BOARD OF DIRECTORS

Becky Campo, President Luis Avila, Vice-President George Gallo MacMaster, Secretary Anne Stokman, RN, Treasurer Steve Pittson, DC, Board Member

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

BOARD OF DIRECTORS SPECIAL MEETING

Monday May 23, 2022 @ 6:30 pm

The meeting will be held in a conference room at 1700 Keystone Pacific Parkway, Bldg B.

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

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

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

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

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

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

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

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

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

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



- 1. Call to Order
- 2. **Pledge of Allegiance**
- 3. Board of Directors Roll Call
- 4. **Reading of the DRAFT Vision Mission and Value Statements** Vision: "A locally cultivated, healthier community." Mission: "To partner, promote and provide quality healthcare for all" Values: "Compassion, Commitment, Excellence"
- 5. **Public Comment Period** [Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the District. Comments on matters listed on the agenda are 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 moving any consent calendar item to regular calendar or change the order of the agenda items.]

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

Action

- A. *Approve Board Meeting Minutes April 25, 2022
- B. *Accept Finance Committee Minutes April 20, 2022
- C. *Accept Financial Reports April 30, 2022
- D. *Resolution 2022-07 Option to Continue Use of Emergency Meeting Protocols

9. **Regular Calendar**

A. *Any Consent calendar items moved to regular calendar	Action
B. FY22-23 Budget 1 st Draft	Information
C. Review of Logo Designs	Information
D. Request for Proposal – Conceptual Design	Action

10. Reports

Α.	Employee Anniversaries & New Hires	<u>May</u>	Years
	Ambulance:	Justin Berry	New
	Health Center	Suzie Benitez	12
		Corina Clark	1
		Rajdeep Singh	New
	Administration	Karin Freese Hennings	6

- B. Del Puerto Hospital Foundation Director Mac Master
- C. Ambulance Director, Paul Willette
- D. Health Center Manager, Suzie Benitez
- E. Administration Administrative Director/CEO, Karin Hennings

11. Strategic Planning

A. Mission, Vision, Values

DEL PUERTO HEALTH CARE DISTRICT Board of Directors Special Meeting Monday May 23, 2022 @ 6:30 pm

- B. Community Health Needs Assessment
- C. Strategic Plan Document

12. Director Correspondence, Comments, Future Agenda Items Information

- 13. Upcoming Regular Board and Standing Committee Meeting Dates Information Finance – Mon, June 27, 2022 @ 5:30 PM Board – Mon, June 27, 2022 @ 6:30 PM Finance – Wed, July 20, 2022 @ 8:30 AM Board – Mon, July 25, 2022 @ 6:30 PM
- 14. **Closed Session** [Board of Directors may recess to closed session for discussion of certain matters as legally permitted. Any action taken shall be reported in open session.]
 - A. Gov't Code § 54956.9(b) Conference with Legal Counsel Anticipated litigation or significant exposure to litigation: One (1) potential case.

15. Reconvene to Open Session – Report of Closed Session

14. Adjourn



1. Call to order

@ 6:30 pm by President, Becky Campo

- 2. Pledge of Allegiance
- 3. Board of Directors Roll Call.

Directors Present:	President, Becky Campo
	Vice President, Luis Avila
	Secretary, George Gallo Mac Master
	Treasurer, Anne Stokman
	Director, Steve Pittson - Virtual
Directors Absent:	None
Staff Present:	Administrative Director/CEO, Karin Hennings
	Ambulance Director, Paul Willette - Virtual
	Financial Accounting Manager, Maria Reyes Palad
	Clerk of the Board, Cheryle Pickle
District Legal Council:	Dave Ritchie, Cole Huber, LLP

We have a Quorum

- Reading of the Mission Statement The newly adopted Mission Statement was read.
 "To partner, promote and provide quality healthcare for all"
- 5. Public Comment Period No public comment

Present:

Gerald Parente -Virtual Kandace -Virtual

- 6. Declarations of Conflict: There were no conflicts of interest.
- 7. Approval of Agenda:

M/S/C To accept the agenda. Director Stokman/Director Mac Master Ayes: Directors Campo, Avila, Stokman, Mac Master, Pittson Nays: None Abstain: None Passed

- 8. Consent Calendar * [Routine committee reports, minutes, and non-controversial items]
 - A. *Approve Board Meeting Minutes March 28, 2022
 - B. *Accept Finance Committee Minutes March 23, 2022
 - C. *Accept Financial Reports March 31, 2022



> M/S/C. To accept the Consent Calendar. Director Stokman/Director Avila Ayes: Directors Campo, Avila, Stokman, Mac Master, Pittson Nays: None Abstain: None Passed by roll call vote

9. Regular Calendar

- A. *Any Consent calendar items moved to regular calendar
- B. Engagement of Wulff Hansen as Municipal Advisor

Ms. Henning explained that the finance committee had reviewed multiple providers for this service. Director Stokman shared the Finance Committee's findings. They felt that Wulff Hansen had the most experience with Special Districts.

M/S/C. The Board of Directors engage Wulff Hansen as the District's municipal advisors.

Director Stokman/Director Mac Master **Ayes**: Directors Campo, Avila, Stokman, Mac Master, Pittson Nays: None Abstain: None **Passed by roll call vote**

C. Marketing Proposal from MHD

Ms. Hennings shared with the directors the need for updating the District's logo and explained the need for marketing, specially to the younger demographic. She reviewed the proposal from MHD.

Discussion was had. The idea of crowd sourcing the design of the logo was suggested. It was noted that whatever marketing we do it needs to be measurable, It was agreed that now is a good time to look at rebranding since we have a new Vision statement and a new Mission statement.

The need to promote our new providers was discussed. It may be good to do this in conjunction with the Apricot Fiesta. A social media campaign as proposed by MHD was discussed as a possible means of marketing this. Using the text messaging and phone capabilities of our software, Athena, was also discussed. Other forms of advertising were discussed such as posters, small billboards, shopping carts and redesigning our website to appeal to patients.

Also contacting the Irrigator and the Peach Jar were other suggestions. The need to go ahead with the provider promotion now was discussed. We may need to do this before we do rebranding.

The Board liked the ideas of crowd sourcing. They wanted to get bids for the other services.



> M/S/C. The Board approves to spend no more than \$5000.00 to promote our new providers and begin the rebranding process. Director Stokman/Director Avila Ayes: Directors Campo, Avila, Stokman, Mac Master, Pittson (Director Pittson had audio difficulties. Signified a vote In the affirmative by using a "thumbs up") Nays: None Abstain: None Passed by roll call vote

D. Name two Board Members to Ad Hoc Committee for CEO Annual Review

Ms. Hennings explained the process. The President is to appoint two Directors to be the Ad Hoc Committee for CEO Annual Review. Director Campo appointed Directors Mac Master and Avila to the Ad Hoc Committee for CEO Annual Review. Director Mac Master will serve as the Ad Hoc chair. Cheryle Pickle, HR Manager will be the staff contact.

E. Design-Build Legal Opinion

Ms. Hennings reviewed the legal opinion. The conclusion is that it would be acceptable to the District to use the Design-Build process. Director Avila was interested in who might object to the District's use of design build.

F. Auditor Engagement FYE 2022-2024 – Wipfi

Ms. Hennings explained that it was time to select an auditor. She asked Ms. Reyes-Palad to explain how they had selected the auditor. Ms. Reyes-Palad explained that they had sent the invitation to bid to 25 different firms. Only 3 responded. The comparison of these three is included in the packet. Wipfi has worked with us for the past 6 years. They understand the on going issue we are having with Athena. Because of these reasons staff recommends Wipfli to be the auditor.

> M/S/C. The Board engage Wipfli as the District's auditors for the Fiscal Year End 2022, 2023, and 2024 at an audit fee of \$25,000 per year plus expenses/ Director Mac Master /Director Avila

Ayes: Directors Campo, Avila, Stokman, Mac Master, Pittson (Director Pittson had audio difficulties. Signified a vote In the affirmative by using a "thumbs up")

Nays: None Abstain: None Passed by roll call vote



10. Reports

Α.	Employee Anniversaries & New Hires	<u>April</u>	<u>Years</u>
	Ambulance:	Miguel Vasquez, Jr.	New
		Paul Willette	7
	Health Center	Maryanne Barajas	7

- B. West Side Health Care Task Force Director Avila No Report
- **C.** Del Puerto Hospital Foundation Director Mac Master Had a productive meeting. Nothing to report.
- D. Legislative Advocacy Committee Director Avila and Campo No report. Ms. Hennings will be attending the ACHD meeting in Sacramento and Dave Ritchie will be attending the League of Cities meeting. They will report anything that they learn.

E. Ambulance - Director, Paul Willette

Mr. Willette reviewed his reports for the months of February and March. The mutual aid has reduced in the Modesto & Turlock area. The ambulance is still responding to over 93% of the calls in the District. The numbers for Mutual Aid appear to be the same for both months. Mr. Willette will research this and send a corrected report out.

F. Health Center - Manager, Suzie Benitez

Ms. Benitez is on vacation. However, her report is in the packet. Ms. Hennings added that our new Nurse Practitioner, Raj Singh, has started. He opened wing C. So, for the first time we are using all three wings. Lizandro Barragan is now seeing patients on his own. We are looking for a part-time Pediatrician. Covid numbers are way down. We expect the numbers of patient visits for April to be way up.

Ms. Hennings and Jessica Herrera, LCSW just met this morning with schools. Jessica will be presenting a total of six meetings (Some in English and some in Spanish). Then we will meet to schedule more meetings for the fall catalog. We will be meeting with Legacy Foundation to see if we can get a grant to supply stipends for our providers who participate in these meetings.

G. Administration – Administrative Director/CEO, Karin Hennings Ms. Hennings presented the draft Perpetual calendar for the board.

11. Strategic Planning.

A. Review Results from Planning Retreat – April 23, 2022

Ms. Hennings reviewed a handout with an overview of the strategic goals of each department. She shared the priorities that the board voted on at the retreat.

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There is a Special Board Meeting scheduled for May 11, 2022 @ 500 pm. To discuss the building project.

- 12. Director Correspondence, Comments, Future Agenda Items None
- 13. Upcoming Regular Board and Standing Committee Meeting Dates

Finance – Wednesday, May 18, 2022 @ 8:30 AM Finance – Wednesday June 22, 2022 @ 830 AM Finance – Wednesday July 20, 2022 @ 8:39 AM Board – Monday, May 23, 2022 @ 6:30 PM Board – Monday, June 27, 2022 @ 630 PM Board – Monday, July 25, 2022 @ 6:30 PM

The floor was opened to Public Comments There were none.

Adjourned to Closed Session @ 7:32pm

- 14. **Closed Session** [Board of Directors may recess to closed session for discussion of certain matters as legally permitted. Any action taken shall be reported in open session.]
 - A. Gov't Code § 54956.9(b)
 B. Gov't Code § 54956.9 Existing Litigation
 Conference with Legal Counsel Anticipated litigation or significant exposure to litigation: One (1) potential case.
 Case CV-21-003566 Stanislaus County Parente & Parente v. Del Puerto Health Care District
 - 15. Reconvene to Open Session 7:45 pm Report of Closed Session

No reportable items. Instructions given to staff.

16. Adjourn @ 7:46 pm

DEL PUERTO HEALTH CARE DISTRICT 875 E Street – Patterson, California 95363 FINANCE MEETING MINUTES April 20, 2022

1. Call to order/Attendance

The meeting was called to order by Anne Stokman, Committee Chair, 8:31 AM

Other Board Members Present: George Gallo Mac Master, Committee Member

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

2. **Public Participation** – there were no comments

3. Acceptance of Agenda

M/S/C George Gallo Mac Master/Anne Stokman to accept the agenda as presented.

4. Finance Report Review

- A. Review for Approval: March 23, 2022 Finance Meeting Minutes M/S/C George Gallo Mac Master/Anne Stokman to accept the minutes for March 23, 2022 as presented.
- **B.** Review Financial Reports for March 2022 Maria Reyes-Palad reviewed the Financial Reports for March 2022 and answered all questions regarding the reports.

M/S/C Anne Stokman/George Gallo Mac Master to recommend to the Board to accept the Preliminary Financial Reports as presented.

C. Review for Recommendation March 2022 Warrants Maria Reyes-Palad reviewed the report and answered all questions regarding the Warrants.

M/S/C George Gallo Mac Master/Anne Stokman to recommend to the Board to accept the Warrants as presented.

5. Old Business

A. RFP for Auditors FY2022-2024

Maria Reyes-Palad updated the committee regarding the progression of the RFP process. She sent out 23 RFPs and received three proposals. Maria Reyes-Palad reviewed the proposals and the committee asked if the costs the auditors gave were open for negotiation. Karin Freese Hennings will contact the firm and update the committee.

Discussion Only – No Action Taken.

6. New Business

A. District, HC, and Ambulance Marketing and Promotion Campaign

Karin Freese Hennings stated that the Apricot Fiesta special section of the Patterson Irrigator was going to include an ad profiling our providers to inform the community about our new providers. Karin Freese Hennings also stated that the Community Needs Assessment showed that the District is unknown to the residents and therefore we need targeted advertising to our potential patients.

Discussion Only – No Action Taken.

DEL PUERTO HEALTH CARE DISTRICT 875 E Street – Patterson, California 95363 FINANCE MEETING MINUTES March 23, 2022

B. First Draft of Fiscal Year 2022-23 Operating Budget Maria Reyes-Palad presented the first draft of the 2022-23 budget with only the expenses as the income has not yet been estimated, due to the increased number of providers at the Health Center and updated reimbursement factors. Discussion Only – No Action Taken.

7. Accounting and Finance Manager Report

- A. Update on COVID19 Stimulus P&L Information Only – No Action Taken
- B. Set Schedule for Committee Review of Account Reconciliations Anne Stokman reviewed the Account Reconciliations after the meeting was adjourned.

Meeting adjourned – 9:27 AM

Respectfully submitted,

, Stoknow

Anne Stokman, Treasurer

Del Puerto Health Care District Balance Sheet As of April 30, 2022

	Apr 30, 22	Mar 31, 22	% Change	Apr 30, 21	% Change	NOTES
ASSETS						
Current Assets						
Total Checking/Savings	2,657,950	2,731,568	(3%)	2,493,696	7%	
Total Accounts Receivable	590,477	607,559	(3%)	801,450	(26%)	
Total Other Current Assets	448,332	312,821	43%	498,102	(10%)	
Total Current Assets	3,696,759	3,651,948	1%	3,793,248	(3%)	
Fixed Assets						
Total 151.000 · Capital assets	5,178,298	5,207,738	(1%)	5,194,147	(0%)	
Total Fixed Assets	5,178,298	5,207,738	(1%)	5,194,147	(0%)	
TOTAL ASSETS	8,875,057	8,859,686	0%	8,987,395	(1%)	
LIABILITIES & EQUITY						•
Liabilities						
Total Current Liabilities	412,425	369,492	12%	406,690	1%	
Total Long Term Liabilities	1,451,662	1,456,881	(0%)	2,187,770	(34%)	
Total Liabilities	1,864,087	1,826,373	2%	2,594,460	(28%)	•
Equity						
350.000 · Unrestricted Assets	1,599,538	1,599,538		1,086,586	47%	
Total 360.000 · Assigned Fund Balance	2,004,002	2,004,002		2,282,054	(12%)	
Total 370.000 · Restricted Fund Balance	242,870	242,870		240,524	1%	
390.000 · Net Fixed Assets (Capital)	2,492,762	2,492,762		2,492,762		
Net Income	671,800	694,144	(3%)	291,009	131%	YTD overall result
Total Equity	7,010,972	7,033,316	(0%)	6,392,935	10%	-
TOTAL LIABILITIES & EQUITY	8,875,059	8,859,689	0%	8,987,395	(1%)	-

	Apr 30, 22	Mar 31, 22
Month End Cash Balance	2,657,950	2,731,568
101.015 · TCB - Keystone C 8641	(164,830)	(150,384)
103.100 · TCB-USDA Debt Reserve 7237	(122,907)	(122,905)
370.010 · Mitigation Fees	(122,150)	(122,150)
360.030 · Asset Replacement Fund	(588,002)	(588,002)
AP & Payroll Liabilities	(357,279)	(313,630)
UNENCUMBERED CASH	1,302,782	1,434,497
Percent of Operating Reserve	92%	101%
360.070 · Operating Cash Reserve	1,416,000	1,416,000

Del Puerto Health Care District YTD by Class July 2021 through April 2022

	Total 00) Tax Reve	nue	Tota	I 01 DPHC	D	Total 02 Patters	on District	Ambulance	Total 03 Del I	Puerto Healt	th Center	Total 06 K	Keystone I	Bldg C		TOTAL	
	Jul '21 - Apr			Jul '21 - Apr		% of	Jul '21 - Apr		% of	Jul '21 - Apr		% of	Jul '21 - Apr		% of	Jul '21 - Apr		% of
Ordinary Income (Fundament	22	Budget	Budget	22	Budget	Budget	22	Budget	Budget	22	Budget	Budget	22	Budget	Budget	22	Budget	Budget
Ordinary Income/Expense Income																		
401.000 · Gross Patient Service Revenue							8,160,209	7,462,325	109%	1,709,450	2,054,000	83%				9.869.659	9,516,325	104%
401.000 · Gloss Patient Service Revenue 403.000 · Adjustments	e						(5,576,499)		109%	9,165	(100,000)	63% (9%)				(5,567,334)		
405.000 · Bad Debt							(633,840)	(637,288)	99%	(11,766)	(100,000)	(3%) 71%				(645,606)	(653,955)	
405.000 · Bad Debt 407.000 · Other Income				2,850	1,668	171%	49,453	38,667	128%	596,132	582,500	102%				648,435	622,835	
Total Income				2,850	1,668	171%	1,999,323	1,898,786	105%	,	2,519,833	91%				4,305,154	4,420,287	97%
					,		1,999,323	, ,										
Gross Profit				2,850	1,668	171%	1,999,323	1,898,786	105%	2,302,981	2,519,833	91%				4,305,154	4,420,287	97%
Expense				070.000	070.000	4000/	4 000 4 40	4 000 400	4000/	770.000	000 470	0.00/				0.044.577	0 407 504	000/
601.000 · Salaries & Wages				373,362	372,866 112,836	100% 95%	1,096,146 261,980	1,098,166	100%	772,069	936,472 275,341	82% 86%				2,241,577	2,407,504 639,407	
602.000 · Employee Benefits				107,204	,			251,230	104%	238,160						607,344		
603.000 · Professional Fees				34,250	96,167	36%	12,525	8,950	140%	575,798	485,554	119%				622,573	590,671	105%
604.000 · Purchased Services				10,192	9,463	108%	198,741	185,802	107%	181,151	167,533 68,458	108% 115%				390,084	362,798	
605.000 · Supplies				6,273	5,317 6.542	118% 98%	75,946	74,483	102%	78,706	,	102%				160,925	148,258	
606.000 · Utilities				6,405	- / -		16,653 316	15,167 317	110%	36,209	35,333 1,875					59,267	57,042 5,623	
607.000 · Rental and Lease				3,495	3,431	102%			100%	1,904	,	102%				5,715		
608.000 · Insurance Coverages				33,375	33,373	100%	150,294	148,984	101%	94,444	94,444	100%				278,113	276,801	
609.000 · Maintenance & Repairs				1,473	2,192	67% 98%	60,326	49,583	122%	33,401	25,745	130%	20.042	00.004	4000/	95,200	77,520	
610.000 · Depreciation and Amortization				15,758	16,081		136,085	139,167	98%	65,865	65,750	100%	39,643	39,664	100%	257,351	260,662	
611.000 · Other operating expenses				33,024	39,337	84%	149,283	144,161	104%	162,572	129,520	126%	150	00.004	100%	345,029	313,018	
Total Expense				624,811	697,605	90%	2,158,295	2,116,010	102%	2,240,279	2,286,025	98%	39,793	39,664	100%	5,063,178	5,139,304	
Net Ordinary Income				(621,961)	(695,937)	89%	(158,972)	(217,224)	73%	62,702	233,808	27%	(39,793)	(39,664)	100%	(758,024)	(719,017)) 105%
Other Income/Expense																		
Other Income																		
701.000 · District Tax Revenues	1,175,900	1,154,333	102%				200,190	200,583	100%							1,376,090	1,354,916	
702.000 · Impact Mitigation Fees	2,346		100%							_						2,346		100%
703.000 · Investment Income				4,924	5,417	91%	0			0		0%				4,924	5,417	
704.000 · Interest Expense										(48,217)	(48,223)	100%	N 7 7	(24,010)	82%	(67,976)	(72,233)	
705.000 · Tenant Revenue										600	600	100%	111,416	108,920	102%	112,016	109,520	
710.000 · Misc Other Income				268		100%	5,051		100%	8,134	3,000	271%				13,453	3,000	
Total Other Income	1,178,246	1,154,333	102%	5,192	5,417	96%	205,241	200,583	102%	(39,483)	(44,623)	88%	91,657	84,910	108%	1,440,853	1,400,620	103%
Other Expense																		
802.000 · Keystone District Expense													11,025	9,338	118%	11,025	9,338	118%
810.000 · Misc Other Expense																		
Total Other Expense													11,024	9,338	118%	11,024	9,338	
Net Other Income	1,178,246	, ,	102%	5,192	5,417	96%	205,241	200,583	102%	(39,483)	(44,623)	88%	80,633	75,572	107%	1,429,829	1,391,282	
Net Income	1,178,246	1,154,333	102%	(616,769)	(690, 520)	89%	46,269	(16,641)	(278%)	23,219	189,185	12%	40.840	35,908	114%	671,805	672,265	100%

Del Puerto Health Care District Warrants by Bank Account April 2022

Туре	Date	Num	Name	Credit	Notes
101.000 · Cash and	cash equiva	alents			
101.010 · Tri Coun					
101.011 · TCB-Op	perating Che	cking 17	39		
Bill Pmt -Check	04/04/2022	-	U.S. Bank Equipment Finance - EFT	126.27	
Bill Pmt -Check	04/07/2022	EFT	Umpqua Bank	7,241.50	
Bill Pmt -Check	04/20/2022	EFT	City Of Patterson-H2O, sewer, garbage	354.64	
Bill Pmt -Check	04/04/2022	30992	MD - Rodriguez, Jose	35,333.33	
Bill Pmt -Check	04/04/2022	30993	PG&E	623.57	
Bill Pmt -Check	04/04/2022	30994	SEMSA Sierra Medical Services Alliand	7,924.77	
Bill Pmt -Check	04/07/2022	30995	Airgas USA, LLC	95.73	
Bill Pmt -Check	04/07/2022	30996	AMR-American Medical Response	6,573.15	
Bill Pmt -Check	04/07/2022	30997	AMS Software Inc.	193.00	
Bill Pmt -Check	04/07/2022	30998	Bound Tree Medical LLC	485.77	
Bill Pmt -Check	04/07/2022	30999	Coit	1,008.04	
Bill Pmt -Check	04/07/2022	31000	Data Path, Inc	6,235.88	
Bill Pmt -Check	04/07/2022	31001	DeliverHealth	237.00	
Bill Pmt -Check	04/07/2022	31002	Graphic Print Stop	12.88	
Bill Pmt -Check	04/07/2022	31003	GreenWorks Janitorial Services	4,145.00	
Bill Pmt -Check	04/07/2022	31004	Hi-Tech EVS, Inc.	3,983.92	
Bill Pmt -Check	04/07/2022	31005	Language Line	402.03	
Bill Pmt -Check	04/07/2022	31006	Life-Assist	1,120.92	
Bill Pmt -Check	04/07/2022	31007	Life Line	89.40	
Bill Pmt -Check	04/07/2022	31008	McAuley Ford	77.50	
Bill Pmt -Check	04/07/2022	31009	McKesson Medical Surgical Inc.	5,389.89	
Bill Pmt -Check	04/07/2022	31010	MedTech Billing Services, Inc	7,750.00	
Bill Pmt -Check	04/07/2022	31011	Mission Linen Supply	757.05	
Bill Pmt -Check	04/07/2022	31012	Mr. Rooter Plumbing	1,754.95	
Bill Pmt -Check	04/07/2022	31013	O'Reilly Auto Parts	49.57	
Bill Pmt -Check	04/07/2022	31014	Patterson Irrigator	30.00	
Bill Pmt -Check	04/07/2022	31015	Paul Oil Co., Inc.	4,286.50	
Bill Pmt -Check	04/07/2022	31016	Physicians Service Bureau	269.92	
Bill Pmt -Check	04/07/2022	31017	Staples Advantage	42.41	
Bill Pmt -Check	04/07/2022	31018	Stericycle	716.63	
Bill Pmt -Check	04/07/2022	31019	Stericycle / Shred-it	514.00	
Bill Pmt -Check	04/07/2022	31020	Streamline/Digital Deployment	260.00	
Bill Pmt -Check	04/07/2022	31021	TID Turlock Irrigation District +06	993.95	
Bill Pmt -Check	04/07/2022	31022	V2V Management Solutions	850.00	
Bill Pmt -Check	04/07/2022	31023	Verizon Wireless	458.82	
Bill Pmt -Check	04/07/2022	31024	Weatherby Locums, Inc	3,369.10	
Bill Pmt -Check	04/07/2022	31025	West Side Index	52.00	
Bill Pmt -Check	04/07/2022	31026	Workbench True Value Hdwe.	12.01	
Bill Pmt -Check	04/07/2022	31027	Zoll	1,058.70	
Bill Pmt -Check	04/20/2022	31028	Airgas USA, LLC	94.50	
Bill Pmt -Check	04/20/2022	31029	Amazon	717.94	
Bill Pmt -Check	04/20/2022	31030	Bound Tree Medical LLC	163.59	
Bill Pmt -Check	04/20/2022		City Of Patterson-H2O, sewer, garbage	375.69	
Bill Pmt -Check	04/20/2022		Comcast - Other	191.93	
Bill Pmt -Check	04/20/2022		Comcast Business Voice Edge	2,045.67	
Bill Pmt -Check	04/20/2022		Data Path, Inc	666.67	
Bill Pmt -Check	04/20/2022		DeHart Plumbling Heating & Air Inc	"VOID"	
			- •		

Del Puerto Health Care District Warrants by Bank Account April 2022

Туре	Date	Num	Name	Credit	Notes
Bill Pmt -Check	04/20/2022	31036	DeliverHealth	79.00	
Bill Pmt -Check	04/20/2022	31037	Frontier-3755	210.85	
Bill Pmt -Check	04/20/2022	31038	Frontier - HC 8639	211.16	
Bill Pmt -Check	04/20/2022	31039	Graphic Print Stop	149.41	
Bill Pmt -Check	04/20/2022	31040	Life-Assist	70.01	
Bill Pmt -Check	04/20/2022	31041	McKesson Medical Surgical Inc.	1,643.35	
Bill Pmt -Check	04/20/2022	31042	Mission Linen Supply	516.45	
Bill Pmt -Check	04/20/2022	31043	Pacific Records Management	323.29	
Bill Pmt -Check	04/20/2022	31044	Patterson Tire	2,260.76	
Bill Pmt -Check	04/20/2022	31045	Riggs Ambulance Service, Inc.	4,967.00	Patient survey (23 months)
Bill Pmt -Check	04/20/2022	31046	Sacramento Metro Fire District	1,744.22	
Bill Pmt -Check	04/20/2022	31047	Sanofi Pasteur, Inc	6,334.63	
Bill Pmt -Check	04/20/2022	31048	TSL Target Solutions Learning, LLC	5,761.48	
Bill Pmt -Check	04/20/2022		Westside Landscape & Concrete	709.80	
Bill Pmt -Check	04/20/2022	31050	DeHart Plumbling Heating & Air Inc	857.00	
Bill Pmt -Check	04/25/2022		A West Side Self Storage	244.20	
Bill Pmt -Check	04/25/2022	31052	Beta Healthcare - Workers Comp	5,830.00	
Bill Pmt -Check	04/25/2022		Beta Healthcare Group	16,560.91	
Bill Pmt -Check	04/25/2022		Cole Huber (Cota Cole)		including March legal cost
Bill Pmt -Check	04/25/2022		HansonBridgett	2,022.50	including march logal cool
Bill Pmt -Check	04/25/2022		MedStatix, Inc	120.00	
Bill Pmt -Check	04/25/2022		Paul Oil Co., Inc.	3,091.58	
Bill Pmt -Check	04/25/2022		PG&E	51.58	
Bill Pmt -Check	04/25/2022		West Side Storage Baldwin	193.50	
Bill Pmt -Check	04/26/2022		Love Patterson	250.00	
Total 101.011 · T(170,570.97	
101.012 · TCB-Pa	-	-		170,570.97	
Liability Check	04/13/2022		Payroll Direct Deposit	66,748.59	
Liability Check	04/19/2022		Payroll Direct Deposit	1,378.28	
Liability Check	04/19/2022		Payroll Direct Deposit	6,027.46	
Liability Check	04/27/2022		Payroll Direct Deposit	71,290.85	
Liability Check	04/14/2022	FFT	AIG (VALIC)	13,062.49	
Liability Check	04/28/2022		AIG (VALIC)	14,504.75	
Liability Check	04/01/2022		EDD State of California	1.20	
Liability Check	04/01/2022		Internal Revenue Service	16.66	
Liability Check	04/12/2022		EDD State of California	24.88	
Liability Check	04/12/2022		Internal Revenue Service	244.48	
Liability Check	04/12/2022		EDD State of California	5,827.92	
Liability Check	04/12/2022		Internal Revenue Service	28,905.20	
-	04/12/2022		EDD State of California		
Liability Check				1,251.28	
Liability Check	04/18/2022		Internal Revenue Service	5,566.44	
Liability Check	04/28/2022		EDD State of California	6,101.73	
Liability Check	04/28/2022		Internal Revenue Service	29,995.00	
Paycheck	04/01/2022		Employee Payroll	99.29	
Paycheck	04/11/2022		Employee Payroll	788.00	
Paycheck	04/14/2022		Employee Payroll	2,882.51	
Paycheck	04/14/2022		Employee Payroll	76.97	
Paycheck	04/14/2022		Employee Payroll	449.18	
Paycheck	04/14/2022		Employee Payroll	975.75	
Paycheck	04/14/2022	25116	Employee Payroll	1,162.47	

Del Puerto Health Care District Warrants by Bank Account April 2022

Туре	Date	Num	Name	Credit	Notes
Paycheck	04/14/2022	25117	Employee Payroll	1,060.63	
Paycheck	04/14/2022	25118	Employee Payroll	1,750.22	
Liability Check	04/14/2022	25119	United Steelworkers	467.15	
Liability Check	04/14/2022	25120	Franchise Tax Board	137.58	
Paycheck	04/18/2022	25121	Employee Payroll	2,598.91	
Paycheck	04/28/2022	25122	Employee Payroll	2,958.70	
Paycheck	04/28/2022	25123	Employee Payroll	528.36	
Paycheck	04/28/2022	25124	Employee Payroll	1,087.59	
Paycheck	04/28/2022	25125	Employee Payroll	1,166.02	
Paycheck	04/28/2022	25126	Employee Payroll	1,060.62	
Liability Check	04/28/2022	25127	United Steelworkers	449.17	
Liability Check	04/28/2022	25128	CA Choice	36,794.32	
Liability Check	04/28/2022	25129	LegalShield	485.60	
Liability Check	04/28/2022	25130	Principal Life Insurance Co	4,576.61	
Total 101.012 · T	CB-Payroll A	Account 2	999	312,502.86	
101.015 · TCB - K	Keystone C 8	641			
Bill Pmt -Check	04/07/2022	10280	TID Turlock Irrigation District +06	266.18	
Bill Pmt -Check	04/20/2022	10281	Brekke Real Estate Inc	1,145.39	
Bill Pmt -Check	04/20/2022	10282	City Of Patterson-H2O, sewer, garbage	416.52	
Bill Pmt -Check	04/20/2022	10283	DeHart Plumbling Heating & Air Inc	383.00	
Bill Pmt -Check	04/20/2022	10284	Gilberto Arroyo-06	350.00	
Total 101.015 · T	CB - Keystor	ne C 8641	•	2,561.09	
Total 101.010 · Tri	Counties Ba	ank	•	485,634.92	
Total 101.000 · Cas	h and cash e	quivalen	ts	485,634.92	
103.000 · Restricted		•		·	
103.100 · TCB-USI	DA Debt Res	erve 723	7		
Check	04/15/2022	eft	USDA Rural Development Loan-EFT	10,060.00	
Total 103.100 · TC	B-USDA Deb	ot Reserv	e 7237	10,060.00	
Total 103.000 · Res	tricted Fund	S	•	10,060.00	
TOTAL			•	495,694.92	
		Less: Irre	egular Items		
			Patient Survey bills (23 months)	(4,967.00)	
			Legal Service for March	(5,232.50)	
		Total Irre	gular Items	(10,199.50)	
		NET WA	RRANTS ISSUED	485,495.42	
			-	i	

DEL PUERTO HEALTH CARE DISTRICT

Board of Directors

RESOLUTION NO. 2022-07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE DEL PUERTO HEALTH CARE DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE DEL PUERTO HEALTH CARE DISTRICT FOR THE PERIOD May 31, 2022, THROUGH June 30, 2022, PURSUANT TO BROWN ACT PROVISIONS.

WHEREAS, the Del Puerto Health Care District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Del Puerto Health Care District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 2021-08 on September 29, 2021, finding that the requisite conditions exist for the legislative bodies of Del Puerto Health Care District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions now exist in the District, specifically, continuing impacts from the Covid-19 pandemic that resulted in the proclamation of a State-wide public health emergency by Governor Gavin Newsom on March 4, 2020, that remains active with modified restrictions as set out in the Governor's Executive Order N-08-21; and

WHEREAS, Stanislaus County California, within which the Administrative offices of the Del Puerto Health Care District are located, currently maintains a Public Health Emergency Isolation Order a Public Health

DEL PUERTO HEALTH CARE DISTRICT

Board of Directors

Emergency Quarantine Order pursuant to the Health and Safety Code Sections 101040, 101085, 120175, 120215, 120220 and 120225; and

WHEREAS, the Board of Directors does hereby find that the ongoing Covid-19 pandemic, AND Local Public Health Department social distancing and masking requirements are indicative of existing continuing conditions that have caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District if it's governing body were to meet in person, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Del Puerto Health Care District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Del Puerto Health Care District has and will provide remote access to meetings, an ability to comment on each agenda item, will provide a roll-call vote on each action item, and will otherwise comply with the requirements of AB 361 (2021).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE DEL PUERTO HEALTH CARE DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. <u>Affirmation that Local Emergency Persists</u>. The Board hereby proclaims / affirms that a local emergency now exists throughout the District, and in-person meetings at the facilities available to it are insufficient to adequately provide opportunities for social distancing or other health directives of Stanislaus County for assemblies of moderate to large groups of persons including members of the public, that are consistent with those requirements.

Section 3. <u>Re-Ratification of Governor's Proclamation of a State of Emergency</u>. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its initial issuance date of March 4, 2020, which state of emergency has continued in place until further notice and which has been the subject of restrictions most recently amended in Executive Order N-08-21.

Section 4. <u>Remote Teleconference Meetings</u>. The Administrative Director / CEO and legislative bodies of the Del Puerto Health Care District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. <u>Effective Date of Resolution</u>. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 30, 2022 or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the Del Puerto Health Care District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

DEL PUERTO HEALTH CARE DISTRICT

Board of Directors

PASSED AND ADOPTED by the Board of Directors of the Del Puerto Health Care District, this 23rd day of May 2022, by the following vote:

Motion Made By	Motion	Second
Director Avila		
Director Campo		
Director Mac Master		
Director Pittson		
Director Stokman		

Roll Call Vote	Aye	No	Abstain	Absent
Director Avila				
Director Campo				
Director Mac Master				
Director Pittson				
Director Stokman				

RESOLUTION IS:

_____ Adopted

_____ Failed

I, Cheryle Pickle, Clerk of the Board of Directors of the DEL PUERTO HEALTH CARE DISTRICT, do hereby CERTIFY that the foregoing is a full, true, and correct copy of a resolution duly adopted at a regular meeting of said Board of Directors held the 23rd day of May 2022.

Cheryle Pickle, Board Clerk

Date



REQUEST FOR PROPOSAL PROFESSIONAL ARCHITECTURAL SERVICES for the Ambulance Station/Administrative Offices Conceptual Design

The Del Puerto Health Care District (District) is inviting qualified firms to submit statements of qualifications and proposals to provide Architectural Conceptual Design Services for the District's Ambulance Station/Administrative Offices, located at 875 E Street, Patterson, CA 95363. Requested services include architectural programming, feasibility and conceptual design studies, and conceptual project budgets and schedules.

This Request for Proposal is posted on the District's website at:

www.dphealth.org/rfp

A pre-submittal job site meeting will be held <u>2:00 PM, Thursday, June 2, 2022</u>. Attendance at this meeting is not mandatory but recommended.

If your firm is interested and qualified, please submit your proposal in accordance with the RFP submittal requirements.

Proposals must be received no later than 2:00 PM, Wednesday, June 15, 2022.

Questions regarding the content of this RFP must be made in writing and directed to:

Karin Freese, Chief Executive Officer, karin.freese@dphealth.org

Questions will be accepted up until 48-hours before the submission deadline. Any substantive responses to questions will be made by addendum and shall become a part of this RFP.

Proposers are responsible for monitoring the District website for addenda and other relevant new information prior to the submission deadline. The District is not responsible for the failure of any prospective proposer to receive such addenda.

Thank you for your interest!



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INQUIRIES AND RESPONSES
PUBLIC RECORDS ACT
ATTACHMENTS Attachment A: SAMPLE Agreement for Consultant Services



INTRODUCTION

The Del Puerto Health Care District (District) is a public, tax and fee supported Special District authorized under Sections 32000-32003 of the California Health and Safety Code. The District operates an Advanced Life Support ambulance service (i.e., Patterson District Ambulance), a federally certified Rural Health Clinic (i.e., Del Puerto Health Center at a separate locatoin) and provides community health education. The District's mission is to *provide, promote, and partner in quality health care for all.* Administrative and financial oversight is provided by a locally elected five-member Board of Directors.

The District includes the cities of Patterson, Westley, Grayson, Vernalis and Crows Landing and outlying agriculture and recreation areas from the San Joaquin River west to the Santa Clara County line and from the norther Stanislaus County border to Crows Landing with a total population of 33,000 full-time residents. The District office and EMS operations are in central Patterson, which lies 22 miles west of the county seat in Modesto. The district is primarily an agriculture, distribution center, and commuter community.

PROJECT BACKGROUND

The District owns and operates the existing buildings and grounds located at 821 and 875 E Street, Patterson, CA (APN 131-024-009-000 and 131-024-006-000). The ambulance station and administrative offices are located at 875 E Street.

<u>Site</u>. The site is an approximate 1.0-acre parcel, of which the southern portion approximately 0.33-acre at the corner of E and Ninth Streets) house the current ambulance and administrative offices building, the remaining portion is flat and undeveloped. Notable site improvements include: one building with an attached two-ambulance apparatus bay, paved parking, and landscaping.

Existing Building. This building was originally constructed in 1996 for its current use as district administrative offices and ambulance station. The original building is a single story with crawl space, wood framed walls and roof and equals 2,986 gross square feet (GSF). The apparatus bay is steel construction and 1,675 GSF.

The administrative and ambulance station's operational and space needs are not being met in the existing building.

INTENT

The primary purpose of the professional services requested in this RFP is to recommend proposed capital project schemes that address the District's long-term facility needs and existing deficiencies.

As part of the development of capital project schemes, the respondent must also produce a Facility Condition Assessment (FCA) of sufficient quality and comprehensive scope to document the facility's existing condition and support the proposed plan.



QUALIFICATIONS

Firms shall meet the following minimum qualifications:

- 1. Be licensed to practice architecture in California, and the license active and in good standing
- 2. Firm within 75-miles of Patterson, CA is preferred but not mandatory
- 3. Be familiar with all applicable, local, state, and federal codes and regulations
- 4. Have past project experience with Ambulance Stations or similar facilities a minimum of three (3) past projects preferred
- 5. Provide a quality project team capable of competently performing the services requested
- 6. Understand the District's intent, goals, objectives
- 7. Demonstrated success working with clients, consultants, and contractors
- 8. Satisfy insurance coverage requirements

SCOPE OF SERVICES

TASK 1: ARCHITECTURAL SPACE PROGRAM

Working closely with the District's Facility Committee Representatives, develop an Architectural Space Program based on District's Facility Needs Assessment:

- 1. Review space program prepared by past consultant.
- 2. Revise Space Program as may be requested by District and finalize for District approval.

TASK 2: FEASIBILITY AND CONCEPTUAL DESIGN STUDIES

Prepare Feasibility and Conceptual Design Studies presenting a minimum of three (3) competing schemes and project scopes satisfying the District's Facility Needs Assessment, approved Space Program, and including the additional requirements listed below.

- 1. <u>Description</u>. Provide narrative scope description and list the risks/benefits (pros/cons) for each proposed scheme.
- 2. <u>**Project Schedule.**</u> Provide conceptual project schedule for each proposed scheme, from start of design through completion of construction.
- 3. <u>Project Budget</u>. Provide a conceptual budget for each proposed scheme that includes estimated design and permitting fees, and cost of construction.
 - 3.1. Use Uniformat Level 1, for breakdown of costs, except show itemized costs for the following Additional Requirements:
- 4. <u>Conceptual Design Studies</u>. Provide conceptual design studies for each proposed scheme, as follows:
 - 4.1. Site plans of the developed portion of site outlining size and arrangement of building/s, and paved areas and delineating surrounding fencing.
 - 4.2. Floor plans showing rough size and arrangement of rooms and areas.
 - 4.3. Label and note conceptual drawings as needed for clarity.



TIMELINE OF EVENTS

Request for Proposal – Issue	Tuesday, May 24, 2022
Site Walkthrough Meeting	Thursday, June 2, 2022
Last day to ask RFP Questions	Monday, June 13, 2022
Proposal Due – Submission Deadline	. 2:00 PM, Wednesday, June 15, 2022
Public Unsealing of Proposals & Proposal Evaluations by District Location: 875 E Street, Patterson, CA	2:00 PM, Thursday, June 16, 2022
Interviews and Selection	Week of June 20, 2022
Negotiations with Selected Firm	Week of June 20, 2022
Recommendation to Board & Award of Services Contract	ctMonday, June 27, 2022
Completion of Deliverables	Friday, Sept19, 2022
Consultant Presentation to Board	Monday, Sept 29, 2022
END OF CONCEPTUAL DESIGN SERVICES TIMELIN	E

SUBMITTAL REQUIREMENTS

- 1. <u>General Guidelines</u>. Proposal must be concise, well organized, demonstrate Firm's qualifications. Format and finish are as follows:
 - 1.1 Include the RFP Title: "Ambulance Station/Administrative Offices Conceptual Design" on each page in header or footer.
 - 1.2 Include name of Firm on page in header or footer.
 - 1.3 Consecutively number each page.
 - 1.4 Format print and electronic files for portrait orientation, 8 ¹/₂" x 11" paper.
 - 1.5 Single or double-sided printing.
 - 1.6 Comb, spiral, or wire-o edge bind.
 - 1.7 Clearly label and tab (tabs optional) section headings 3 9, below.
- Letter of Interest. Include a dated Letter of Interest indicating the legal name of the Firm(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience and unique background and qualities, its personnel, its subconsultants, and why the Firm will be a good fit for the District and the requested services.
- 3. <u>Table of Contents</u>. Following the Letter of Interest, a table of contents of the material contained in the Proposal.
- 4. **<u>Firm Information</u>**. Provide a comprehensive description of the services offered by the Firm, which should include the following information:
 - 4.1 Brief history of the Firm, and if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of Firm(s). Describe number of years in business and types of business conducted.



- 4.2 Describe Firm's philosophy, approach and how Firm intends to work with the District to perform the Services and respond to unique challenges of the District.
- 4.3 Indicate any other information that may assist in understanding Firm's qualifications and expertise.
- 5. **Project Team.** Include resumes of key project team personnel that will be performing the Services. Define the role and responsibilities of each person and outline their individual experience. Indicate personnel who will serve as primary contact(s). Indicate Firm's and personnel's availability to provide the Services.
- 6. <u>Similar Projects</u>. Identify all similar projects performed in the past five (5) years by Firm.
- 7. **Financial.** Provide a statement of Firm's financial resources. Include a certification of correctness or other documentation demonstrating the Firm's financial resources and stability.
- 8. <u>Claims</u>. Provide a statement of ALL claims filed against Firm in the past five (5) years. Briefly indicates the nature of the claim(s) and the resolution, if any.
- 9. <u>Insurance</u>. Furnish proof (Certificate of Insurance) of required coverage. *Required* coverage is specified in Attachment A: SAMPLE Agreement for Consultant Services.

10. Fees and Compensation

- 6.1 List estimated number of hours to perform Tasks 1, 2, and 3.
- 6.2 Provide current Schedule of Fees for Tasks 1, 2, and 3, and the types of services offered and hourly billing rates by position.
- 6.3 Identify reimbursable cost categories.
- 6.4 Identify any other fees, costs, or expenses not included above that Firm would be seeking compensation.

11. Submission

11.1 Submit <u>Proposal</u> (headings 3 – 9, above) and <u>Fees and Compensation</u> (heading 10, above) in two separate, sealed envelopes, clearly labeled as follows:

PROPOSAL DPHCD Ambulance Station/Administrative Offices Conceptual Design (Firm name)

FEES

DPHCD Ambulance Station/Administrative Offices Conceptual Design (Firm name)

11.2 Submit four (4) hard copies of Proposal and Fees. Hard copy submissions may be by mail, recognized carrier, or hand delivered but must be received no later than 2:00 PM, Wednesday, June 15, 2022. Late Proposals will not be considered and will be returned, unopened. Submit to:

Del Puerto Health Care District Attn: Karin Freese 875 E Street Patterson, CA 95363

11.3 Electronic Copy. The District may request an electronic .pdf copy after the public unsealing of proposals. The District will notify Firm(s) whose proposal has been accepted for evaluation and furnish instructions for uploading their electronic copy to



the District's website. The electronic copy must be identical to the hard copy.

EVALUATION AND SELECTION PROCESS

- 1. Selection will be based on the demonstrated competence and professional qualifications the District believes are necessary for the satisfactory performance of the services requested and at a fair and reasonable price.
- 2. PROPOSAL envelopes will be unsealed in public. FEES envelopes will remain sealed and unsealed as described below.
- 3. District reserves the right to accept or reject all or part of a proposal. Illegible proposals or writing shall be deemed non-responsive and will not be evaluated. A proposal with missing or inconsistent information may be considered non-responsive and may not be evaluated. The District shall be the sole judge in determining the acceptability of the proposal. The District also reserves the right to reject any or all proposals in part or in whole and to waive technicalities. Any decision shall be considered final.
- 4. Submission of a proposal does not guarantee a subsequent selection will occur, or that any contract will be awarded.
- 5. Proposals will be evaluated and scored by the District's Selection Committee based on the following evaluation criteria:

Evaluation Criteria:	Weight
Project team members' quality, experience, technical capabilities, communication	25%
Firm and project team members' experience with similar projects	20%
Understanding of requested services - Scope of Work	25%
Understanding of District's intent, goals, objectives	10%
Firm and project team members' philosophy, approach, and plan for delivering requested services	10%
Firm and project team members' availability	10%
TOTAL	100%

- 6. <u>Interviews</u>. The District Selection Committee may invite any or all or none of the Firms submitting an RFP for an interview. The Firm's proposed Team Members will be expected to attend. The interview will be an opportunity for the Firm to present its Proposal and Team. The Selection Committee may request the Firm furnish references or other information.
- 7. <u>Selection</u>. Following the interviews, if any, the Selection Committee may adjust their scoring and finalize rankings to determine in their opinion, the most qualified Firm. Selection Committee will unseal the successful Firm's FEES envelope while all remaining Firms' FEES envelopes will stay sealed.
- 8. <u>Negotiations</u>. District will negotiate with the most qualified Firm on compensation the District believes to be fair and reasonable. District will notify the successful Firm of its selection and provide written instructions for the fee negotiation to proceed in an orderly fashion. If District is unable to negotiate a satisfactory contract with the Firm considered to be most qualified, negotiations with that Firm will be terminated and fee negotiations undertaken with the second most qualified Firm (and then third most qualified Firm, if



necessary). Selection Committee will unseal the second most qualified Firm's FEES envelope while all remaining Firms' FEES envelopes stay sealed.

9. Final Determination and Award

- 9.1 District staff will share the scoring results with the Board and recommend the most qualified Firm be awarded the contract.
- 9.2 The information presented in a Proposal will be considered binding upon selection of the successful Firm, unless otherwise modified and mutually agreed to by the successful Firm and District.
- 9.3 The successful Firm is expected to execute a contract similar to the SAMPLE_ <u>Agreement for Consultant Services</u> in Attachment A to this RFP. The Firm shall inform the District of any comments or objections it may have to the form of Agreement before submission of its Proposal.
- 9.4 Upon award of contract, any remaining unopened FEES envelopes will be returned to the unsuccessful Firms.

DISTRICT FURNISHED DOCUMENTS

Furnished without expressed or implied warranty as to their accuracy, electronic copies of available plans, reports, and existing documentation are on file in the Del Puerto Health Care District offices. The following documents are known and are available on the District's website:

- 1. Facility Need's Assessment, DPHCD, April 27, 2018
- 2. Ambulance Station & Admin Offices Program Estimate, LDA Partners, May 18, 2022
- 3. Site Survey, O'Dell Engineering July 6, 2018

INQUIRIES AND RESPONSES

- Questions regarding the content of this RFP must be made in writing and directed to: Karin Freese, Chief Executive Officer (<u>karin.freese@dphealth.org</u>). Questions will be accepted up until 48-hours before the submission deadline.
- 2. Any substantive responses to questions will be made by Addendum and shall become a part of this RFP.
- 3. District reserves the right to extend the RFP submittal deadline to allow proposers additional time to respond to an RFP addendum.
- 4. Proposers are responsible for monitoring the District's website for addenda and other relevant new information prior to the submission deadline. The District is not responsible for the failure of any prospective proposer to receive such addenda.
- 5. All costs incurred in the preparation of this Proposal and related documentation shall be borne by the proposer.

PUBLIC RECORDS ACT

All Proposals and documents submitted will become the property of the Del Puerto Health Care District and are subject to the California Public Records Act, Government Code sections 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET." "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure of any records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or



most of its response as exempt from disclosure without justification may be deemed nonresponsive. In the event the Del Puerto Health Care District is required to defend an action on a Public Record Act request for any of the contents of a response marked "TRADE SECRET." "CONFIDENTIAL," or "PROPRIETARY," the Firm agrees, by submission of its PROPOSAL for the Del Puerto Health Care District consideration, to defend and indemnify the Del Puerto Health Care District from all costs and expenses, including attorney fees, in any action or liability arising under the Public Records Act.



ATTACHMENT A

Agreement for Consultant Services

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and effective as of (the "Effective Date"),between _____

("Consultant"), and the **DEL PUERTO HEALTH CARE DISTRICT**, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. <u>TERM</u>

This Agreement shall commence on the Effective Date and shall remain in effect through_____.

2. <u>SERVICES</u>

Consultant shall perform the tasks described in Consultant's proposal for

services (the "Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. <u>PERFORMANCE</u>

Consultant shall at all times perform the tasks described herein with the skill and care ordinarily exercised by members of the same profession practicing under similar circumstances. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

District's Administrator shall represent District in all matters pertaining to the administration of this Agreement. _______shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. <u>PAYMENT</u>

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated By this Agreement exceed the sum of

\$______, unless otherwise first approved in writing by the District. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all



ATTACHMENT A

Agreement for Consultant Services

work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (10) days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (d) Completion of the services as described in Section 2.

8. <u>DEFAULT OF CONSULTANT</u>

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. If Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of notification of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Administrator or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. If the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. <u>LAWS TO BE OBSERVED</u>. Consultant shall:



ATTACHMENT A Agreement for Consultant Services

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty, or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's Administrator in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

- i. The District, its officers, agents, and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- ii. The Consultant, its officers, agents, and employees, shall not be liable at law or in equity occasioned by failure of the District to comply with this Section.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared while providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.



ATTACHMENT A Agreement for Consultant Services

11. INDEMNIFICATION

Indemnification for Professional Liability. When the law establishes a professional (a) standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its Directors, officials, employees, agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same arise out of, pertain to, or relate in whole or in part to the negligence, recklessness, or willful misconduct of the Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services provided by the attached scope of work under this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with other parties regarding unpaid defense costs. Notwithstanding the foregoing, if the Consultant's obligation to indemnify arises out of Consultant's performance of services for the Project as a "design professional," as that term is defined in California Civil Code Section 2782.8, Consultant's indemnity obligation shall be limited in accordance with the provisions of Section 2782.8 as it was in effect as of the date of this Agreement.

(b) <u>Indemnification for Other Than Professional Liability</u>. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless District, its Directors, employees, officials, and agents from and against liability that are attributable to, in whole or in part, to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) <u>General Indemnification Provisions</u>. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section as allowed by current statutes.

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached hereto and incorporated herein as though set forth in full.



ATTACHMENT A Agreement for Consultant Services

13. INDEPENDENT CONSULTANT

(a) Consultant is and shall always remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall always be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to all remedies at law or in equity.

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Administrator or unless requested by the District Counsel,



ATTACHMENT A Agreement for Consultant Services

voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. NOTICES

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District:	Del Puerto Health Care District Attn: Karin Freese, CEO 875 E Street <or> PO Box 187 Patterson, CA 95363</or>
To Consultant:	

18. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. <u>GOVERNING LAW</u>

The District and Consultant understand and agree that the laws of the State of California



ATTACHMENT A Agreement for Consultant Services

shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the District.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of all facts such party deems material.

21. <u>TIME</u>

District and Consultant agree that time is of the essence in this Agreement.

22. <u>CONSTRUCTION</u>

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

ATTORNEYS' FEES

If either party to this Agreement is required to initiate, defend, or be made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

23. AMENDMENTS

Amendments to this Agreement <u>shall be in writing</u> and shall be made only with the mutual written consent of all the parties to this Agreement.

24. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.



ATTACHMENT A Agreement for Consultant Services

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

DEL PUERTO HEALTH CARE DISTRICT

[NAME OF CONSULTANT]

By:

Karin Freese, Chief Executive Officer

By:

[Authorized Signer]

Attest:

George Mac Master Secretary of the Board

Approved As To Form:

David G. Ritchie, J.D. District General Counsel



ATTACHMENT B Insurance Requirements

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District more than the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the <u>exact</u> equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors, or others involved in the Work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the



ATTACHMENT B

Insurance Requirements

effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds District, its officials, employees, and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will follow these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification, and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.



ATTACHMENT B

Insurance Requirements

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self- insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subconsultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.



ATTACHMENT B Insurance Requirements

Insurance Requirements

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features, or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

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Suzie Benitez Health Center Manager

12 Years







Rajdeep "Raj" Singh Nurse Practitioner

Welcome!





\$24,235.30

\$23,159.77

Patterson Monthly KPI Dashboard - Smartsheet.com

46.7%

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47.1%

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Сог	ntractual Adjustme	nts		Accounted	for Funds		Insurance Self Pay	\$139,187.00 \$17,361.00	\$153,931.00	\$111,755.25 \$11,828.75
\$512,590.00	\$402,026.00	\$545,350.92	103.5%	104.	.8%	87.1%	Facility			
	Write Offs			Aging by	/ Range			Transpor	ts by Class	
\$40,851.00	\$52,042.00	\$62,002.58	Payor Class 0 - 30 31 - 60	Current Month F \$231,014.00 \$166,695.00	Previous Month \$221,889.00 \$163,123.00	12 Month Avg \$216,059.92 \$207,110.83	Payor Class Medicare Medicaid	Current Month 67 60		12 Month Avg 75 68
			51-00	φ100,035.00	φ103,123.00	\$207,110.03	medicald	35	34	68

Revenue Per Transport			Aging Payor Class			Pay Mix Transports				
\$4,202.65	\$4,273.53	\$4,064.67	Payor Class	Current Month	Previous Month	12 Month Avg	Payor Class	Current Month	Previous Month	12 Month Avg
			Medicare	\$83,999.00	\$109,004.00	\$68,341.08	Medicare	38.7%	35.1%	37.3%
			Medicaid	\$53,816.00	\$57,646.00	\$49,660.67	Medicaid	34.7%	32.1%	34.0%
			Insurance	\$312,865.00	\$332,346.00	\$290,490.67	Insurance	20.2%	23.2%	15.3%
Co	llections Per Transp	ort	Self Pay	\$200,375.00	\$192,340.00	\$315,413.33	Self Pay	6.4%	9.5%	13.5%
			Facility	\$18,380.00	\$13,895.00	\$10,129.88	Facility	0.0%	0.0%	0.0%
\$1,387.72	\$1,426.92	\$975.69								

\$146,139.00

\$160,877.00

\$137,848.33

Facility

Insurance

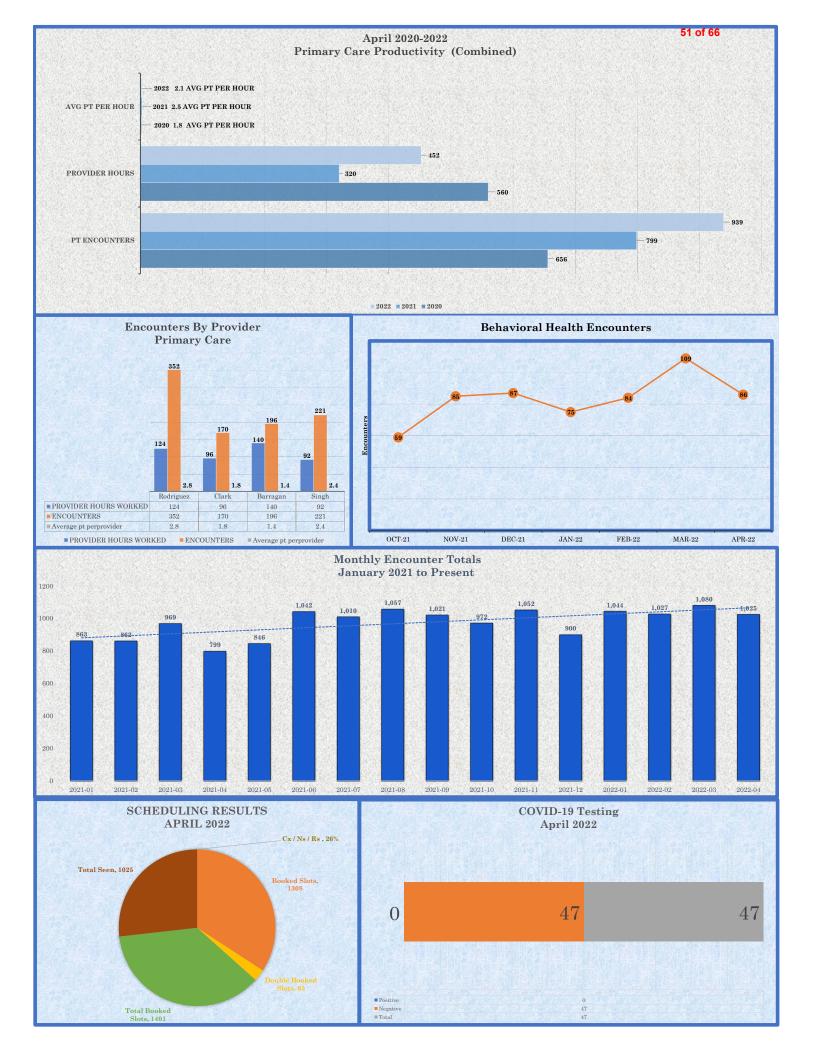
Self Pay

Facility

120+

\$27,097.82

Contract	Contractual Allowance Per Transport		Da	Pay Mix Aging					
\$2,962.95	\$2,393.01	\$2,726.75	28	29	30	Payor Class	Current Month	Previous Month	12 Month Avg
						Medicare	12.5%	15.5%	9.3%
						Medicaid	8.0%	8.2%	6.8%



<u>____</u>

Del Puerto Health Care District

Administrative Director / CEO Update – May 23, 2022

Karin Freese

Financial Summary Report in Board Packet

- Financial position as of May 20
 - \$3.1 million cash or cash assets
 - o \$547k in accounts receivable
 - \$325k in current liabilities

Strategic Planning:

- Working on objectives by department Human Resources Draft (attached)
- Special meeting proposed date TBD

Health Center

- Onboarding providers at the health center
- Developing social media and patient communication campaign to promote providers

Ambulance

• Growth projection and anticipated need to add additional ambulance hours based on a conservative estimate of adding 250 homes per year to the City of Patterson population. We currently schedule 2.5 ambulances and will need to begin to schedule three 24-hr ambulances by 2024.

				Scheduled Units
 Year	Total Responses	Total Transports	Total Unit Hours	Required
2021	2,918	1,989	59,111	2.50
2024	3,250	2,215	65,824	3.00
2030	3,913	2,667	79,250	3.50
2035	4,465	3,044	90,438	4.00
2040	5,017	3,420	101,627	4.50

Human Resources

Completed onboarding of BambooHR information system

Marketing

- 99designs logo contest completed
- Give aways (plastic visors and paper fans) ordered for the Apricot Fiesta

Legislation/Advocacy

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Association Memberships

- Association of California Healthcare Districts (ACHD) Annual Conf Sept 16-19, Anaheim
- California Ambulance Association (CAA) Annual conference Sept 16-19 Anaheim
- California Special District Association (CSDA) Leadership Academy, Napa Sep 18-21, 2022

Community

- City ARPA grant requests **UPDATE** no application information available yet.
- Stanislaus County ARPA Community Grants **UPDATE** *it appears the county has gone into the direction of supporting unincorporated area infrastructure and economic development. We no longer anticipate an opportunity for funding from Stanislaus County for our district.*

Facilities

• No space in ambulance quarters for 3rd 24-hour crew

Board/Committee Deferred Items

none currently

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Hiring Insights April 2022



Paramedic jobs within 25 miles of Modesto, CA from April 2022

Trends¹

Not enough data available to add to report

Competition score²



89 / 100

Paramedic jobs in Modesto, CA are very competitive compared to other job markets.

Jobs ³

20

— 0 since March 2022

Number of jobs posted in Modesto, CA that received clicks

Job seekers ⁴

172

→ -166 since March 2022

Number of job seekers to have clicked on jobs posted in Modesto, CA

Candidate devices ⁶

64%

of clicks came from mobile devices

Paramedic jobs in Modesto, CA: 64%

Job seekers per job ⁵

8.6

↘ -8 since March 2022

Average number of job seekers per job in Modesto, CA

5.78.

Employers ⁷

12

Total number of employers with active jobs in Modesto, CA

(1/3)

Paramedic jobs within 25 miles of Modesto, CA from April 2022

Unemployment percentage⁸

4.6%

The unadjusted unemployment percentage in Modesto, CA

Top search terms by clicks ⁹

1. paramedic	32.74%
2. highest pay	0.9%
3. turlock	0.9%
4. ambulance	0.9%
5. ems	0.9%
6. community paramedic	0.45%
7. patient medical transportation	0.45%
8. covid	0.45%
9. medical	0.45%
10. hospital equipment	0.45%

Top employers by clicks ¹⁰

1. ProTransport-1	58.74%
2. Del Puerto Health Care District	14.35%
3. AMR	12.11%
4. Oak Valley Hospital District	5.38%
5. Cardiac Imaging, Inc.	4.48%
6. West Side Community Ambulance	1.79%
7. Oak Valley Hospital	0.45%



Paramedic jobs within 25 miles of Modesto, CA from April 2022

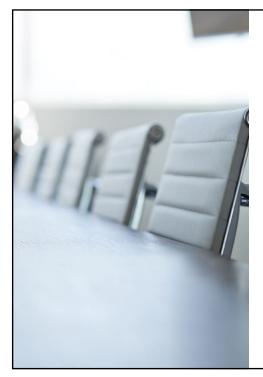
This data is for April 2022 for the selection made

- 1. Change over time for the selected data, indexed against the week of January 26th to February 1st 2020. The value reported is how much greater or smaller the data has become. For example, a jobs value of 1.25 would mean there were 25% more jobs that week than in the indexed week.
- 2. This score is based on Indeed advertiser data for a three month period ending at the end of April 2022 for this title and/or location compared to the rest of the country.
- 3. The number of jobs posted that received clicks for the selected title and location in April 2022.
- 4. This is the number of job seekers, as identified by a unique tracking cookie, to have clicked on a job for the selected title(s) and location if any in April 2022.
- 5. This is the average number of job seekers per job for the selected title and location in April 2022.
- 6. This is the percentage of clicks which we know to have come from a mobile device in April 2022. Due to technical reasons, for a small percentage of clicks, the actual device used is not known.
- 7. The total number of employers with job postings for the selected title and location that received clicks in April 2022.
- 8. Source: BLS.gov unemployment figure for the month most recent month available, March 2022. BLS.gov cannot vouch for the data or analyses derived from these data after the data have been retrieved from BLS.gov.
- 9. These are the most popular search terms leading to clicks on jobs for the selected title(s) and location if any in April 2022. Note that some common generic phrases, such as "now hiring" or "jobs" may have been filtered out from this top 10.
- 10. These are the most popular employers using the selected title(s) (or for the selected location in general if no title is selected) in the selected location (or nationwide if no location is selected) based on the number of clicks that they have received in April 2022.

Note: All data is subject to review and adjustment. Any information provided in this report is provided for informational purposes only and Indeed does not guarantee its accuracy. This report does not constitute a contract.







Project Goals

- 40-50 years in facility
- Long-term, centralized location
- Office space for Admin and Ambulance staff
- Crew living quarters for up to four ambulance crews
- Community Meeting Room (board mtgs, training, CPR, etc.)

3

Ambulance Need Projection

Year	City Population	Total Responses	Total Transports	Total Unit Hours	Units Required
2021	23,781	2,918	1,989	59,111	2.50
2024	27,524	3,250	2,215	65,824	3.00
2030	33,138	3,913	2,667	79,250	3.50
2035	37,816	4,465	3,044	90,438	4.00
2040* *Satellite Station	42,494	5,017	3,420	101,627	4.50

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Additional Growth Rural Communities (Westley, Grayson, Crows Landing) Crows Landing Development Interstate 5 increased traffic Additional Commercial Development on Sperry & 15

AMBULANCE · Ready Room **ADMINISTRATION** Building Dining Room Admin Dir/CEO office Kitchen Needs · Human Resources of · Crew Office Space · Finance office Dormitory Rooms · Reception w/workstations Bathroom / Locker Rooms **Records Storage** Exercise/Workout Room • Supply • Outside Patio/BBQ Area Break Room Training / Meeting Room Bathrooms • Director/QI office space (x2) · Meeting/Classroom Medication / Supply Room · Supply Room · Medical Waste Room General Storage

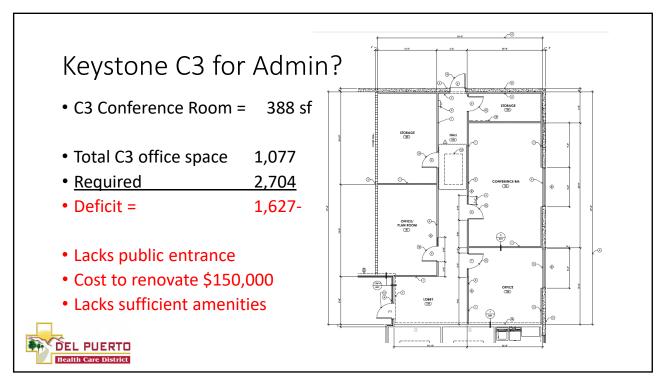


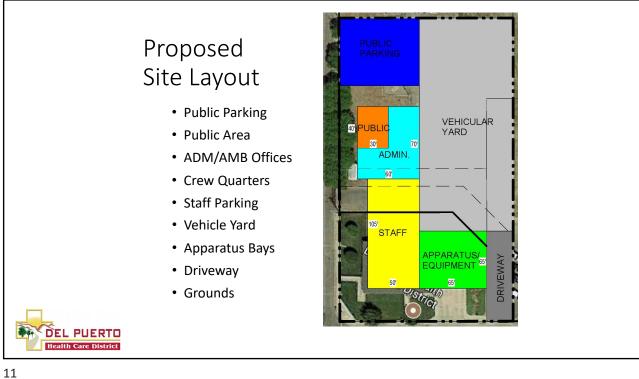
	Space		Capacity
	Bedrooms (8 lockers for 13 FT)	4 x 100 sf	4+ crew members
	Bathrooms (no lockers)	2.5	Single use; opens to living areas
Current	Crew Living Area	1 x 464 sf	6 crew members
	Offices	4 offices	7 staff
Facilities	Office files and breakroom	1 x 288 sf	Max 4 people in break area
I demues	Classroom/Storage	1 x 364 sf	Max 8 students/class
	Apparatus Bay	2 spaces	5 Ambulances
	Parking	7 spaces	16 vehicles
	Ambulance Supplies/Equip	2 x 160	Overflow to Classroom
	Total	2,986 sf	

Building Space Requirements

Space	SF	AMB	ADM
Public Areas	2,300	1,300	1,000
Administrative Areas	3,019	315	2,704
Crew Areas	5,131	5,131	
Apparatus / Equipment Area	2,874	2,874	
Total Building	13,324	9,620	3,704

9









Building Cost

Space	SF	AMB	ADM
Building	\$4,367,750	\$3,153,539	\$1,214,211
Site (preparation, utilities)	1,805,300	1,299,816	505,484
Hard Costs (Gen. Conditions, Builder Profit)	1,296,342	933,366	362,976
Soft Costs (architect, fees, contingency)	1,851,837	1,333,323	518,514
Total Building	\$9,321,228	\$6,711,284	\$2,609,944

13



Upcoming Steps							
Q Design Concept Design-Bu Design-Bio Decisi	uild vs. Evaluate Funding d-Build Options	RFP for Architect or RFP for Design-Build	Evaluate Economy	FFP Construction	Break ground on Project		

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