Pmt -Check	07/05/2019	28296	Alliant Insurance Services	350.00
Bill Pmt -Check	07/05/2019	28297	Beta Healthcare Group	57,786.88
Bill Pmt -Check	07/05/2019	28298	BICSEC Security, Inc	25.00
Bill Pmt -Check	07/05/2019	28299	Bound Tree Medical LLC	489.07
Bill Pmt -Check	07/05/2019	28300	City of Patterson-Business Licenses	269.00
Bill Pmt -Check	07/05/2019	28301	Data Path, Inc	4,625.00
Bill Pmt -Check	07/05/2019	28302	DeHart Plumbing Heating & Air Inc	278.00
Bill Pmt -Check	07/05/2019	28303	Graphic Print Stop	15.72
Bill Pmt -Check	07/05/2019	28304	Greenway Health	1,860.35
Bill Pmt -Check	07/05/2019	28305	GreenWorks Janitorial Services	3,751.00
Bill Pmt -Check	07/05/2019	28306	Life-Assist	2,160.86
Bill Pmt -Check	07/05/2019	28307	McAuley Ford	10,630.81
				0601 & 1901 Repairs
Bill Pmt -Check	07/05/2019	28308	McKesson Medical Surgical Inc.	1,396.36
Bill Pmt -Check	07/05/2019	28309	Mission Linen Supply	365.59
Bill Pmt -Check	07/05/2019	28310	O'Reilly Auto Parts	8.62
Bill Pmt -Check	07/05/2019	28311	Patterson-Westly Chamber of Comme	50.00
Bill Pmt -Check	07/05/2019	28312	Patterson Irrigator	126.00
Bill Pmt -Check	07/05/2019	28313	Paul Oil Co., Inc.	1,518.94
Bill Pmt -Check	07/05/2019	28314	PG&E	54.29
Bill Pmt -Check	07/05/2019	28315	Physicians Service Bureau	251.38
Bill Pmt -Check	07/05/2019	28316	Pitney Bowes - Meter Lease	220.07
Bill Pmt -Check	07/05/2019	28317	Ray-Datta, Ishani (MD)	22,413.58
Bill Pmt -Check	07/05/2019	28318	Rodriguez, Jose (MD)	34,473.33
Bill Pmt -Check	07/05/2019	28319	SEMSA Sierra Medical Services Allian	6,724.74
Bill Pmt -Check	07/05/2019	28320	Stan Med Soc / CA Medical	800.00
Bill Pmt -Check	07/05/2019	28321	Staples Advantage	424.09
Bill Pmt -Check	07/05/2019	28322	Stericycle	650.00
Bill Pmt -Check	07/05/2019	28323	TID Turlock Irrigation District +06	1,991.32
Bill Pmt -Check	07/05/2019	28324	Verizon Wireless	490.91
Bill Pmt -Check	07/05/2019	28325	Workbench True Value Hdwe.	105.04
Bill Pmt -Check	07/10/2019	28326	Airgas USA, LLC	82.50
Bill Pmt -Check	07/10/2019	28327	Alliant Insurance Services	998.98
Bill Pmt -Check	07/10/2019	28328	Bound Tree Medical LLC	318.40
Bill Pmt -Check	07/10/2019	28329	City Of Patterson-H2O, sewer, garbag	441.25
Bill Pmt -Check	07/10/2019	28330	Cole Huber (Cota Cole)	10,371.01
Bill Pmt -Check	07/10/2019	28331	Comcast - E Street	69.53
Bill Pmt -Check	07/10/2019	28332	Frontier-3755	198.34

Del Puerto Health Care District
Warrants by Bank Account
July 2019

Type	Date	Num	Name	Credit
Bill Pmt -Check	07/10/2019	28333	Frontier - HC 8639	191.11
Bill Pmt -Check	07/10/2019	28334	HireRight, LLC	569.95
Bill Pmt -Check	07/10/2019	28335	Life-Assist	2,528.82
Bill Pmt -Check	07/10/2019	28336	M & M Computer Services	181.00
Bill Pmt -Check	07/10/2019	28337	McKesson Medical Surgical Inc.	964.97
Bill Pmt -Check	07/10/2019	28338	MedTech Billing Services, Inc	8,105.76
Bill Pmt -Check	07/10/2019	28339	Pacific Records Management	172.61
Bill Pmt -Check	07/10/2019	28340	Randik Paper Co	290.50
Bill Pmt -Check	07/10/2019	28341	Sanofi Pasteur, Inc	298.47
Bill Pmt -Check	07/10/2019	28342	Solutions Group	124.59
Bill Pmt -Check	07/10/2019	28343	Staples Advantage	30.83
Bill Pmt -Check	07/10/2019	28344	Streamline/Digital Deployment	200.00
Bill Pmt -Check	07/10/2019	28345	Westside Landscape & Concrete	353.50
Bill Pmt -Check	07/10/2019	28346	Zoll	1,059.25
Bill Pmt -Check	07/26/2019	28348	A West Side Self Storage	214.20
Bill Pmt -Check	07/26/2019	28349	AMR-American Medical Response	4,268.00
Bill Pmt -Check	07/26/2019	28350	Beta Healthcare - Workers Comp	4,587.00
Bill Pmt -Check	07/26/2019	28351	Beta Healthcare Group	16,496.88
Bill Pmt -Check	07/26/2019	28352	Bound Tree Medical LLC	980.48
Bill Pmt -Check	07/26/2019	28353	CA Occupational Physicians	1,906.00
Bill Pmt -Check	07/26/2019	28354	Comcast - E Street	181.87
Bill Pmt -Check	07/26/2019	28355	Comcast Business Voice Edge	1,866.78
Bill Pmt -Check	07/26/2019	28356	Crescent Work & Outdoor #1	51.76
Bill Pmt -Check	07/26/2019	28357	Language Line	100.00
Bill Pmt -Check	07/26/2019	28358	Life-Assist	224.24
Bill Pmt -Check	07/26/2019	28359	McKesson Medical Surgical Inc.	820.50
Bill Pmt -Check	07/26/2019	28360	Mid Valley IT	360.00
Bill Pmt -Check	07/26/2019	28361	Mission Linen Supply	357.98
Bill Pmt -Check	07/26/2019	28362	Mountain-Valley EMS Agency	250.00
Bill Pmt -Check	07/26/2019	28363	Patterson Irrigator	96.00
Bill Pmt -Check	07/26/2019	28364	Paul Oil Co., Inc.	1,842.39
Bill Pmt -Check	07/26/2019	28365	Pickle, Cheryle	841.50
Bill Pmt -Check	07/26/2019	28366	ReadyRefresh by Nestle	185.79
Bill Pmt -Check	07/26/2019	28367	Shred-it US JV LLC	155.64
Bill Pmt -Check	07/26/2019	28368	Stanislaus Foundation for Medical Car	100.00
Bill Pmt -Check	07/26/2019	28369	Staples Advantage	235.98
Bill Pmt -Check	07/26/2019	28370	Stericycle	650.00
Bill Pmt -Check	07/26/2019	28371	Thompson Chevrolet Buick GMC Inc.	1,072.15
Bill Pmt -Check	07/26/2019	28372	West Interactive Services Corporation	330.90
Bill Pmt -Check	07/26/2019	28373	West Side Storage Baldwin	180.90
Total 1001 - TCB-Operating Checking 1739				232,067.37
1002 - TCB-Payroll Account 2999				
Liability Check	07/10/2019		QuickBooks Payroll Service	51,465.53
Liability Check	07/24/2019		QuickBooks Payroll Service	50,047.93
Liability Check	07/11/2019	EFT	California State Disbursement Unit	1,329.80
Liability Check	07/25/2019	EFT	California State Disbursement Unit	1,329.80
Liability Check	07/30/2019	EFT	Metlife - Group Benefits	527.37
Liability Check	07/05/2019	E-pay	EDD State of California	221.09
Liability Check	07/11/2019	E-pay	EDD State of California	4,053.16

Del Puerto Health Care District
Warrants by Bank Account
July 2019

Type	Date	Num	Name	Credit
Liability Check	07/11/2019	E-pay	Internal Revenue Service	22,662.46
Liability Check	07/11/2019	E-pay	EDD State of California	187.01
Liability Check	07/25/2019	E-pay	EDD State of California	3,702.00
Liability Check	07/25/2019	E-pay	Internal Revenue Service	21,769.02
Liability Check	07/25/2019	E-pay	EDD State of California	274.10
Paycheck	07/11/2019	24291	Employee Payroll	1,806.13
Paycheck	07/11/2019	24292	Employee Payroll	207.06
Paycheck	07/11/2019	24293	Employee Payroll	979.81
Paycheck	07/11/2019	24294	Employee Payroll	919.95
Paycheck	07/11/2019	24295	Employee Payroll	3,918.54
Liability Check	07/11/2019	24296	Franchise Tax Board	263.39
Liability Check	07/11/2019	24297	United Steelworkers	309.05
Liability Check	07/11/2019	24298	VALIC	7,856.91
Paycheck	07/25/2019	24299	Employee Payroll	2,248.13
Paycheck	07/25/2019	24300	Employee Payroll	1,170.76
Paycheck	07/25/2019	24301	Employee Payroll	919.95
Paycheck	07/25/2019	24302	Employee Payroll	4,488.78
Liability Check	07/25/2019	24303	Franchise Tax Board	195.83
Liability Check	07/25/2019	24304	United Steelworkers	324.12
Liability Check	07/25/2019	24305	VALIC	8,709.43
Liability Check	07/25/2019	24306	CA Choice	26,380.13
Liability Check	07/25/2019	24307	Delta Dental	3,045.96
Liability Check	07/25/2019	24308	MES Vision	470.50
Liability Check	07/30/2019	24309	AFLAC	2,071.18
Total 1002 · TCB-Payroll Account 2999				<u>223,854.88</u>
1007 · TCB - Keystone C 8641				
Bill Pmt -Check	07/10/2019	EFT	Tri Counties Bank-EFT	7,442.07
Bill Pmt -Check	07/05/2019	10146	DeHart Plumbing Heating & Air Inc	420.00
Bill Pmt -Check	07/05/2019	10147	TID Turlock Irrigation District +06	555.94
Bill Pmt -Check	07/10/2019	10148	City Of Patterson-H2O, sewer, garbag	132.76
Bill Pmt -Check	07/10/2019	10149	Gilberto Arroyo-06	395.00
Total 1007 · TCB - Keystone C 8641				<u>8,945.77</u>
Total 1000 · Tri Counties Bank				<u>464,868.02</u>
Total 1000a · Cash and cash equivalents				<u>464,868.02</u>
1003 · Restricted Funds				
1003a · TCB-USDA Debt Reserve 7237				
Check	07/15/2019	eft	USDA Rural Development Loan-EFT	10,060.00
Total 1003a · TCB-USDA Debt Reserve 7237				<u>10,060.00</u>
Total 1003 · Restricted Funds				<u>10,060.00</u>
TOTAL				<u><u>474,928.02</u></u>

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – August 26, 2019

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: Yes

4/5 Vote Required: No

These matters include routine financial and administrative actions.

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

AGENDA ITEMS

- A.** * Approve Board Minutes for Meeting for July 29, 2019
- B.** * Approve Board Minutes for Special Meeting for August 14, 2019
- C.** * Approve Special Finance Committee Meeting Minutes for July 29, 2019
- D.** * Approve Special Finance Committee Meeting Minutes for August 14, 2019
- E.** * Accept Financial Report & Warrants for July 2019

RECOMMENDED

MOTION: That 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

__x__ 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>Director Mac Master</i>				

MOTION IS:

_____ Approved _____ Denied _____ Approved as amended _____ Other

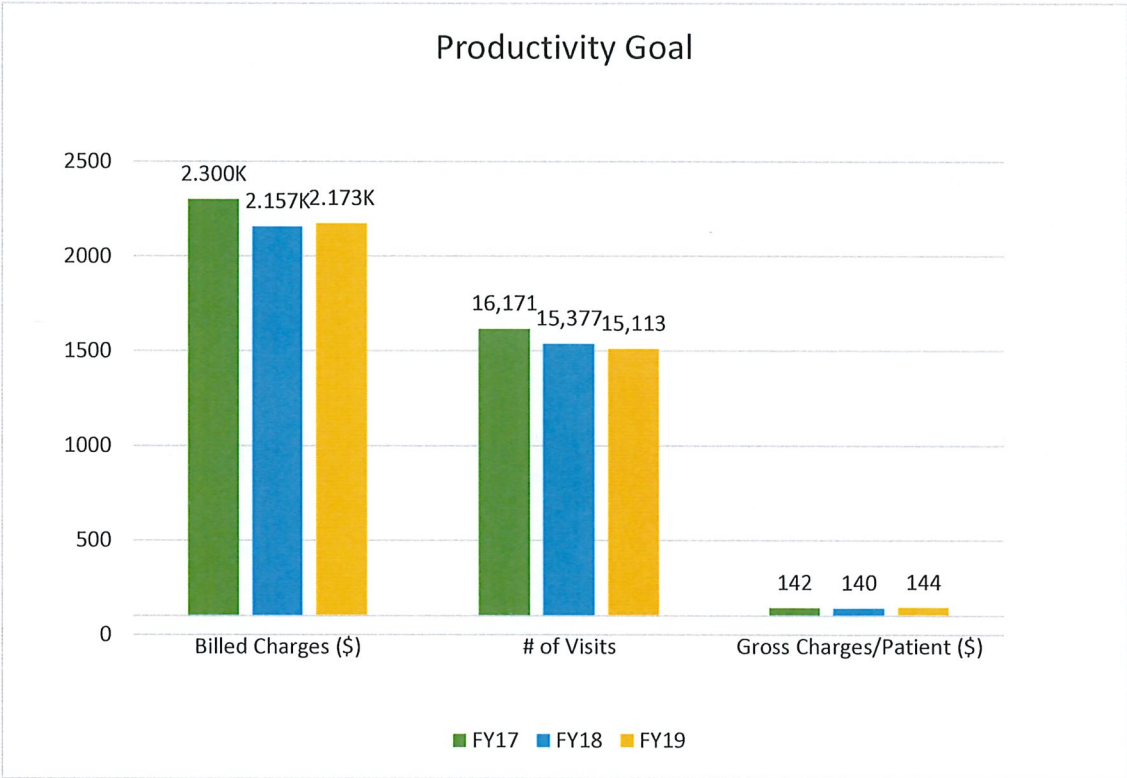
Del Puerto Health Care District HC Physician Productivity Goal

	<u>Jul '16 - Jun 17</u>	<u>Jul '17 - Jun 18</u>	<u>Jul '18 - Jun 19</u>
HC Total Billed Charges	\$ 2,299,870	\$ 2,156,616	\$ 2,173,452
Total # of Visits	16,171	15,377	15,113
Gross Charges per Patient	\$ 142	\$ 140	\$ 144

Productivity Goal per Physician:

<i># Patients per day</i>	22
<i>x work days in a week</i>	4
<i>x work weeks in a year</i>	47

Annual # of Patients per Physician	4,136
---	--------------



Del Puerto Health Care District

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement") is made as of September 1, 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 Jose M. Rodriguez, M.D. ("**Physician**") ("**District and Physician shall each be known as a "party" and together as the "parties."**")

RECITALS

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**"); and

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 family medical services to Patients ("**Health Center**"); and

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; and

WHEREAS, Physician desires to provide such Services to Patients; and

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

WHEREAS, District wishes to secure certain administrative services described in Addendum B to this Agreement, the performance of which shall be by a person holding the position and title of "Medical Director,"; and

WHEREAS, Physician wishes to perform certain administrative and other services, described in Addendum B hereto, as the Medical Director;

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

Del Puerto Health Care District

the Start Date. Commencing on the Start Date, Physician shall establish a full-time medical practice (the "Practice") at the Health Center, in order to provide Services as medically necessary and in accordance with the terms and provisions of this Agreement. In the event that the District establishes additional clinics within the District's legal geographic boundaries ("Additional Clinic(s)") that offer family medicine services, Physician shall provide Services at such Additional Clinics as mutually agreed upon with the District and as governed by this Article. District and Physician shall memorialize the Start Date in writing once it is agreed upon.

1.2 Full-Time Practice. Physician agrees to be available to provide Services in shifts of ten (10) hours per day, four (4) days a week, Monday through Thursday, inclusive, for forty-seven (47) 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 the work shifts. New Year's Day, Memorial Day, Independence Day, Labor 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. As used in this section "one (1) work week" shall mean 32 hours as Physician and 8 hours as Medical Director. Absences greater than five weeks per year will result in a proration of total compensation.

1.3 "Vacation" Time Away from Practice. Physician may be absent from performance of his duties for up to four (4) work weeks per year, based on physician's average hours worked per week. This absence may be designated or referred to informally as "vacation," but will not be vacation or other earned or vested time off. Physician shall continue to receive compensation during such absence as if he had not been absent. Physician shall notify District no less than 30 days in advance of any such absence, and will coordinate with District such that District has enough time to provide other coverage for Physician's services. Physician's absence from performance of his duties shall be in units of no more than two work weeks (i.e., 80 hours) at a time, unless otherwise approved by the Health Center Manager.

1.4 CME Time away from Practice. Physician may be absent from performance of his duties for up to one (1) work week per year for attendance at acceptable Continuing Medical Education courses. Physician shall continue to receive compensation during such absence as if he had not been absent. Physician shall notify District no less than 30 days in advance of any such absence, and will coordinate with District such that District has enough time to provide other coverage for Physician's services.

1.5 Locum Tenens Service. In the event Physician works more than four (4) days per work week performing Physician Services, he shall be paid a rate equivalent to what the District would pay a locum who would perform those duties.

1.6 Patient Count. Physician agrees that he shall provide no fewer than 4,136 patient appointments per year (4,136 visits per year / 47 work weeks per year / 4 workdays per week = 22 visits per day). Physician agrees that patients he sees when acting in the role of locum shall not count toward the minimum of 4,136 appointments required by this section.

1.7 After Hours Call. 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

Del Puerto Health Care District

four licensed providers. When on call Physician shall not be required to be physically present at the Health Center, any Additional Clinic, or any other place as mutually agreed to with District to provide Services, but will be available for consultation by telephone. Physician may be required to take call for Services more than one week out of four if they are providing additional services as Medical Director as defined in Addendum B.

1.8. Physician Extenders Consultation. 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. District shall consult with Physician on Physician Extenders to be hired and/or retained by the District.

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 9.6 of this Agreement.

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

1.11 Compliance with District Requirements. Physician shall fully comply with District's utilization review mechanisms and District's medical administrative guidelines.

1.12 Participation in Quality Assurance, Quality Improvement, Utilization Review, 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.

1.13 Maintenance of Licensing and Board Certification. Physician hereby represents and warrants that he/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 Family Medicine by the America Academy of Family Physicians.

1.14 Maintenance of Professional Standards. Physician shall maintain his professional competence and skills commensurate with the professional standards of the community, and as required by law, by attending and participating in approved continuing education courses.

1.15 Enrollment in Medicare and Medi-Cal Programs. Physician hereby represents that he/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 his/her knowledge, he/she is not, and has never been, a suspended or ineligible provider for Medicare and Medicaid.

Del Puerto Health Care District

1.16 Documentation of Personal Status. 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.

1.17 Peer Review Information. 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 of the aforementioned information shall be maintained in confidence.

1.18 Patient Care 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.

1.19 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.

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.

1.10 Provision of Coverage. When Physician is unable to provide Services due to illness, family emergency or any situation beyond his/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 his/her duties. District shall be solely responsible for compensating such covering physician.

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

Del Puerto Health Care District

Services to Patients as well as the period set forth in Section 6.6, if applicable) professional liability insurance in the minimum amount of Five Million dollars (\$5,000,000) per claim/occurrence and Fifteen Million Dollars (\$15,000,000) 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, Patterson District Ambulance, or Patterson Fire Department; 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.

2.4 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 Three Million Dollars (\$3,000,000) 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.

2.5 Carrier & No Duplicate Coverage. District shall provide professional liability insurance coverage as described in this section from a carrier chosen by District in its exercise of absolute discretion. District and Physician agree to work together to coordinate insurance coverage and to ensure that there is no duplicate insurance coverage.

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

2.8 Marketing Services. Subject to the limitations set forth in this Agreement, District shall provide marketing services it deems reasonably necessary to generate business for District.

Del Puerto Health Care District

2.9 Other Services. District shall arrange for the provision of any other services that may be reasonably necessary to ensure the proper functioning of this Agreement.

ARTICLE III

BILLING OF CLAIMS AND REASSIGNMENT OF PROFESSIONAL FEES

3.1 Patient Insurance Acceptance. Physician will support the DPHC patient base and will be required to comply with third party contracting requirements.

3.2 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.

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

3.4 Transfer of Right to Bill and Receive Professional Fees. Physician hereby transfers and assigns to District all of Physician's rights to bill and receive the professional fees due Physician from third party payors, including the Medicare and Medi-Cal programs, and from self-pay patients, for Services provided to Patients. Physician does not guarantee any collections from the provision of Services.

3.5 Reasonable Value. The revenues collected by District on Physician's behalf, less the compensation paid by District to Physician pursuant to **Exhibit "A"** hereto, represents the reasonable value of the billing and other services, personnel, facilities and equipment made available by District to Physician in this Agreement, does not result in any illegal profit or gain to District from the Services and allows District to ensure 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.

3.6 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 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.

Del Puerto Health Care District

3.7 Use of "Sweep" Account. Physician agrees that amounts paid from any source to Physician or to an account in Physician's name shall be placed into a "sweep" account, and that District shall have the exclusive right to have such amounts transferred from said "sweep" account into an account held exclusively in District's name. Physician further agrees that in establishing the "sweep" account he will authorize such transfers to be made automatically and daily. Physician further agrees to take all steps necessary to set up and maintain such "sweep" account and transfer authorization prior to commencing the performance of Services under this Agreement.

ARTICLE IV COMPENSATION

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

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

4.3 Failure to provide timely credentialing or contracting with third party payors. In the event that Physician fails to complete credentialing and District is unable to collect payment for visits provided by Physician, District shall not be liable to pay physician for those visits based on the total lost revenue.

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

ARTICLE V INDEPENDENT CONTRACTORS

5.1 Independent Contractor Status. Physician is and shall always be an independent contractor with respect to District in the performance of his/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 himself 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.

5.2 Expenses Paid by Contractor. Except as otherwise set forth in this Agreement, Physician shall be solely responsible for paying all his/her expenses, including, but not limited to, health and disability insurance, life insurance, retirement plan contributions, income taxes, FICA, FUTA, SDI and all other

Del Puerto Health Care District

payroll, employment or other taxes and withholdings.

5.3 Waiver of Employee Benefits. In the event that this independent contractor relationship is determined by tax authorities to constitute an employment relationship, Physician shall pay all FICA, FUTA, SDI And payroll taxes and withholdings and 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 a term of five (5) years, effective as of the Start Date ("Initial Term"). At least thirty (30) days prior to the expiration of the Initial Term, and each succeeding term of this Agreement, the parties shall meet to discuss renewal of the Agreement, and any desired amendments.

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

- A. 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;
- B. 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);
- C. 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;
- D. 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
- E. Physician is convicted of a crime involving moral turpitude; or
- F. 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

Del Puerto Health Care District

notice from District to Physician when any of the following occurs:

- A. 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;
- B. 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;
- C. Physician fails to qualify for the necessary professional liability insurance coverage required pursuant to the terms of this Agreement; or
- D. Physician's breach of any of the material terms or covenants of Article III, VII, or VIII.

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

6.5 Without Cause Termination. This Agreement may be terminated without cause by either party at any time by giving at least sixty (60) days prior notice to the other party. In the event that 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 Exhibit A, part 1 through 5, on a pro rata daily basis for each day Services are provided after the effective date of termination, and District shall continue to satisfy its non-compensation obligations under this Agreement during such period as if this Agreement were still in effect. Upon termination or expiration of this Agreement, District shall also timely pay to Physician all accrued but unpaid compensation or reimbursement owed to Physician under this Agreement.

6.7 Upon effective date of termination, Physician shall immediately and permanently discontinue the use of all marks, names, or indicia which in the opinion of District may in any way indicate or tend to indicate that Physician is in any manner associated with District.

Del Puerto Health Care District

ARTICLE VII

CONFIDENTIAL AND PROPRIETARY INFORMATION AND NON-SOLICITATION

7.1 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 his/her possession or control to District. Neither Physician nor District shall unfairly compete with each other.

7.2 Non-Solicitation of Providers or Staff. During the Term of this Agreement, and for a period of three (3) years 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.

7.3 Non-Solicitation of Patients. During the term of this Agreement and any extensions or renewals thereof, and for a further period of three (3) years after termination of this Agreement, Physician agrees not to induce, or attempt to induce, any Patient to change his/her HMO, PPO, can1er, other managed care program, medical contractor, or physician, or to disenroll from any HMO or other managed care program with which District now or hereafter arranges for Physician to contract during the term of this Agreement and any renewals hereof. Physician and District may agree on a payment amount by Physician to District for the right to induce any Patient in the manner otherwise prohibited above.

7.4 Injunctive Relief. The parties hereto recognize that irreparable injury could result to the other party, if a party fails to perform his/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.

7.5 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

8.1 Indemnification of Physician. 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

Del Puerto Health Care District

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.

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

ARTICLE IX GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

To Physician:
Jose M. Rodriguez, M.D.
2712 Palazzo Ct
Modesto, CA 95356

9.6 Notification Date. 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

Del Puerto Health Care District

the other party ten (10) days prior written notice of such change.

9.7 Arbitration. In the event that 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 connection with the arbitration, including its own attorney's fees and costs.

9.8 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.

9.9 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.

9.10 Understanding of Agreement. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.

9.11 Survival. The provisions of Sections 1.13, 2.3, 3.1, 3.2, 6.6, 9.1 through 9.6, 9.8, 9.9, 9.10 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: Jose M. Rodriguez
Jose M. Rodriguez, M.D., an individual

Del Puerto Health Care District

EXHIBIT A

PHYSICIAN COMPENSATION AND BENEFITS

A-1. Compensation. District shall pay Physician the amount of three hundred eighteen thousand dollars (\$318,000) in annual base compensation. Said amount is inclusive of any medical insurance allowance or retirement benefit payment that may be defined in other District provider contracts.

A-2. Start Date. The start date shall be September 1, 2019.

A-3. Payment Date. 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.

A-4. Potential Adjustment. Compensation described above may be reviewed and adjusted by District, after consultation with Physician, if the average charges after adjustments per Health Center patient for all insurers is reduced by ten percent (10%) or more at the end of each fiscal year. Average patient charges after adjustments for FYE 2019 is \$137.00 per patient.

A-5. Days Off. 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.

A-6. Reimbursements. District shall also provide the following reimbursements to Physician within thirty (30) days of Physician providing reasonable proof of payment:

- California Medical License and regional hospital privilege fees and renewal fees, and DEA renewal fees (including any fees to transfer any certification to California);
- Annual membership in the American Academy of Family Physicians and Stanislaus/California Medical Society; and
- Annual City of Patterson Business License.
- Any application, credentialing, submittal, or other fees related to participation in any third -party payor agreements or providing Services at any health facility as mutually agreed upon and within the District's geographic boundaries.

A-7. Productivity Bonus Eligibility and Payment. Physician is eligible for a productivity bonus of \$57.15 per billable visit greater than 22 patients per 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 314 patients in the month of May in which he worked 14 clinic days – 22 patients per day x 14 clinic days = 308 patients. If Physician saw 314 billable patients the productivity bonus will be paid on 314-308 = 6 patients x \$57.15 = \$342.90 bonus for May will be paid on July 5th.)

A.8. Addendum A is specifically incorporated into this Agreement as if entirely set forth herein.

Del Puerto Health Care District

ADDENDUM B MEDICAL DIRECTOR DUTIES AND COMPENSATION

B-1. Responsibilities. The District contracts with a Health Center Medical Director (“Medical Director”) to provide oversight of all medical services provided through the Health Center and /or any Additional Clinic’s. In addition to provider patient care responsibilities, Physician agrees to assume the Medical Director role for Del Puerto Health Care District including Del Puerto Health Center and Patterson District Ambulance. The Medical Director provides oversight of all medical services provided through the Health Center and /or any additional clinics and agrees to consult with all other Providers on Health Center protocols and Services.

B-2. Performance as Medical Director. Physician agrees to devote no fewer than eight (8) hours per week as the Health Center’s Medical Director. As Medical Director, Physician shall provide direction, supervision, and administrative services in support of the medical aspects of the District’s operations. Such activities shall include, without limitation, working the District administration to locate personnel to cover uncovered Health Center provider shifts, providing Health Center medical care training and oversight, engaging in community outreach, and Health Center provider oversight. Medical Director shall document the work performed as Medical Director in a manner that satisfies Center for Medicare and Medicaid Services (CMS) audit requirements.

B-3. Call Coverage. Physician further agrees that, as an integral and necessary part of the Services provided by Medical Director, he, in agreement with other District providers shall assure a provider is available by telephone, pager, or other agreed-upon electronic means, for consultation with Providers and Patients, and shall be responsible when another provider is not available to take call, except for such times as Physician is on vacation or engaged in a course of CME.

B-4. Physician Extender Oversight and Management. In the event Medical Director determines that a Physician or Physician Extender is not performing his/her duties in a manner that meets the applicable standard of care in pediatric, family, or industrial medicine or is behaving inappropriately toward Patients, fellow employees, families of Patients, or visitors at the Health Center, Medical Director shall report such concerns to the Administrative Director / CEO. It shall be the District’s sole responsibility to take whatever actions it deems necessary regarding to such Physician Extender.

B-5. Training. As Medical Director, Physician shall provide training to the Physician Extenders. with respect to proper medical record entries and shall implement appropriate systems for periodic review of such entries.

B-6. Supplemental Support Obligations. As Medical Director, Physician shall also provide EMR support, participate in and/or create outreach programs, and participate, at his option, in community events related to the services performed by the District

B-7. Duty to Dedicate Full Time and Effort to District. During the term of this Agreement and all subsequent terms, Medical Director shall devote his full time, energy, and ability exclusively to the duties described herein, and shall not, without District’s prior written consent, render to others services of any

Del Puerto Health Care District

kind for compensation, or engage in any other activity that would materially interfere with the performance of Medical Director's duties under this Agreement, whether as a Provider or as Medical Director.

B-8. Non-Conflict of Interest. Medical directorships and medical society activities are not considered conflicts of interest for the Physician.

B-9. Non-Compete. Medical Director shall not set up a competing enterprise while operating under this Agreement, whether directly or indirectly, whether as a partner, employee, creditor, shareholder, or otherwise.

B-10. No Outstanding Commitments. Medical Director here represents that he has no other outstanding commitments inconsistent with any of the terms of this Agreement or the duties to be rendered under it, or that such inconsistent commitments will be terminated prior to the effective date of this Agreement.

B-11. Fee. District shall pay Physician One Hundred Six Thousand (\$106,000.00) per year as compensation for Medical Director services. Such amount shall be payable to Physician in monthly payments five (5) days following the first of the month for Medical Director services rendered for the previous month. Said payment shall not be made if Physician has failed to document the work performed as Medical Director in a manner that satisfies Center for Medicare and Medicaid Services (CMS) audit requirements.

B-12. Addendum B is specifically incorporated into this Agreement as if entirely set forth herein.

BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT

Board Meeting – [AUG 26, 2019]

[Agenda # 9.A – DR. JOSE RODRIGUEZ’ CONTRACT RENEWAL][Agenda # 9.A – DR. JOSE RODRIGUEZ’ CONTRACT RENEWAL] **Page 1 of 1**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

SUBJECT: DR. JOSE RODRIGUEZ’ CONTRACT RENEWAL

RECOMMENDATION: Board to approve Dr. Jose Rodriguez renewal of five (5) year contract effective September 01, 2019. With a 6% incentive on compensation as follows:

As Physician – from \$300,000 to \$318,000

As Medical Director – from \$100,000 to \$106,000

CONSIDERATIONS:

DISTRICT PRIORITY:

POLICY ISSUE: Fiscal Accountability and Transparency

FISCAL IMPACT: \$424,000 Annual Cost

STAFFING IMPACT: None

CONTACT PERSON: Karin Hennings

ATTACHMENT(S): Productivity Goal Review

RECOMMENDED BOARD ACTION:

ROLL CALL REQUIRED: YES

RECOMMENDED MOTION: [_____]

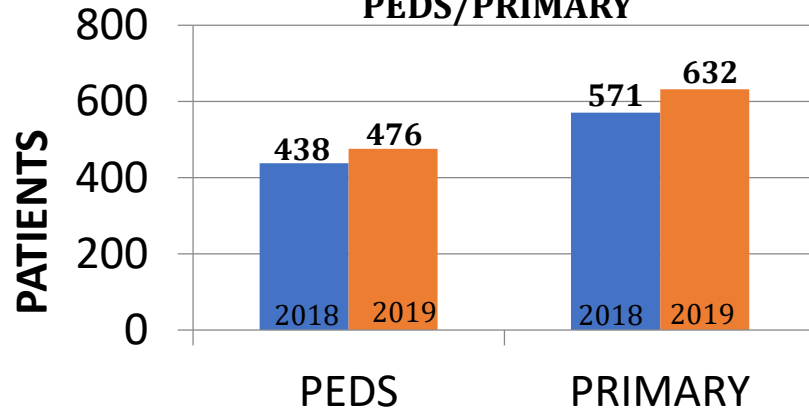
DEL PUERTO HEALTH CENTER

July 2018/2019

2018= 1,009
2019= 1,108

+ 9.8 %

PATIENT VOLUME PEDS/PRIMARY



PRIMARY CARE

2018 RODRIGUEZ/ CHRISTINE / LENNARD

2019 RODRIGUEZ/ CHRISTINE/ LENNARD

PEDIATRICS

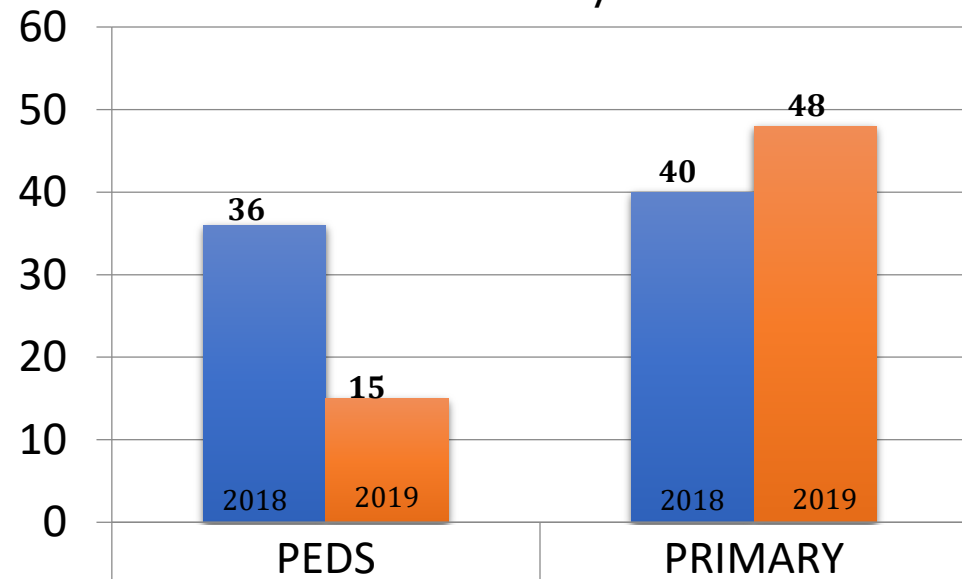
2018 CHRISTINE/RODRIGUEZ/LENNARD

2019 CHRISTINE/ RODRIGUEZ/ LENNARD /RAY-DATTA

2018 = 76
2019 = 63

- 17.1 %

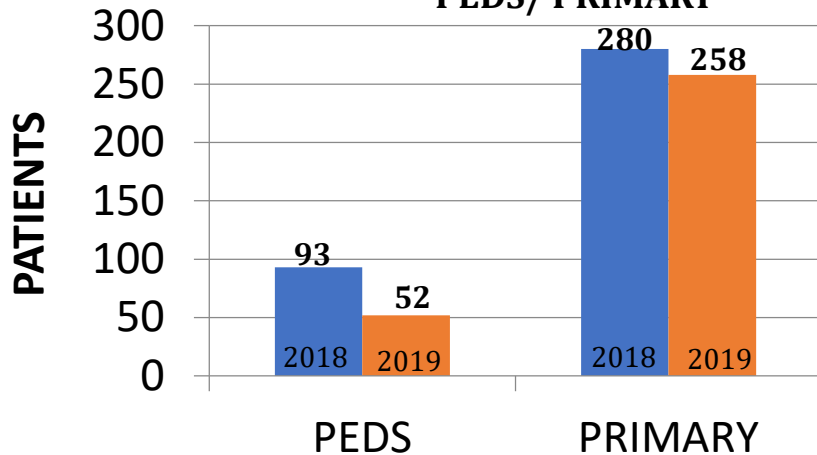
NEW PATIENT VOLUME PEDS / PRIMARY



2018= 373
2019= 310

- 16.9 %

SAME DAY APPOINTMENTS PEDS/ PRIMARY



■ 2018	36	40
■ 2019	15	48

Productivity per Provider

July 2017-2019

