

**BOARD OF DIRECTORS**

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

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

**BOARD OF DIRECTORS REGULAR MEETING**

**November 30, 2020 @ 6:30 pm**

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

Screen share at <https://us02web.zoom.us/j/4792915693?pwd=VGVuSUVtbGVrdzErdTZlQnhsWVZtUT09>

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

**Call (669) 900-6833 and enter ID 479 291 5693. The meeting password is DelPuerto**

Note that everyone will be muted by default.

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

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

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

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

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

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

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

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

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

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

# Del Puerto Health Care District Board of Directors

November 30, 2020

## Regular Meeting Agenda

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1. **Call to Order**
2. **Pledge of Allegiance**
3. **Board of Directors Roll Call**
4. **Reading of the Mission Statement**  
*"The District's primary mission is to provide the highest quality health care services through Patterson District Ambulance and Del Puerto Health Center, while continuing to expand healthcare availability to the citizens of the Del Puerto Health Care District."*
5. **Public Comment Period** *[Members of the public may address the Board on any issues on the Consent Calendar and items not listed on the agenda that are within the purview of the District. Comments on matters that are list on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of five minutes. Board members may not comment or acting on items not on the agenda.]*
6. **Declarations of Conflict** *[Board members disclose any conflicts of interest with agenda items]*
7. **Approval of Agenda** **Action**  
*[\*Directors may request any consent calendar item be moved to regular calendar or change the order of the agenda items.]*
8. **Consent Calendar\*** *[Routine committee reports, minutes, and non-controversial items]* **Action**
  - A. \*Approve Board Meeting Minutes for October 26, 2020
  - B. ~~\*Accept Finance Committee Minutes October 21, 2020~~
  - C. ~~\*Accept Financial Report for October 31, 2020~~
  - D. ~~\*Approve Warrants for October 2020~~
  - E. \*Adopt Confidentiality Policy
  - F. \*Adopt Ethics Training Policy
  - G. \*Adopt Minutes of Board Meetings Policy
  - H. \*Adopt Topics for Discussion Policy
  - I. \*Adopt Training, Education, and Conference Policy
9. **Regular Calendar**
  - A. \*Any Consent calendar items moved to regular calendar **Action**
  - B. Mitigation Fee / Development Agreement Update presented by John Anderson **Information Only**
  - C. Request for Reconsideration-CSDA Local Chapter Membership, presented by Dane Wadle **Action**
  - D. Adopt 2021 Personnel Rules (formerly Employee Handbook) **Action**
  - E. Approve Capital Expenditure Request for Office 365 Migration **Action**
  - F. Approve Proposal for Personnel Scheduling, PTO Management, and Communication Software **Action**
  - G. Approve Intrado Contract Termination Agreement **Action**
  - H. Approve 2019 HEDIS Incentive Payment to Health Center Staff **Action**
10. **Reports**
  - A. Employee Anniversaries & New Hires

	<u>November</u>	<u>Years</u>
Ambulance:	Roberto Sanchez	1
Health Center:	Lennard Hey	5
	Tina Uanrachawong	10
Administration:	None	
  - B. District Wide Community Assessment – Director Stokman
  - C. West Side Health Care Task Force – Director Mac Master
  - D. CEO Annual Performance Evaluation – Director Campo
  - E. Ambulance – Director, Paul Willette
  - F. Health Center - Manager, Suzie Benitez

# Del Puerto Health Care District Board of Directors

November 30, 2020

## Regular Meeting Agenda

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G. Administration – Administrative Director/CEO, Karin Hennings

11. **Director Correspondence, Comments, Future Agenda Items** **Information**

12. **Upcoming Regular Board and Standing Committee Meeting Dates**

Finance – no meeting in December	Board – Monday, Dec 7, 2020 6:30 PM
Finance – Wednesday, Jan 20, 2021 3:00 PM	Board – Monday, Jan 25, 2021 6:30 PM
Finance – Wednesday, Feb 17, 2021 3:00 PM	Board – Monday, Feb 22, 2021 6:30 PM

13. **Adjourn**



**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT****Board Meeting – November 30, 2020****Page 1 of 1**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: Yes

4/5 Vote Required: No

*These matters include routine financial and administrative actions.**All items on the consent calendar will be voted on as a single action at the beginning of the meeting under the section titled "Consent Calendar" without discussion.*

- AGENDA ITEMS**
- A. Approve Board Meeting Minutes for October 26, 2020
  - B. Accept Financial Report for October 31, 2020
  - C. Approve Warrants for October 2020
  - D. Adopt Confidentiality Policy – Update existing policy
  - E. Adopt Ethics Training Policy – to codify current practice
  - F. Adopt Minutes of Board Meetings Policy - to codify current practice
  - G. Adopt Topics for Discussion Policy - to codify current practice
  - H. Adopt Training, Education, and Conference Policy - to codify current practice

**RECOMMENDED****MOTION:** *That the Board of Directors adopt the Consent Calendar as presented***MOTION AMENDED:** YES NO**AMENDMENT:** \_\_\_\_\_

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

**VOICE VOTE TAKEN:** YES NO\_\_\_\_\_ *Pass* \_\_\_\_\_ *Fail* \_\_\_\_\_ *Mixed – take Roll Call Vote*

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

**MOTION IS:**\_\_\_\_\_ *Approved* \_\_\_\_\_ *Denied* \_\_\_\_\_ *Approved as amended* \_\_\_\_\_ *Other*





## BOARD OF DIRECTORS MEETING

October 26, 2020 @ 6:30 pm

Via Zoom

### Board of Directors Minutes

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

**Directors Present:** Director, Steve Pittson  
 Director, Dan Robinson  
 Director, Anne Stokman  
 Director, Becky Campo  
 Director, George Galloway Mac Master

**Directors Absent:** None

**Staff Present:** Administrative Director/CEO, Karin Hennings  
 Health Center Manager, Suzie Benitez  
 Accounting Finance Manager, Maria Reyes-Palad  
 Clerk of the Board, Cheryle Pickle

**District Legal Council:** Dave Ritchie, Cole Huber, LLP

We have a Quorum

4. **Reading of the Mission Statement**

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

5. **Public Comment Period**

**Present:** Adriana Taylor from Unite Us.

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

7. **Approval of Agenda:**

Director

Campo

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

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

**Nays:** None

**Abstain:** None

**Passed**

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



**BOARD OF DIRECTORS MEETING**

October 26, 2020 @ 6:30 pm

Via Zoom

**Board of Directors Minutes**

- A. \*Approve Board Meeting Minutes for September 28, 2020
- B. \*Approve Finance Committee Meeting Minutes for September 23, 2020
- C. \*Accept Month End Financials for September 2020
- D. \*Approve Monthly Warrants for September 2020
- E. \*Update Policy #2112 Capital Expense
- F. \*Adopt Policy #3565 Ergonomics

There is a name typo on item A. Name should be Robinson.

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

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

**Nays:** None

**Abstain:** None

**Passed**

**9. Regular Calendar**

- A. *\*There were no Consent calendar items moved to regular calendar*

- B. Approve Contract w/CSU Sacramento for District Health Survey  
Ms. Hennings shared the contract with CSU Sacramento for a survey of approximately 300 households, so that it is statistically significant. The cost of the contract will be \$59,661. The questionnaires are being reviewed right now. The survey will be conducted in November thru December. We are looking to have individual and household responses. Director Stokman stated that as the committee chairman she was comfortable with the contract.

**M/S/C That the Board of Directors approve the contract with**

**California State University Sacramento for Community Health Needs Survey in the amount of \$59,661./** Director Campo/ Director Robinson.

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

**Nays:** None

**Abstains:** None

**Passed By Roll Call Vote**

- C. Adopt Policy #3142 Whistleblower  
Ms. Hennings explained that we are in the process of going through our current policies and filling in the gaps with policies that are best practices. The whistleblower policy identifies the person or persons in the organization that an employee, board member or a person in the community can report to about any concerns over wrong doings by any board





## BOARD OF DIRECTORS MEETING

October 26, 2020 @ 6:30 pm

Via Zoom

### Board of Directors Minutes

member or employee. This identifies the CEO as the person that people would go to and if there is an issue with the CEO, people would go to the Board President. This is a standard policy that was taken from California Special Districts and updated for our organization. It was asked that any new policies have the source reference at the bottom of policy.

#### **M/S/C To adopt the Whistleblowers Policy # 3142.**

Director Robinson / Director Mac Master

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

**Nays:** None

**Abstain:** None

**Passed**

#### **D. Adopt Policy #3442 Employee PTO Donations**

Ms. Hennings explained that at the bargaining table it was asked if we would have a policy where employees could donate accrued PTO to other employees who have catastrophic needs. This was agreed to at the table. It was mentioned to the board previously that we would be bringing a policy. This formalizes the policy that allows employees to share their accrued time when there is an employee who has a catastrophic event and there is a process where employees can request.

There were questions regarding the maximum. It is 15% not to exceed on week of time (that would be 40 hours for the Health Center and Administration and 60 hours for the Ambulance Employees).

#### **M/S/C To adopt the Policy 3442 Employee PTO**

**Donations.** Director Mac Master/ Director Campo

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

**Nays:** None

**Abstain:** None

**Passed**

## **9. Reports**

### **Employee Anniversaries & New Hires**

	<u>October</u>	<u>Years</u>
Ambulance:	Brandon Cousins	6
	Kirsten Nelson	6
	Lisa Ford	New
Health Center:	Yaneth Casillas	5
Administration:	Cheryle Pickle	2
	Danae Skinner	2



**BOARD OF DIRECTORS MEETING**

October 26, 2020 @ 6:30 pm

Via Zoom

**Board of Directors Minutes**

**10. District Wide Community Assessment – Director Stokman**

Director Stokman stated that most of the report was covered earlier in the meeting. Opened to public comment and Ms. A. Taylor shared what Unite Us is doing and expressed interest in the Community Survey when complete. Ms. Henning shared how the survey will cover several areas. We are interested to see how our needs as a rural community are different than the needs of the county. The survey will let us know how the community prioritizes those needs.

**11. West Side Health Care Task Force - George Galloway Mac Master**

No Report

**12. Ambulance – Paul Willette, Director of Ambulance Operations (not present)**

Ms. Hennings gave the report. We had lower transports than the last two months. Westside came into our area 25 times and had 13 transports. The mutual aid average is 12 -15 times which is quite a bit lower than 25. MVEMA is aware of the issue and is doing an evaluation of AMRs Modesto coverage.

We had two paramedics leave full time employment and several paramedics out for various reason over the past 6 weeks. We hired 2 new full-time paramedics. Paul feels very secure about our number of paramedics going into the Holiday Season.

**13. Health Center - Suzie Benitez, Health Center Manager**

Ms. Benitez shared her report. The Health Center has seen an increase in the past month with 1067 visits in September. Only slightly behind last year. They continue with their Covid-19 Testing. The county wants the Health Center to participate with the Cal Ready program and report their Covid-19 numbers. So, they are working with the county. Getting the Cal-Ready provider portal access. We will be reporting our negative and positive reports.

Dr. Rodriguez gave a report on the new EHR system (AthenaNet). They started on October 1<sup>st</sup>, a very long day! But now they have everything computerized. Everything goes through the computer. The conversion has gone very well. It makes it better for patient care. They are still learning but it is amazing.

Ms. Hennings explained that they have been working on this for a year. The implementation was pushed back twice due to Covid-19. But they had training that the staff continued to use. Suzie and Jose Vigil have been invaluable in implementing this and supporting the staff. The providers have been very open to the transition. Very proud of the whole staff.

Questions were raised on the ability of the software to track the source of the referral. Wanted to know if the ad for iHeart radio was tracked. Ms. Hennings explained that they were not able



## BOARD OF DIRECTORS MEETING

October 26, 2020 @ 6:30 pm

Via Zoom

### Board of Directors Minutes

to track, however, with new efficiencies we can track in the future. The main goal with the media campaign was name recognition. She has not received a new proposal from iHeart media, but expects to have one for the next board meeting.

#### 14. **Administration** – Karin Hennings, Administrative Director / CEO

Ms. Hennings showed a chart which visualized the visits to the health center for last year and this year. Year over year the Health Center is down 2300 visits. We are getting more appointments in September for the flu shot. We are limited in supply and our shipment (200 doses) is our allocated amount. We anticipate we may have some catch up visits during the next few months. Many of our patients usually travel out of the area during the holidays but may be staying in the area due to the pandemic.

Ms. Henning showed a chart showing the ambulance transports over the last two years. There is quite a bit of ups and downs. Generally, the total volume is increasing. We have 65 more transports in 2020 vs. 2019.

Keystone C: We have Golden Bear with two suites. Keystone continues to rent their space. And we have a vacant suite. We had thought we would try to provide RHC dental services in that suite but it would take an 80K-100K investment to get the space ready, and in light of the pandemic, now was not a good time for that investment.

Financial Summary: As of September 2020 we have \$236K more in assets and cash than we had a year ago. In the last 12 months we paid of \$177K in long term loans, including a \$ 75K lump payment that the board approved two months ago. No concerns regarding cash flow at this time even though we had operational losses.

We had our financial audit virtually this year. It took place 2 weeks ago. They worked with both the ambulance and health center staff to match patient records with billing to make sure we were billing correctly. Maria and Danae did an excellent job uploading the information they needed. The draft is due November 15, and the presentation will be at our November 39th meeting.

Human Resources Department continues to work with the Ambulance Department to complete their Performance Reviews. They have been busy keeping us up to date on policies, especially considering all the Covid-19 policies and practices.



## BOARD OF DIRECTORS MEETING

October 26, 2020 @ 6:30 pm

Via Zoom

### Board of Directors Minutes

The Board will be doing Strategic Planning after receiving the results of the Community Assessment Survey. Starting in February we will have short sessions during our Board Meeting. We will possibly be scheduling a workshop sometime in the Spring to work on this project.

After the completion of 2019- 2020 audit, we will be publishing an Annual Report. This is something that we will possibly put in the newspaper.

We started today with 5 policies reviewed. We are going to eventually review all the policies on a triennial basis. But we must initially get all the policies in a system. We now have an online system that manages our policies and review the process.

The Employee Handbook is near finished. It is in its 8<sup>th</sup> revision. It has been reviewed by legal. There is a recommendation that we might work with one of our vendors to have it reviewed to see if we missed anything. Two employees, one from the Health Center and one from the Ambulance department, will preview the new Personnel Rules. This way, we can make sure it is understandable and be able to answer any questions they have and be able to edit for clarity. This way we can make sure we have done everything possible to put out an excellent product.

Total Compensation Report for the District (see attached). She reviewed the report. The report shows the employee contributions and the District's payments. There was a request to have this report broken down by department. Also, we will report average by full time employment.

#### 15. Upcoming Regular Board and Standing Committee Meeting Dates

Finance – Wednesday, November 18, 2020	Board – Monday, November 30, 2020
	Board – Friday, December 04, 2020 (tentative)
<i>Post-Election – Oath of Office</i>	

It was explained that the government has an Executive Order that allows counties to have an extra 14 days to count the votes that were submitted by election day. Therefore, counties may not be able to certify results to have in time to get an agenda out. Mr. Ritchie suggested that we can have the meeting and just continue it without any action. That is why the meeting is scheduled as tentative.

Adjourned to Closed Session @ 7:35 pm

16. **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.]



**BOARD OF DIRECTORS MEETING**

October 26, 2020 @ 6:30 pm

Via Zoom

**Board of Directors Minutes**

- A. Gov't Code section 54956.8                      Conference with Real Property Negotiator  
Property: APN 0131-024-007
  
- B. Gov't Code § 54956.9(b)                      Conference with Legal Counsel – Anticipated litigation or  
significant exposure to litigation: One (1) potential case
  
- A.      Reconvene to Open Session – Report of Closed Session @7:51**  
No reportable items. Instructions given to staff.
  
- B.      Adjourn @7:52**

DRAFT



DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

SECTION: DISTRICT  
POLICY NUMBER: 1017

CONFIDENTIALITY OF PATIENT, EMPLOYEE AND BUSINESS INFORMATION	EFFECTIVE DATE
	APRIL 14, 2003

REVIEW DATE: 2020	REVISION DATE: November 30, 2020
SOURCE: Existing Policy	

**Purpose:** To protect patient, employee, and business information from illegal or unethical disclosure.

**Policy:** It is the legal and ethical responsibility of every employee and business associate of the District to preserve and protect the privacy, confidentiality and security of all medical records, proprietary and other confidential information relating to Del Puerto Health Care District, its patients, activities and affiliates, in accordance with the law and this District Policy.

Employees and business associates may access, use, or disclose confidential information only in the performance of their District duties, where required by or permitted by law, and only to persons who have the right to receive that information.

Psychiatric records, drug abuse records, and any and all references to HIV testing, such as clinical tests, laboratory or otherwise, used to identify HIV, a component of HIV, or antibodies or antigens to HIV are specially protected by law.

**Definitions:** **Employee:** any person that receives financial compensation for work performed at DPHCD, whether merit or contractual.

**Business associates:** consultants or third-party vendors who provide services to the District involving District data that may contain confidential or medical information.

**Confidential information:** information that identifies or describes an individual and the disclosure of which would constitute an unwarranted invasion of personal privacy. Examples of confidential employee and District business information include home address and telephone number; medical information; birth date; citizenship; social security number; spouse/partner/relative's names; income tax withholding data; performance evaluations; proprietary/trade secret information.

**Medical Information:** medical and psychiatric records, including paper printouts, photos, video, diagnostic and therapeutic reports, x-rays, scans, laboratory and pathology samples; patient business records, such as bills for service or insurance information whether stored externally or on campus; electronically stored or transmitted patient information; visual observation of patients receiving medical care or accessing information and activities; or other information the disclosure of which would constitute an unwarranted invasion of privacy.

**Procedure:** Employees and business associates agree to discuss confidential information only in for District related purposes. Employees and business associates will not knowingly discuss any confidential information within the hearing of other persons who do not have the right to receive the information.

DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

SECTION: DISTRICT  
POLICY NUMBER: 1017

CONFIDENTIALITY OF PATIENT, EMPLOYEE AND BUSINESS INFORMATION	EFFECTIVE DATE
	APRIL 14, 2003

Employees and business associates must agree to protect the confidentiality of any medial, proprietary, or other confidential information which is incidentally disclosed to me during my relationship with Del Puerto Health Care District.

When using or disclosing confidential information, employees and business associates will use or disclose only the minimum necessary.

Employees and business associates may not share their Login or User ID and/or password with anyone. Access to District electronic information systems made using their Login or User ID and password is their responsibility. If they believe someone else has used their Login or User ID and/or password, they will immediately report the use to the Administrator and request a new password.

Violation of this District policy and procedure related to confidential information or any state or federal laws or regulations governing a patient's right to privacy may subject employees and business associates to legal and/or disciplinary action up to and including termination from employment or professional relationship with the District.

Employees and business associates may be personally liable for harm resulting from their confidential information breach and may also be held criminally liable under the HIPAA privacy regulations for and intentional and/or malicious release of protected health information.



DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

SECTION: BOARD  
POLICY NUMBER: 4115

ETHICS TRAINING	EFFECTIVE DATE
	TBD

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: California Special Districts Association Best Practice	

**Purpose:** DPHCD officials are required to take an ethics training course to educate them on the ethical standards required of any individual who works in state or local government.

**Policy:** All Directors, designated staff, and members of all committees or other bodies subject to the Brown Act shall receive two hours of training in general ethics principles and ethics laws relevant to public service within one year of election or appointment to the board of directors and at least once every two years thereafter, pursuant to Government Code Sections 53234 et seq. as may be amended from time to time.

**Procedure:** All ethics training shall be provided by providers whose curricula have been approved by the California Attorney General and the Fair Political Practices Commission.

Ethics training may consist of either a training course or a set of self-study materials with tests, and may be taken at home, in person, or online.

District staff shall provide the prospective attendees with information on available training that meets the requirements of this policy at least once every year.

A single training course may be used to satisfy the obligation to receive training for multiple agencies or positions.

Attendees shall obtain proof of participation after completing the ethics training. Applicable costs for attending the training shall be reimbursed by the District when approved in advance.

District staff shall maintain records indicating both the dates that attendees completed the ethics training and the name of the provider that provided the training. These records shall be maintained for at least five years after the date of training and may be public records subject to disclosure under the California Public Records Act.

DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

SECTION: BOARD GOVERNANCE  
POLICY NUMBER: 4220

MINUTES OF BOARD MEETINGS	EFFECTIVE DATE
	TBD

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: California Special Districts Association Best Practice	

**Purpose:** Board meeting minutes are more than a general accounting of board discussions; they serve as an official and legal record of the meeting of the Board of Directors. Minutes are used in a variety of ways including tracking progress, detailing future plans, and serving as a reference point.

**Policy:** The Secretary or Clerk of the Board of Directors shall keep minutes of all regular and special meetings of the Board.

**Procedure:** Copies of a meeting's minutes clearly marked "Draft" shall be distributed to Directors as part of the information packet for the next regular meeting of the Board, at which time the Board will consider approving the minutes as presented or with modifications. Once approved by the Board, the official minutes shall be kept in paper and electronic form.

Unless directed otherwise, an audio tape recording of regular and special meetings of the Board of Directors will be made. The device upon which the recording is stored shall be kept until the official minutes of the meeting are approved by the Board of Directors. Members of the public may inspect recordings of Board meetings without charge on a playback machine that will be made available by the District.

Motions, resolutions or ordinances shall be recorded in the minutes as having passed or failed. The motion makers, and individual votes will be recorded. A unanimous vote shall be recorded as a vote in favor by each member.

All resolutions adopted by the Board shall be numbered consecutively, starting new at the beginning of each year.

In addition to other information that the Board may deem to be of importance, the following information (if relevant) shall be included in each meeting's minutes:

1. Date, place and type of each meeting;
2. Directors present and absent by name;
3. Administrative staff present by name;
4. Call to order;
5. Time and name of late arriving Directors;
6. Time and name of early departing Directors;
7. Names of Directors absent during any agenda item upon which action was taken;

DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

SECTION: BOARD GOVERNANCE  
POLICY NUMBER: 4220

MINUTES OF BOARD MEETINGS	EFFECTIVE DATE
	TBD

8. Summary record of public comment regarding matters not on the agenda, including names of commentators, if provided;
9. Approval of the minutes or amended minutes of preceding meetings;
10. Acceptance of financial reports for audit;
11. Record by number (a sequential range is acceptable) of all warrants approved for payment;
12. Complete information as to each subject of the Board's deliberation;
13. Record of the vote of each Director on every action item;
14. Resolutions and ordinances described as to their substantive content and sequential numbering;
15. Record of all contracts and agreements, and their amendment, approved by the Board;
16. Summary record of director reports;
17. Summary record of staff reports;
18. Approval of the annual budget;
19. Approval of all governance polices, rules and/or regulations;
20. Approval of all dispositions of District assets;
21. Approval of all purchases of District assets;
22. Next meeting date(s); and,
23. Time of meeting's adjournment.

DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

SECTION: BOARD GOVERNANCE  
POLICY NUMBER: 4215

TOPICS FOR DISCUSSION AT BOARD MEETINGS	EFFECTIVE DATE
	TBD

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: California Government Code Sections 54952 - 54956	

**Purpose:** The purpose of this policy is to clarify for the Board the appropriate topics of discussion to be brought before the Board and under what circumstances.

**Policy:** The Del Puerto Health Care District Board of Directors will conduct their meetings and topics of discussion at legal meetings according to the State of California Law and this policy. Staff will follow this policy when assisting the Board President in assembling the agenda.

**Definitions:**

**Regular Meetings.** Per California Government Code Section 54952(a),

*“No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 5495. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities.”*

**Emergency Topics.** Per California Government Code section 54954.2(b),

*“Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.*

*Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.*

*Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).*

TOPICS FOR DISCUSSION AT BOARD MEETINGS	EFFECTIVE DATE
	TBD

*The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.”*

**Special Meetings.** Per California Government Code Section 54956,

*“The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body.”*

**Regular Meeting Public Comments.** Per California Government Code Section 54956,

*“Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body’s consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda [except that the Board may adopt reasonable regulations such as limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker].”*

**Special Meeting Public Comments.** Per California Government Code Section 54956,

*“Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.”*

**Procedure:**

**Action Items.** Proposed resolutions, regulations, and policies shall be brought before the Board for discussion and action.

**Proposed Contracts.** Proposed contracts shall be brought before the Board as set forth in policy.

**Public Comment on Non-Agenda Items.** Each agenda for a regular and special meeting shall include an item for public comment on non-agenda items. Board members may offer such public comment as well as members of the public. Because such matters have not been noticed to the public, Board members may not engage in a substantive discussion of matters raised during public comment. However, the Board may direct staff

TOPICS FOR DISCUSSION AT BOARD MEETINGS	EFFECTIVE DATE
	TBD

to follow up on or verify information provided during public comment.

**Not Required.** Actions within the scope of the authority of the Administrative Director/CEO are not required to be brought before the Board.

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DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

SECTION: BOARD  
POLICY NUMBER: 4125

TRAINING, EDUCATION, AND CONFERENCES	EFFECTIVE DATE
	TBD

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: California Special Districts Association Best Practice	

**Purpose:** Members of the Board of Directors are encouraged to attend educational conferences, seminars, trainings, and professional meetings when the purpose of any such activity is to improve District operation. There is no limit as to the number of Directors attending a particular activity when it is apparent that attendance is beneficial to the District, as long as a majority of the members of a body do not discuss issues related to their local agency's business. Directors shall not attend conference or training event when it is apparent that there is no significant benefit to the District. Directors shall not attend or engage in any tour or journey for pleasure at public expense (e.g. "junkets" or other such events that are not beneficial to the District).

**Policy:** It is the policy of the District to encourage Board development and excellence of performance by reimbursing actual expenses incurred for tuition, travel, lodging and meals as a result of training, educational courses, participation with professional organizations, and attendance at local, state and national conferences associated with the interests of the District. Cash advances or use of District credit cards for these purposes is not permitted.

**Procedure:** The District Office shall reimburse Directors for conference tuition and registration expenses, and for per diem for meal & incidental expenses. All expenses for which reimbursement is requested by Directors, or which are billed to the District by Directors, shall be submitted to the District Office, together with validated receipts. All reimbursements shall be made in accordance with applicable State and federal law, including but not limited to Internal Revenue Service Guidelines.

Per diem for meal and incidental expenses shall follow federal reimbursement guidelines. Per Diem shall be paid:

- ½ day for travel days with no conference sessions
- ½ days where two meals are part of the conference fees
- No days where three meals are included.
- No days where meal expenses are paid directly by the District.

Attendance by Directors at seminars, workshops, courses, professional organization meetings, and conferences shall be approved by the Board of Directors prior to the District incurring any reimbursable costs.

Expenses to the District for Board of Directors' training, education, and conferences should be kept to a minimum by utilizing recommendations for transportation and housing accommodations recommended by the District Office, and by:

- Utilizing hotel(s) recommended by the event sponsor to obtain discounted

DEL PUERTO HEALTH CARE DISTRICT  
POLICY AND PROCEDURE

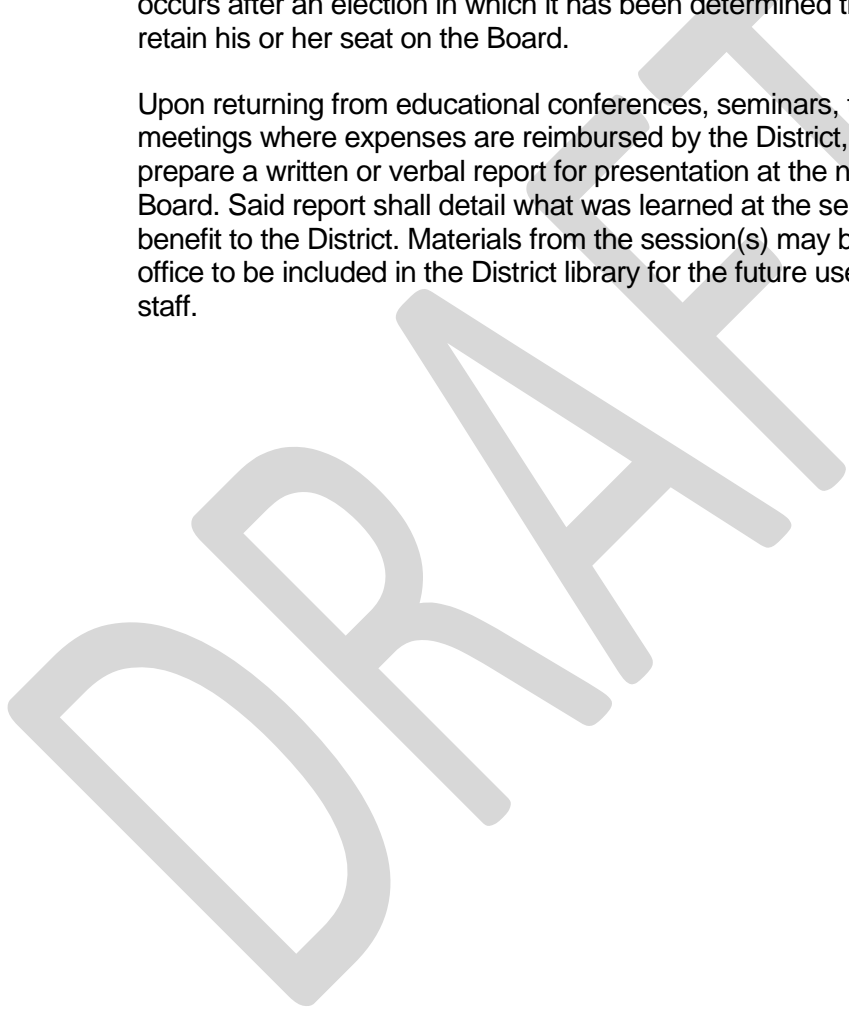
SECTION: BOARD  
POLICY NUMBER: 4125

TRAINING, EDUCATION, AND CONFERENCES	EFFECTIVE DATE
	TBD

- rates.
- Directors traveling together whenever feasible and economically beneficial.
- Requesting reservations sufficiently in advance, when possible, to obtain discounted air fares and hotel rates.

A Director shall not be reimbursed for expenses incurred at any educational conference, seminar, training, or professional meeting event if such event occurs after the District has announced that Director's pending resignation, or if such event occurs after an election in which it has been determined that the Director will not retain his or her seat on the Board.

Upon returning from educational conferences, seminars, trainings, and professional meetings where expenses are reimbursed by the District, Directors will either prepare a written or verbal report for presentation at the next regular meeting of the Board. Said report shall detail what was learned at the session(s) that will be of benefit to the District. Materials from the session(s) may be delivered to the District office to be included in the District library for the future use of other Directors and staff.





**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT****Board Meeting – November 30, 2020****9B. Impact Fee/Development Agreement Review** **9B. Impact Fee/Development Agreement  
Page 1 of 1**

Department: Ambulance/Health Center

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

**SUBJECT:** **Review of Impact Fee/ Development Agreement process**

**STAFF REPORT:** John Anderson of J. B. Anderson Land Use Planning has collaborated with the District since the early 2000's on negotiating and coordinating with the City of Patterson, Stanislaus County, and developers of homes within the District Boundaries to collect impact fees to offset the cost for increase the demand on services by newly added residents to our District.

The District does not currently have permanent fee agreements in place with the City and the County, requiring individually negotiated fee agreements as developments are proposed.

**CONSIDERATIONS:** Today's presentation is to further educate the Board of Directors on the issues faced by the District.

**DISTRICT PRIORITIES:** Fiscal responsibility

**FISCAL IMPACT:** Consulting fees when we use Mr. Anderson's services and expertise

**STAFFING IMPACT:** none

**CONTACT PERSONS:** Karin Hennings

**ATTACHMENT(S):** none

**RECOMMENDED BOARD ACTION:** No Board action anticipated.



**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**

**Board Meeting – August 31, 2020**

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

**Page 1 of 2**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

**SUBJECT:** Inaugural Membership in Stanislaus County Chapter of CSDA

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

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

**FROM CSDA:**

*The Power of Local CSDA Chapters* – CSDA bylaws permit and encourage the establishment of local special district organizations that are eligible to be local chapters of the state association. The purpose of these groups is to provide a local forum for the discussion, exchange of ideas concerning matters of importance to, and to make recommendations to the CSDA Board of Directors.

Another important role for Local Chapters is in the area of legislative advocacy. One of CSDA's primary functions is to be an advocate for all of California's districts and to act on behalf of special districts on key pieces of legislation. Local Chapters help to reduce the time needed to contact member and nonmember special districts within the county in which the chapter is organized.

Participation in your local chapter will give your district the unique opportunity to engage with other districts in your area. This creates a perfect forum to discuss LOCAL issues and the opportunity to collaborate with other districts on similar objectives and goals. Chapter events are also a great venue to give recognition to special districts who have gone above and beyond.

**The objectives of Local Chapters are as follows:**

**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT****Board Meeting – August 31, 2020****Inaugural Membership in Stanislaus County Chapter of CSDA****Page 2 of 2**

1. Further the interests of member special districts in providing special district local government services for the people within the chapter area.
2. Inform the public of the purposes and benefits of local special district government. CSDA has launched a new public awareness campaign titled *Districts Make The Difference* – please visit [www.districtsmakethedifference.org](http://www.districtsmakethedifference.org) for more information. CSDA encourages local chapters to become engaged in this campaign, as it will give the opportunity for members to highlight their districts' accomplishments to the community.
3. Serve as a forum of member districts for discussion and consideration of special district issues and establish positions on such issues with other governmental agencies within the country or counties.
4. Establish a communication network among member districts, linked to other governmental agencies.
5. Carry out programs and projects of joint interest and mutual benefit to member districts.
6. Make recommendations to the CSDA Board of Directors.

CSDA will assist in local chapter development. In addition, CSDA will work with the Local Chapter to develop a communication program plan and can also help provide program speakers (if requested) and host a local chapter roundtable at each annual conference.

<b>DISTRICT PRIORITY:</b>	Involvement in local politics; developing relationships with like-minded agencies.
<b>FISCAL IMPACT:</b>	None; no dues are anticipated at this time.
<b>STAFFING IMPACT:</b>	Quarterly meetings
<b>CONTACT PERSON:</b>	Karin Hennings
<b>ATTACHMENT(S):</b>	Draft Stanislaus County Chapter Affiliation Agreement Stanislaus County CSDA Chapter Bylaws Draft DPHCD Certificate for Liability Coverage

**RECOMMENDED BOARD ACTION:**

ROLL CALL REQUIRED: NO

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

**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT****Board Meeting – August 31, 2020****Inaugural Membership in Stanislaus County Chapter of CSDA**  
**Inaugural Membership in Stanislaus County Chapter of CSDA** **Page 1 of 1**

Department: Chief Executive Office

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

**SUBJECT:** Inaugural Membership in Stanislaus County Chapter of CSDA**STAFF REPORT:** The California Special District Association (CSDA) is proposing that Stanislaus County special districts form a local chapter. It is the CEO's recommendation that DPHCD be involved in the formation and actively participate in the quarterly meetings that are planned.**CONSIDERATIONS:** CSDA represents over 2,000 local agencies in state and local politics, they serve as a resource for learning and sharing. A local, Stanislaus County Chapter is the next step in solidifying relationships among the special districts that share a common Board of Supervisors and Local Agency Formation Commission (LAFCO). This would also serve as a forum to provide local educational opportunities for staff and Board Directors as an alternative to attending state-wide conferences.**DISTRICT PRIORITY:** Involvement in local politics; developing relationships with like-minded agencies.**FISCAL IMPACT:** None; no dues are anticipated at this time.**STAFFING IMPACT:** Limited to assisting with facilitation of and participation in quarterly meetings**CONTACT PERSON:** Karin Hennings**ATTACHMENT(S):** Draft Stanislaus County Chapter Affiliation Agreement  
Stanislaus County CSDA Chapter Bylaws Draft  
DPHCD Certificate for Liability Coverage**RECOMMENDED BOARD ACTION:**

ROLL CALL REQUIRED: NO

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



**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT****Board Meeting – November 30, 2020****9D – Personnel Rules Book****Page 1 of 1**

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

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**SUBJECT:** **Personnel Rules Book - Board Approval**

**BACKGROUND:** The District employees are governed by federal and state law, the Employer-Employee Relations Resolution, District Policy, Departmental Policies and Personnel Rules (formerly known as the Employee Handbook). The Personnel Rules have not been updated since 2009 and had to be updated to conform with current law, language, and best practices. The Board of Directors adopts the Personnel Rules as policies for all employees to follow.

**DISTRICT PRIORITY:** Clear, Effective Communication; Transparency; Good Operational Policies

**FISCAL IMPACT:** None

**STAFFING IMPACT:** None

**CONTACT PERSON:** Karin Hennings

**ATTACHMENT(S):** Personnel Rules – Effective January 1, 2021

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**RECOMMENDED BOARD ACTION:**

ROLL CALL REQUIRED: NO

RECOMMENDED MOTION: *I move the Board of Directors approve the proposed Personnel Rules dated January 1, 2021.*







**PERSONNEL RULES**  
January 1, 2021

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## Welcome to Del Puerto Health Care District!

January 1, 2021

Welcome to the staff of Del Puerto Health Care District Administration, Del Puerto Health Center, and Patterson District Ambulance.

We are glad you are joining our team and would like to share more about how we operate, our expectations of you as an employee, and your responsibilities and rights as we serve with *Compassion, Commitment, and Excellence*.

The District Board of Directors is made up of five members of the community who are elected at large. The Board sets governance policies and is responsible for appointing the Administrative Director / CEO, who oversees day-to-day operations, operating policies, and long-range planning. As a team, we strive to maintain the highest professional standards, deliver the most efficient and effective services possible to our community, and provide our patients the care, comfort, and concern that we would expect for ourselves and members of our family.

We are well respected for the health care and emergency medical services we provide to the community. Because our success depends on the dedication of our employees, we are selective in choosing new members of our team. We look forward to your contribution to the success of our entire District. You, as a staff member, are a very significant contributor in providing services and maintaining this respect.

These personnel rules and District policies were developed to describe the expectations we have of you and to outline the policies, programs, and benefits available to employees. Employees should familiarize themselves with the contents of these personnel rules as soon as possible, as it will answer many questions about your employment with Del Puerto Health Care District.

We wish you the very best.

Sincerely,

DEL PUERTO HEALTH CARE DISTRICT

Steve Pittson, DC  
President, DPHCD Board of Directors

Karin Freese Hennings, MBA  
Administrative Director / CEO

Jose M. Rodriguez, MD  
Medical Director

Paul Willette  
Director of Ambulance Operations

## Del Puerto Health Care District Personnel Rules & Policies

These personnel rules highlight our policies, programs, and benefits for use by you at Del Puerto Health Care District (hereinafter may also be referred to in this personnel rules book as “the District” or “DPHCD”) and should not be construed as a legal document.

### Right to Revise

Except for the Employment At-Will Policy, we reserve the right to revise, delete or add to all policies, procedures, work rules or benefits stated in this Personnel Rules book. All revisions, deletions or additions must be in writing and must be approved by the Administrative Director / CEO. No oral statements or representations can change or alter the provisions of these Personnel Rules. You are informed when policies, procedures, work rules, or benefits are revised.

Please keep this personnel rules book readily available and insert any updated material promptly so that it is always current.

### Violation of Policies

A violation of any District or department rule or policy will result in disciplinary action, up to and including termination.

### Union Membership

District employees represented by a Union are covered under the 2019-2023 Memorandum of Understanding (MOU) between the District and the Union. The terms of the MOU do not apply to non-Union District employees. To the extent that any provision of this personnel rules book addresses topics covered by an express provision of the MOU, the provisions of the MOU will control and apply to all Union-represented employees. All other matters in this personnel rules book apply to both Union and non-Union District employees. For details on the District’s labor relations policies employees should review the Employer-Employee Relations Resolution available through the HR Department.

### Open Door Philosophy

To have effective communication, everyone must be free to express ideas, concerns, and feelings, and must be willing to listen to others. Del Puerto Health Care District, therefore, has an “open door philosophy” under which supervisors are available to discuss matters with you. This philosophy is a vital part of our operations. We encourage you to communicate freely to stay informed of the District’s goals, objectives, policies, procedures, programs, and activities. A discussion with your supervisor is usually the easiest and most effective way to deal with issues.

If you are uncomfortable dealing directly with your supervisor regarding any matter of concern, you are encouraged to voice your concerns to Human Resources, the Administrative Director / CEO, or any other supervisor with whom you feel comfortable speaking

### District Contact List

Administrative Director / Chief Executive Officer	<a href="mailto:ceo@dphealth.org">ceo@dphealth.org</a>	(209) 894-8201
Health Center Manager	<a href="mailto:hc@dphealth.org">hc@dphealth.org</a>	(209) 894-8210
Ambulance Director	<a href="mailto:pda@dphealth.org">pda@dphealth.org</a>	(209) 894-8204
Finance & Accounting Manager	<a href="mailto:admin@dphealth.org">admin@dphealth.org</a>	(209) 892-8781
Human Resources	<a href="mailto:hr@dphealth.org">hr@dphealth.org</a>	(209)-894-8203

## Section 1:

# Our District, Our Mission, Our Values

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Del Puerto Health Care District

DPHCD has been serving the community since 1949. Since the 1998 closure of the hospital, the Del Puerto Health Care District Board of Directors has established a Rural Healthcare Clinic (Del Puerto Health Center or Health Center) and the District has continued to operate Patterson District Ambulance (PDA). Together, the Health Center and PDA provide a vast array of quality EMS, primary care services, industrial medicine, and educational programs on the west side of Stanislaus County.

The District is comprised of three departments: Administration, Patterson District Ambulance (PDA) and Del Puerto Health Center (Health Center or DPHC). Each department has additional policies and procedures unique to the department's specific mission. As an employee of the District it is imperative that you comply with all policies and rules of the District in addition to all policies which are specific to your department. If you have any questions regarding the policies, please ask your supervisor or speak to Human Resources. The specific policies of each department are in the addendums located in the back of this manual as follows:

Addendum 01: Administration (ADM)

Addendum 02: Patterson District Ambulance (PDA)

Addendum 03: Del Puerto Health Center (DPHC)

#### *Administration*

Administration is the central support for both PDA and DPHC. Human resources, finances, governing board, and executive leadership are located within this department. All employee benefits are administered through this department. Any questions you may have about your benefits can be addressed by contacting Human Resources.

#### *Patterson District Ambulance*

PDA is an important part of the District's mission of providing care to the community. PDA provides Emergency Medical Services (EMS) to the community 24 hours a day, 365 days a year. PDA also provides stand by medical services for community events, such as football games, and participates in educational events to connect with the public. This department consist of Paramedics and EMTs.

#### *Del Puerto Health Center*

DPHC is an important department which supports our mission to provide healthcare to the community. We offer both primary care, pediatrics, industrial medicine, and other services to address the healthcare needs of the community. We offer services to individuals regardless of ability to pay.

## Section 1: District, Mission, Ethics

### *DPHCD Foundation*

The Del Puerto Health Care District Foundation is a charitable non-profit organization. The Foundation's basic mission is to educate the citizens of the community about current health care topics and the service capabilities of the District, work with the community to develop new services and facilities within the District, and raise funds through voluntary philanthropy for the development, operation, and maintenance of those services and facilities.

### **Our Mission Statement**

The District's primary mission is to provide the highest quality service through Patterson Ambulance and Del Puerto Health Center, while also expanding the healthcare availability to the citizens of the Del Puerto Health Care District.

### **Our Core Values**

#### *Compassion*

We are concerned for others and motivated to go out of our way to help the physical, mental, or emotional pains of others and ourselves.

#### *Commitment*

We are dedicated to our work and helping others.

#### *Excellence*

We strive to be truly outstanding and professional in our ability and attitude.

## Section 2:

# Ethics & Employee Standards of Conduct

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Ethics & Standards of Conduct

We place a high value on teamwork and ethical conduct. As a California Public Agency, we follow the laws and regulations that govern Special Districts, and we expect you to do the same.

Because you represent Del Puerto Health Care District, the community's first impression of you will often be the impression of our entire District. Whether on- or off-duty, you must conduct yourself with the **pride** and **respect** associated with your position.

Regardless of classification, status, or length of service, you are expected to use good judgment and discretion and must conduct themselves with the highest standards of **integrity** and **ethical** conduct in carrying out all District business.

In all interactions with others, whether co-workers, vendors, patients, or families, you must be **courteous, tactful, and fair**.

You shall treat supervisors, subordinates, and associates with **respect**. Employees having a personality problem involving another employee, which cannot be solved amicably, should consult your immediate supervisor.

Employees of the District shall not refer to any person in a derogatory manner because of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected class. The district has zero tolerance when it comes to discrimination or harassment (see Policy #3540).

### Standards of Conduct

To ensure orderly operations and provide the best possible work environment, Del Puerto Health Care District expects you to follow the Standards of Conduct that protect the interests and safety of all employees and the District. It is not possible to list all forms of unacceptable behavior. Conduct not specifically listed below, but which Del Puerto Health Care District, in its sole discretion, determines adversely affects or is otherwise detrimental to the interests of the District, other employees, or any other person, may result in disciplinary action, up to and including termination.

Forms of unacceptable conduct include but are not limited to:

1. Tardiness.
2. Unauthorized absence from work or work area.
3. Failure to call properly to report an absence.
4. Failure to adhere to established starting and quitting times, or lunch and break times.

## Section 2: Ethics & Employee Standards of Conduct

5. Collection of funds or solicitation on working time unless expressly authorized by the District.
6. Conduct that violates common decency or morality.
7. Unauthorized posting or removal of any matter on District bulletin boards or District property.
8. Unauthorized entry onto District property.
9. Unsatisfactory work quality or quantity, uncooperative behavior, negligence, or deliberately restricting output.
10. Failure to immediately report an onsite injury or illness.
11. Unprofessional appearance or grooming.
12. Lack of consideration for others.
13. Theft, misappropriation of funds, or inappropriate removal or possession of District property.
14. Falsification or destruction of District records, including employment applications, personnel records, time records, or other District documents, or intentionally giving false information or significantly omitting information.
15. Working under the influence of alcohol or drugs.
16. Possession, distribution, sale, transfer, or use of alcohol or drugs while on duty, or while operating District-owned vehicles, property, or equipment.
17. Disorderly, improper, or violent conduct, such as fighting, coercion, intimidation, profanity, or obscene gestures.
18. Negligence or improper conduct leading to damage of property.
19. Maintaining any business, financial, or second employment relationship that compromises confidentiality of District information or creates an actual or potential conflict of interest.
20. Willful destruction of property.
21. Insubordination, refusal to comply with a legal instruction from a supervisor, or other forms of disrespectful conduct.
22. Violation of safety or health rules.
23. Smoking in prohibited areas.
24. Sexual or other unlawful or unwelcome harassment.
25. Possession of dangerous or unauthorized materials, such as explosives, firearms, or knives, in the workplace.
26. Unauthorized use of telephones, mail systems, or District property.
27. Unauthorized appropriation, use, or disclosure of trade secrets or confidential information.
28. Carelessness that results in significant consequences for the District.
29. Failure to immediately report a known or suspected error or omission to Del Puerto Health Care District.

### Patient Etiquette

You are a representative of our District and it is imperative that while performing job duties at a patient location, that you always maintain a professional attitude. Always treat the patient with the utmost respect and courtesy. Notify your supervisor if there are any issues or concerns regarding your patient encounter.

### Gifts and Gratuities – Summary of DPHCD Policy #3215

Every patient is entitled to efficient and courteous service. Since such service is given impartially to all, gifts or gratuities are not expected. Therefore, you are not permitted to accept gifts or

## Del Puerto Health Care District Personnel Rules

gratuities of any value from patients or visitors. If an individual presses you to accept such a gift, the employee should express thanks, but explain that District policy makes it impossible to accept any gift.

Furthermore, you or his/her immediate family may not accept from, or provide to, individuals or companies doing or seeking to do business with the District, gifts, entertainment, and/or other services or benefits unless the transaction meets certain guidelines as expressed in DPHCD Policy #3215 – Receipt of Gifts.

Exempted are cards, thank you notes, certificates, or other written forms of thanks and recognition. Exempted are food gifts offered to the entire office. Exempted from this policy are gifts such as t-shirts, pens, trade show bags and all other tchotchkes that employees obtain, as members of the public, at events such as conferences, training events, seminars, and trade shows, that are offered equally to all members of the public attending the event. This includes attendance plus food, beverages, and tchotchkes provided at events, exhibitor trade show floor locations, press events, and parties funded by conference or event sponsors.

### Community Relations

It is our goal in every District employee contact with a member of the community, everyone is treated with the highest standards of professionalism and courtesy, even if the individual does not reciprocate. Remember: we serve the community.

### Media Relations – Summary of DPHCD Policy #4160

It is the intention of the District to provide general and accurate information to the public. If you are asked to provide information, especially about a specific patient, do not make a statement but direct the inquiry to the Administrative Director / CEO. It is illegal and a breach of medical and professional ethics to divulge information derived from the course of your employment.

### Working Time Solicitation

Solicitation is any form of requesting money, support or participation for products, groups, organizations or causes which are unrelated to our company. These include but are not limited to: Seeking funds or donations for a non-profit organization. Asking for signatures for a petition.

Solicitation of any type by you during the working time of the solicitor, or the solicited, is prohibited. Working time does not include meal periods, rest periods, or other specified periods when you are not on duty.

Distribution of literature of any type or description by you is not prohibited. However, solicitation or distribution of literature by non-employees on our property is always prohibited. Any such incidents should be reported to your supervisor or the District office immediately.

### Dress and Grooming – Summary of Policy #3200

#### **Personal Appearance**

Along with attire, grooming and personal cleanliness standards contribute to morale and affect the District's image.

During business hours or when representing the District, you must present a clean, neat, and tasteful appearance. Attire and grooming should reflect the requirements of each position and



## Section 2: Ethics & Employee Standards of Conduct

accepted social standards within our business culture. To the extent required by applicable law, the District will make accommodations based on religious or cultural beliefs.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Hairstyles are expected to be in good taste and reflect an appropriate image for our industry.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair, do not present an appropriate professional appearance.
- Mustaches and beards must be clean, well-trimmed and neat.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and aftershave lotion should be used moderately; be considerate to co-workers who are allergic or sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings and tongue studs, is not acceptable.
- Torso body piercing with visible jewelry, or jewelry that can be seen through or under clothing, is not acceptable.
- Large tattoos are not acceptable on the face, neck, or hands. Visible tattoos and similar body art should be covered at all times

### *Administration Employees*

Del Puerto Health Care District has adopted a year-round “business casual attire” for regularly scheduled work hours, Monday through Friday. Traditional business attire is optional.

### *Clinic Employees*

Clinic employees shall refer to the department policy governing clinic dress. Clinic employees are obligated to conform to the general dress code standards for non-uniformed employees, except where the department policy specifies otherwise.

### *Ambulance Employees*

Ambulance employees shall refer to the department policy governing ambulance dress.

### *Off-Duty but On-Campus*

Even when off duty, it is never acceptable to wear the following while on district property:

- Spaghetti strapped tank tops.
- Short shorts.
- Any clothing that would be considered provocative or revealing.

## **Conflicts of Interest - Summary of DPHCD Policy #1020**

You have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Business dealings with outside firms should not result in unusual gain. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit you. Promotional plans that could be interpreted to involve unusual gain require Board approval.

An actual or potential conflict of interest occurs when you can influence a decision that may result in a personal gain for you or for a relative because of the District’s business. No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if you have any influence on transactions involving purchases, contracts, or leases, it is



## Del Puerto Health Care District Personnel Rules

imperative that the situation regarding the existence of any potential or actual conflict of interest be disclosed. In this way safeguards can be established to protect all parties. Prohibited activities include, but are not limited to:

- Having a direct or indirect financial relationship with a competitor, customer, or supplier; however, no conflict will exist in the case of ownership of less than 1 percent of the publicly traded stock of a corporation. This provision is not intended to prohibit you from engaging in investment activities, such as ownership of mutual funds, in which the employee's investment is not substantially invested in the interests of a competitor, customer, or supplier. If you are uncertain whether a personal investment violates this provision, see Human Resources.
- Engaging in any other employment or personal activity during working hours or using Del Puerto Health Care District's property in other employment without review and approval of the employee supervisor.
- Using Del Puerto Health Care District's name, logo, stationary, supplies, equipment, or other property for personal purposes. This policy includes, but is not limited to, the use of computers, telephones, fax machines, postage and postage meters, vehicles, and supplies.
- Soliciting Del Puerto Health Care District's employees, suppliers, or customers to purchase goods or services of any kind for purposes not related to Del Puerto Health Care District's business, unless approved in writing in advance.
- Soliciting or entering any business or financial transaction with an employee you supervise, either directly or indirectly, unless your supervisor has granted prior written approval of that transaction. This restriction applies to all such transactions, however small, including but not limited to:
  - Hiring a subordinate to perform personal services.
  - Soliciting a subordinate to participate in an investment of any kind.

A conflict of interest may result in discipline, up to and including termination.

### Unauthorized Removal, Use or Possession of District Property

District property includes, but is not limited to District vehicles, maintenance, tools, office equipment, documents, and files.

Only authorized employees may use District vehicles. If a District vehicle incurs any damage while under your charge, you must report the damage immediately. You must hold a valid state drivers' license for the class of vehicle you are assigned to drive. Passengers in District vehicles must be authorized by a supervisor. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

Any employee whose duties include the operation of a District vehicle who is cited for D.U.I. or any other serious moving violation or who becomes uninsurable under the District's liability policy is considered to have an unacceptable driving record, and the employee's employment is subject to review. The District must be notified immediately of any change in the status of your driving record if you operate District vehicles.

If you receive a traffic citation while operating a District vehicle, the employee is responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a District vehicle, the employee is required to call a police officer to the scene of the accident. You must

## Section 2: Ethics & Employee Standards of Conduct

report the accident to your supervisor immediately. Do not attempt to render medical care or assistance beyond your ability.

District property may only be used on authorized jobs and may not be used by you for personal purposes. At no time may you or a friend/relative remove or keep in your personal possession any District property without approval from your supervisor or the Administrative Director / CEO. We reserve the right to notify the appropriate authorities with the names of the individuals involved in the unauthorized possession of District property.

### Whistleblower Policy – Summary of DPHCD Policy #3142

A whistleblower as defined by this policy is an employee of Del Puerto Health Care District who reports an activity that the employee considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures. Appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state, or local laws, billing for services not performed or for goods not delivered, and other fraudulent financial reporting.

If you have knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his or her immediate supervisor, Human Resources, or the Administrative Director / CEO. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing is subject to discipline up to and including termination.

Two important whistleblower protections are provided: your confidentiality and no retaliation. Insofar as possible, the confidentiality of the whistleblower is maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, or to provide accused individuals their legal rights of defense. The District will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, or threats of physical harm. Any whistleblower who believes he or she is being retaliated against must contact Human Resources immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities are promptly submitted to the Administrative Director / CEO who is responsible for investigating and coordinating corrective action.

### Discipline

Termination for unsatisfactory performance and certain types of misconduct may be preceded by an oral warning, a written warning, or a suspension; however, Del Puerto Health Care District, using its discretion, may elect to proceed directly to termination without resorting to prior disciplinary action.

If the District elects to provide a warning, counseling, or suspension, that decision does not alter the at-will relationship between the District and you.

At times, the need to fully investigate an incident may delay disciplinary action. The District may elect to suspend you without pay pending completion of an investigation.

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## Section 3: Equal Opportunity &amp; Commitment to Diversity

## Section 3: Equal Opportunity & Commitment to Diversity

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Americans with Disabilities Act (ADA) & Reasonable Accommodation

The Americans with Disabilities Act (ADA) and the Fair Employment Housing Act (FEHA) protect qualified employees with disabilities from discrimination in the workplace.

Any applicant or employee who requires an accommodation to perform the essential functions of the job should contact the supervisor or Human Resources and request such an accommodation. The individual with the disability must specify that accommodation is needed to perform the job. Del Puerto Health Care District will investigate and identify the barriers that make it difficult for the applicant or the employee to have an equal opportunity to perform his or her job. We will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose undue hardship, Del Puerto Health Care District will make the accommodation.

At no time will we discriminate, harass, or retaliate in any way against any employee for making an accommodation request.

### Commitment to Diversity, Inclusion, and Equality

DPHCD is committed to creating and maintaining a workplace in which you have an opportunity to participate and contribute to the success of the District and are valued for your skills, experience, and unique perspectives. This commitment is embodied in District policy and the way we do business.

### Non-Discrimination – DPHCD Policy #1055 Summary

As a public entity, the District does not exclude, deny benefits to, or otherwise discriminate against any person on the grounds of actual or perceived race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in admission to, participation in, or receipt of services and benefits of any of its programs and activities or in employment therein, whether carried out by the District directly or through a contractor or any other entity with whom the District arranges to carry out its programs and activities.

### Equal Opportunity

Del Puerto Health Care District is an Equal Employment Opportunity employer. To provide equal opportunities to all individuals, employment decisions are based on merit, qualifications, and abilities.

We do not discriminate in employment opportunities or practices on the basis of actual or perceived race, religion, creed, color, national origin, ancestry, physical disability, mental

## Del Puerto Health Care District Personnel Rules

disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other characteristic protected by law. We comply with the law regarding reasonable accommodation for disabled employees and applicants.

This policy governs all aspects of employment, including hiring, promotion, job assignment, compensation, discipline, and access to benefits, training, termination, or any other aspects of employment.

Those with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of your supervisor or Human Resources. These concerns can be raised, and reports, made without fear of reprisal.

### **Immigration Law Compliance**

We employ only individuals who are authorized to work in the United States. Each new employee must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if an I-9 has not been completed within the past three years or if the previous I-9 is no longer retained or valid.

### **E-Verify**

E-Verify is a federal government program that electronically confirms your eligibility to work in the United States after completion of Form I-9.

E-Verify is a voluntary program. However, employers with federal contracts or subcontracts that contain the Federal Acquisition Regulation (FAR) E-Verify clauses are required to enroll in E-Verify as a condition of federal contracting.

The District participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the United States.

You are encouraged to contact the United States Citizenship and Immigration Services (USCIS) at 1-800-375-5283 for any questions or to seek further information on immigration law issues.

## Section 4: Personal Matters

## Section 4: Personal Matters

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Confidential Employee Information

Employee files are maintained by Human Resources and are considered confidential. Supervisors may only have access to personnel file information on a need-to-know basis. Medical information is kept in a secure, separate file.

You may inspect your own personnel file on off-duty time and may take notes on any material contained therein. To inspect your file, let your supervisor know so an appointment can be scheduled. Personnel files are to be reviewed in Human Resources and may not be taken outside the department. If you wish copies made of any document, a reasonable fee may be charged. Materials maintained in your personnel file will not be disclosed for non-District purposes except upon prior written authorization from that employee, in compliance with a lawfully served subpoena, or at the request of law enforcement agencies.

### Changes to Your Personal Information

You must keep Human Resources informed of any changes in your personal information.

- Your present address and phone number are essential for many purposes, including mailings.
- Emergency contact information should be kept up to date especially if phone numbers or persons change.
- If your marital status or dependents change, you may have to change the number of exemptions claimed for income tax withholding purposes and to add or delete family members to the employee group health insurance plans.

### Outside Employment

You must disclose any outside employment to the District on the Other Employment Form (see Appendix A) provided by Human resources. While the District has no objection to you holding another job if the performance and attendance standards for the District position are being met, and if the outside employment is not in conflict with your work as a public employee of the District. We ask that you think seriously about the effects extra work may have on the limits of your endurance, overall personal health, and effectiveness. We will hold you to the same standards of performance and scheduling demands and cannot make exceptions if you hold outside jobs. This means that if your outside employment negatively impacts your performance or attendance at the District, you may be subject to disciplinary action to address any deficiencies it causes. If the outside employment, by its nature, conflicts with your employment at the District, you may be required to choose whether to resign from the outside employment or from District employment.

## Personal Business at Work

Personal matters are best addressed before or after work or while on breaks. This includes answering personal email and phone calls.

## Personal Cell Phone Use

The District recognizes you may need to use personal cell phones during the workday. You should use these devices to attend to personal matters only during breaks. Even then, you should not converse on cell phones in a manner that disrupts the work or break environment for others. Do not place or take personal calls in an area where other employees or patients are close enough to overhear the conversation unless an emergency.

You are expected be courteous of the work environment and either turn cell phones off or keep ring tones on vibrate. In general, personal calls should go through to voicemail while on duty, unless it involves an emergency.

## Personal Property

To keep valuable personal belongings safe, it is best to leave them at home and not bring them to work. Personal items, coats, purses, lunches, etc. may be stored in your desk or in a designated storage area. While on District property, your personal items may need to be inspected because of safety, health, security, or other concerns. If any personal items are missing due to theft or carelessness, Del Puerto Health Care District is not responsible.

When employment is ended, you must remove all personal belongings when departing District premises. Personal belongings are subject to disposal if not claimed at the time of separation.

## Personal Vehicle Use

You will receive the standard federal mileage reimbursement rate per mile when required to use your own vehicle to perform District business. We will not pay for any fines or tickets you receive while driving on District business.

To drive a vehicle for the District, you must have proof of insurance, a valid driver's license, be insurable by our insurance carrier, and maintain a safe driving record.

An accident involving District personnel, property, and/or equipment must be reported as soon as possible to your supervisor.

## Personal Use of Non-Union Bulletin Boards

All required governmental postings are posted on bulletin boards located in break rooms. These boards may also contain general announcements.

You can submit notices of general interest, such as for-sale notices or recreational-type announcements, postcards, expressions of gratitude or sympathy, and notices looking for/offering carpools, tickets, roommates, or pets. Please present these notices to the supervisor for approval prior to posting.

The District reserves the right to refuse permission to post and/or to take down any announcement. All approved notices posted by employees is removed after 2 weeks unless otherwise stipulated.



## Section 4: Personal Matters

**Employee Relationships - Summary of DPHCD Policy #3535****Dating in the Workplace/Consensual Relationships**

We realize that social relationships may occur in the workplace. To ensure a relationship does not violate our harassment policy, employees entering such relationships must notify their supervisor(s) of the relationship, complete a *Consensual Relationship Declaration* (see Appendix A), and review the policy prohibiting harassment in the workplace. It is the responsibility of each party to conduct themselves in a completely professional manner, will not engage in inappropriate behavior, and that the social relationship will not adversely affect each employee's individual work performance.

**Employment of Relatives, Spouses, or Domestic Partners**

For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Relatives and domestic partners may be hired by the District if the following conditions are met:

1. The persons concerned will not work in a direct supervisory relationship.
2. The employment will not pose difficulties for supervision, security, safety, or morale.

**Employees Who Marry or Enter A Domestic Partnership with Another Employee**

If employees who marry or decide to live together work in a direct supervisory relationship, the employees involved must submit a written letter to the Administrative Director / CEO for approval, outlining what steps will be taken to circumvent any potential appearances of impropriety or favoritism in the workplace.

If not approved, the District will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, one of the employees may be required to leave the District.



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## Section 5: Employment Relationship

## Section 5: Employment Relationship

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### At-Will Employment\*

*\*Union employees must refer to the MOU regarding employment terms.*

Employment at the District is at-will, which means that employment may be terminated with or without cause or notice at any time. Other than the Board of Directors, no one has the authority to make any agreement for employment other than for employment-at-will or to make any agreement limiting our discretion to modify other terms and conditions of employment. Such agreements must be in writing. No implied contract concerning any employment-related decision can be established by any other statement, conduct, policy, or practice. Examples of terms and conditions of employment include termination, promotion, demotion, transfers, hiring decisions, compensation, benefits, and discipline.

This rulebook, in describing the District's rules and policies, does not oblige the District to follow any specific procedure when imposing discipline or terminating employment. You can be terminated with or without prior verbal or written warnings, counseling, or discipline, and the District is not required to apply any form of progressive discipline before terminating you.

Any salary figures provided to you in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the Meyers-Miliias-Brown Act as administered by the Public Employment Relations Board (PERB). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. District employees have the right to engage in or refrain from such activities.

### Employment Status

Employee status is defined in the Employer-Employee Relations Resolution (EERR). Employee status determines benefit eligibility. Statuses include Regular Full-Time, Regular Part-Time, Temporary, and Casual.

Status does not affect the at-will nature of the employment relationship between the District and you. The right to terminate the employment relationship at any time, for any reason, is retained by both you and the District.

### Non-Exempt Employees

Non-exempt employees are subject to federal hour requirements and state wage requirements. According to Fair Labor Standards Act (FLSA), non-exempt employees are paid for all hours

## Del Puerto Health Care District Personnel Rules

worked and are eligible for overtime after 40 hours worked in one week (Sunday 8:00 AM to Sunday 7:59 AM).

### **Exempt Employees**

In compliance with the FSLA, exempt employees receive a flat salary per week regardless of the hours worked and are generally not eligible for overtime.

### **Regular Full-Time Employees**

Full-time employees are regularly scheduled to work a minimum of 36-40 hours per week.

### **Regular Part-Time Employees**

Part-time employees are regularly scheduled to work at least 20 hours per week, but no more than 35 hours per week. For purposes of determining health care eligibility, the requirement is a minimum of 30 hours regularly scheduled hours per workweek.

### **Temporary Employees**

Temporary employees are hired for a specific term or project and are not eligible for any benefits other than those required by law.

### **Casual Employees**

Casual employee means anyone who (1) works on an as needed or irregular basis, or (2) is called to work when other employees are unavailable, or (3) accepts work assignments subject to his or her own availability.

### **Independent Contractors**

Independent Contractors are not employees of the District but perform work based on a contractual agreement. Independent Contractors do not receive any employee benefits.

### **Separation from Employment**

Employees who resign or are terminated for any reason during employment will receive unused and accrued PTO. Employees will NOT receive unused accrued Extended Sick Leave (see Policy #3461-Extended Sick Leave Benefits).

### **Return of Property**

You are responsible for items issued to you by the District. District property must be returned by you on your last day of work.

### **Exit Interview**

An exit interview may be scheduled which will allow you to share your thoughts and experiences while working with the District.

### **Reference Requests**

All requests for references must be directed to Human Resources. The District will only confirm your dates of employment, wages paid, and position(s) held. Reference requests must be submitted in writing and signed by you.

## Section 5: Employment Relationship

### Severance Pay

The District generally does not provide severance pay.

### Final Paycheck

The final paycheck for employees who resign with at least 72 hours advance notice is provided on your last day of work. Employees who do not give such notice will receive their paycheck within 72 hours of their resignation date.

The final paycheck is available for you to pick up at the office during normal business hours, but will be mailed to your home address of record if not picked up at the end of the 72 hours after resignation. Any request to mail to another address, must be made in writing with the mailing address where the final paycheck is mailed, and signed by the employee.

### Rehired Employees

Employees who are rehired following a break in service more than six months, other than a break for an approved leave of absence, must serve a new probationary period, whether such District probation was previously completed or not. After a break in service greater than six months, you are considered, for all purposes, a new employee from the date of reemployment.

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## SECTION 6: Attendance Guidelines & Performance

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Attendance

You are expected to arrive on time, ready to work, every day you are scheduled to work. However, we understand that there may be times when you cannot come in to work due to illness or an emergency.

If you must be late or absent from work, a previous arrangement with the employee's supervisor is required. If this is not possible, you must call your supervisor at least one hour prior to the start of the workday. Always state the reason for late arrival or absence and the expected date of return, or if late, the expected arrival time at work. If you are unable to call personally, a family member or friend must call in for you. If you or your representative cannot speak directly with the supervisor, leave a voice mail message.

Unsatisfactory attendance, reporting late, quitting early, or failure to pre-report absences may result in disciplinary action, up to and including termination.

If you fail to call in or report to work for three (3) consecutive days, you are considered to have abandoned your job and voluntarily resigned at 5:00 PM on the third day, unless the reason for the absence and non-communication is accepted by the Administrative Director / CEO.

### Performance

#### **Probationary Performance Discussions and Formal Review**

##### *Informal Discussions*

The District encourages frequent communication between you and supervisors regarding your performance and goals. If you feel additional feedback from your supervisor is needed, you are encouraged to initiate a conversation with your supervisor.

##### *Formal Performance Reviews*

Performance evaluations may review factors such as quality and quantity of work performed, knowledge of the job, initiative, work attitude, and attitude toward others.

These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year. Performance reviews are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

#### **90-Day Performance Review**

The District will endeavor to conduct a performance evaluation of each employee after the employee's first 90 days of employment. Additional performance evaluations is conducted as the District deems necessary to provide both supervisors and you the opportunity to discuss position

## Del Puerto Health Care District Personnel Rules

responsibilities, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Prior to the employee's review, the employee is asked to submit to your direct supervisor the Employee Performance Self-Evaluation Form. The purpose of this form is to provide the employee with an opportunity to evaluate strengths and weaknesses, identify areas for growth, and communicate any information or concerns regarding responsibilities, standards, goals, or other performance-related matters.

### **Annual Performance Review**

An Annual Performance Review and goal setting process provides an opportunity for reflection on how both the District and employee view the accomplishments and challenges of the past year. The purpose is to help you evaluate your strengths, weaknesses, and abilities and for management to provide suggestions for growth and leadership opportunities.

The Annual Performance Review process will include the following steps:

1. An optional written self-assessment may be completed by the employee and submitted to your supervisor or designee.
2. An Annual Performance Review assessment shall be drafted by the supervisor or designee and provided to the employee for your review prior to meeting with the supervisor or designee.
3. The employee and the supervisor or designee will meet and compare assessments, raise, or answer questions, and discuss future goals and objectives.
4. The Annual Performance Review including goals and objectives for the coming year shall be finalized by the supervisor or designee.
5. Upon receipt of the finalized Annual Performance Review you shall sign indicating you have received a copy of the document.

### **Promotions**

A positive performance evaluation does not guarantee any promotion, nor does it guarantee continued employment. As always, employment with the District is at-will. Promotions are solely within the discretion of the District and depend on many factors.

### **Change of Position**

It is District policy to promote qualified personnel from within, whenever possible. Open positions are posted and may be open to the public as well. If you are promoted to a new position, he or she is required to complete a 30-calendar day Introductory Period to demonstrate his or her ability and qualifications to satisfactorily perform the full duties required of the new position. If the employee does not perform satisfactorily within such time, he or she may be returned to the position formerly held at the appropriate wage for the previous position.

Even when you successfully complete the Introductory Period, there is no guarantee of remaining in the new position, and employment status remains at-will.

### **Disciplinary Practices**

Termination for unsatisfactory performance and certain types of misconduct may be preceded by an oral warning, a written warning, or a suspension. However, the District, using its discretion, may elect to proceed directly to termination without prior disciplinary actions.

## Section 6: Attendance Guidelines & Performance

At times, the need to fully investigate an incident may delay disciplinary action. The District may elect to suspend you with or without pay pending completion of an investigation.

### Staff Development and Training

The District encourages you to continue to learn and improve your knowledge while working on the District team. It is each employee's responsibility to attend any required training. Periodic training may be conducted at our on- or off-site. Information regarding upcoming training and events is shared periodically via staff meetings, announcements, email, and/or bulletin board notices.

### Employee Literacy Program

The District will reasonably accommodate and assist any employee who reveals a problem of illiteracy. The District will aid in enrolling the employee in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship. The employee must pay for any program he or she elects to attend.

Any employee who reveals a problem with reading and writing but satisfactorily performs their work shall not be subject to termination of employment because of the disclosure of illiteracy.

### Professional License or Certification

Many positions require a professional license or certification. Employees in a position so designated are responsible for and must submit a copy of the requisite license or certification to Human Resources at the time of employment and each time it is renewed. You must complete all continuing education requirements to keep your license or certification active. You will not be scheduled for work if your license is due to expire in the next 30 days.

If you do not have a required license or fail to obtain or renew a required license within 14 days of expiration your employment may be terminated.



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## Section 7: Payroll, Wage &amp; Hour Guidelines

## SECTION 7: Payroll, Wage & Hour Guidelines

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Work Week

Administration is open for business between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Ambulance operates 24 hours a day, 7 days per week, 365 days per year. The Health Center is open Monday-Friday between the hours of 8:00 a.m. and 6:30 p.m. and on Saturday between 8:30 a.m. and 12:30 p.m. The District work week is a 7-day period that begins at 8:00 a.m. Sunday and ends at 7:59 a.m. the following Sunday.

If a regularly scheduled payday falls on a holiday, you will receive pay on the last business day before the regularly scheduled payday. If a regular payday falls during your PTO, the employee's paycheck will still be available on payday for the employee's return from PTO. Use of paycheck Direct Deposit is recommended.

If you lose a physical payroll check, the employee shall obtain an authorization form from the District requesting that a stop payment be placed, and a new check be issued.

### Alternative Work Schedules

The District is committed to helping you face the demands of juggling work, family, and life-related issues by offering flexible work arrangements. When possible, these arrangements provide you with increased flexibility with your work schedule while allowing the District to maintain a productive work environment. Alternative work scheduling is an opportunity to maintain employee productivity through various forms of creative work scheduling.

### Case by Cases Basis

All District employees are considered for alternative work scheduling on a case-by-case basis to accomplish both work and personal goals, to provide coverage for individual department operations, and to serve the District as a whole with increased productivity at no expense to quality output.

Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit. The following conditions must be met for a flexible work schedule to be approved: 1) the employee must have a satisfactory attendance record, meet all performance expectations in his or her current role, and consistently demonstrate the ability to complete tasks and assignments on a timely basis; and 2) the nature of the employee's work and responsibilities must be conducive to a flexible work arrangement without causing significant disruption to performance and/or service delivery.

### *Flextime*

Flextime, in which you work eight hours per workday, but there is flexibility in your set scheduled starting and ending times. Some employees, due to family or personal obligations or

## Del Puerto Health Care District Personnel Rules

preferences, work very early in the morning and leave earlier in the afternoon. Other flextime employees may prefer or need to start later in the day and work into the evening.

### **Alternative Work Week**

Alternative work weeks combine hours per day and days per week to equal an 80 hour pay period. Possible combinations include:

- 4/10 Schedule. Four-day work week, in which you work 10 hours per day, reducing the work week to four days a week.
- 9/80 Schedule. Nine-hour workdays and one full day off every other week.

### **Must Work for Department Needs**

The department supervisor is responsible for identifying if any of the flexible staffing options are workable within the department. This may include determining if the entire department or an entire shift must convert to one or more of the above alternative scheduling options. To determine whether your request for an individual alternative work schedule is appropriate, in partnership with Human Resources, the supervisor must assess the impact and the outcome in terms of production, quality and absenteeism, and if one or a combination of the above arrangements is in the best interests of the department, District, and employee.

### **Approval**

To ensure implementation of this policy in accordance with payroll and legal requirements, requests to use this policy must be made in writing to the HR department. Flexible work arrangements and proposed schedules must be approved by the department director prior to announcement and implementation.

### **Trial Period**

There is a six-month trial period to assess the impact of the flexible work arrangement. After successful completion of the trial period, the work arrangement is reviewed at least annually thereafter to ensure continued success. The arrangement may be canceled for any reason by management. You must obtain consent from your supervisor with written acknowledgement from Human Resources if you wish to change or cancel an Alternative Work Schedule.

## **Non-Exempt Employees Wage & Hour Guidelines**

### **Changes in Work Schedule / Shift Changes**

A variety of work schedules exist. Supervisors will advise you of your work schedule.

Any change in your work schedule must be authorized in advance by your supervisor, including exchanging shifts with a co-worker.

From time to time, the District may require you to work more or less than originally scheduled. For example, you might be directed to end your shift early and go home, to work overtime, or otherwise change your schedule. The District has the right to alter employee schedules, as it deems necessary, at the District's sole discretion.

### **Meal Periods and Rest Breaks**

The district provides meal and rest breaks when practicable and as provided for in this section. You are required to correctly document meal and rest breaks and to confirm the schedule for such breaks with your supervisor to not disrupt the efficiency of the operations of the District.

## Section 7: Payroll, Wage & Hour Guidelines

### *Rest Breaks (Paid)*

1. If you work at least 3.5 hours in a day, that employee is provided a rest break.
2. You shall take a rest break, when practicable, of at least 15 consecutive minutes for each 4 hours worked.

### *Meal Breaks (Unpaid)*

1. If you work over 5 hours in a day, that employee is provided a meal break of 30 minutes when practicable. A meal period can be waived with the mutual agreement of the supervisor provided the employee does not work more than 8 hours in the workday.
2. If you work over 10 hours in a day, that employee is provided a second meal break of at least 30 minutes when practicable. At the mutual agreement of the employee supervisor, the second meal break may be waived if the employee did not work more than 12 hours and did not waive the first meal break.

## Recording Time Worked

Non-exempt employees will record time worked either by punching in and out on a time clock or by recording time worked on a Time Sheet. Both methods are used to record hours worked from which a payroll check is computed. Care should be taken to see that the time entered is an accurate record of time worked. You must properly record all hours including PTO taken and submit a PTO request form the first workday after unscheduled time off work.

All timecards must be properly completed, and each employee is responsible for their own timecard. All non-exempt employees are required to clock in and out as follows:

- Not more than 7 minutes prior to the start of the employee's work shift, but as close to the start time as possible.
- The beginning and end of meal periods, or when leaving the premises for personal reasons. The exception would be your 15-minute break.
- Overtime must be pre-authorized by the employee's supervisor.
- Time sheets/records must be completed daily and signed by the employee at the end of each pay period.
- Not more than 7 minutes after the end of the employee's work shift, but as close to the quit time as possible.

We may round up or round down to the nearest tenth for timecard purposes. You are to sign your own timecard to attest that the hours recorded are accurate. You should not sign any timecard that is inaccurate and must notify the supervisor immediately if there are any changes. You may not change anyone else's timecard or allow anyone else to manage your own timecard.

## Make-Up Time

You may request to make up work time that is or would be lost as a result of a personal obligation during the same workweek, provided such time can be scheduled with your supervisor and does not cause you to work in excess of 40 hours in the workweek. The request must be in writing for each such occasion, and the request must be signed by the employee. Make-up time is at your regular straight time hourly rate. The granting of such a request is based on operational needs and work schedules, as well as job performance.

## Call Back

When you are called back to work after the end of your shift and prior to the next shift, the employee will receive a minimum of four hours pay.

## Deductions from Pay

### **Required Deductions from Pay**

Deductions required by state and federal law to be withheld from employee gross wages include: Federal Income Tax, Federal Social Security Tax (FICA), California State Income Tax, California State Disability Insurance, Medicare, Court Ordered Garnishment or any wage assignment, IRS or Franchise Tax Board Orders to Withhold. Changes in tax deduction status should be reported to Human Resources on a W-4 withholding allowance form.

### **Garnishments**

The District is required by law to garnish your wages if required by court order. For purposes of garnishment, the employee's earnings include any compensation – wages, salary, PTO, EST, etcetera. The District is compelled by law to administer court orders. In doing so, the District will inform you of the garnishment and how it affects your wages.

### **Annual Statement of Earnings and Withheld Taxes**

A W-2 Form is issued to you prior to January 31 of each year or as required by law. The W-2 Form is mailed to terminated employees at their last address.

### **Exempt Employee Pay**

The District does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA is notified of this classification at the time of hire or change in position.

**Permitted deductions.** The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions permitted include:

- Deductions required by law, e.g., income taxes; and
- Deductions for employee benefits when authorized by the employee; and
- Absence from work for one or more full days for personal reasons other than sickness or disability; and
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness; and
- Offset for amounts received as witness or jury fees, or for military pay; and
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week, an exempt employee begins work for the District, or during the last week of employment, the employee will only be paid for actual hours worked. In addition, you may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

## Section 7: Payroll, Wage & Hour Guidelines

If an employee classified as exempt believes that an improper deduction has been taken from their pay, the employee should immediately report the deduction to Human Resources. The report is promptly investigated and if it is found that an improper deduction has been made, the District will reimburse the employee for the improper deduction.

### Overtime Pay

You shall be paid for your hours worked in accordance with all legal requirements. All non-exempt employees qualify for overtime pay. All overtime worked by a non-exempt employee must be approved in advance by the employee's supervisor. Employees who work unauthorized overtime are subject to discipline, up to and including termination.

Unless an Alternative Work Week has been approved, non-exempt employees are paid overtime in the amount of 1.5 times your regular rate of pay for all hours worked beyond 40 hours in a work week per the FLSA.

### Compensation "Comp" Time

The District does not permit the use of compensatory time off in lieu of overtime payments for non-exempt employees.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation is paid to exempt employees. However, exempt employees may receive compensatory time off subject to workloads and scheduling requirements. As with all forms of planning for time off, exempt employees must discuss any plans for time off with their supervisor. Compensatory time is not formally tracked, and the employee should not expect hour for hour compensatory time.

### Salary/Wage Advances

The District does not provide advances on unearned wages.

### Direct Deposit

You may choose to have your pay automatically deposited to your bank using a *Direct Deposit Form*. All automatic deposits are made at midnight on Wednesday night and are usually available in the employee's personal account the next morning.

### Payment Errors

You must advise your supervisor of any errors in your paycheck as soon as found. Willful failure to disclose such information is grounds for termination.

Payment errors will normally be rectified on the paycheck following the detection of the error. If the amount of underpayment will cause hardship, a manual check may be requested.

When payment errors occur causing an overpayment to you, those public funds must be returned to the District to correct the error. In such event, a repayment plan may be developed by the payroll department and agreed to with the affected employee. All repayment plans must ensure the return of the full amount prior to termination of employment.

## Parity Reviews

A triennial review of our compensation program is made to insure our employee compensation and benefits are comparable to those generally available for positions of similar complexity and responsibility in our industry and geographic area.

Each job classification has a specific salary range, which is determined by the employee's job description, duties, skill, and level of responsibility. To be eligible for any increase, it must fall within the appropriate salary range for the employee's job classification. Performance reviews serve as the basis for your merit increase, if any, and only if, you have not reached the "top" of the salary range.

A positive performance evaluation does not guarantee a salary increase. Salary increases are solely within the discretion of the District and many factors are considered in addition to performance.

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## Section 8: Benefits

## Section 8: Financial Benefits

Revision History			
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1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

We are pleased to provide the following benefits. Some benefits are prorated for part-time employees. Computation is based on the actual (hours/days/weeks/months) worked.

### Federal Financial Benefits

#### **Social Security and Medicare**

You are covered under the provisions of the federal social security law (FICA). The District matches the amount of the deduction from employee wages for Social Security taxes (6.2%) and for Medicare (1.45%). For more details contact the local Social Security Office.

### State Financial Benefits

#### **Paid Family Leave**

When you stop working or reduce work hours to care for a family member who is seriously ill or to bond with a new child, or a child in connection with the adoption or foster care placement, you may be eligible to receive eight weeks of Paid Family Leave (PFL) benefits. The PFL program is administered by the California Employment Development Department (EDD) and funded through employee payroll deductions. The District may require you to use up to two weeks of PTO before receiving benefits. For information about PFL (eligibility, claim filing, etc.), contact the EDD service center at 1-877-BE-THERE (see also Section 10-Leaves of Absence).

#### **State Disability Insurance**

You are covered under the State Disability Insurance Plan (SDI), which provides low-cost protection for loss of earnings due to non-work-related illness or accident. Benefits begin after the seventh day of illness or accident. The District can require you to use paid leave during the seven-day waiting period. State Disability is funded by employee contributions, which state law requires to be withheld from employee wages. The amount withheld is computed as a percentage of gross wages, up to a maximum specified by the state. When you are eligible for SDI benefits, the District will coordinate the use of leave with the SDI benefits. Note that the total income from SDI and leave cannot exceed 100% of your regular pay.

#### **Unemployment Insurance**

Unemployment insurance is provided at no cost to you through District contributions. You may not be eligible for unemployment payments if you voluntarily quit or are terminated for cause.

#### **Workers' compensation**

Workers' compensation Benefits are provided without cost to you for job related illnesses and/or accidents. All incidents must be immediately reported to a supervisor and Human Resources.



The Human Resources representative issuing the report form (DWC 1) shall assist the employee in completing the form and shall be responsible for processing the reports. For information concerning worker's compensation medical care and disability benefits contact Human Resources or visit <http://www.dir.ca.gov/dwc>. An employee who intentionally files a false report of a work-related injury is subject to discipline up to and including termination.

## **District Benefits**

### **Health Benefits**

#### ***Open Enrollment***

You are eligible to make changes to your benefits during open enrollment. Open enrollment is a short period each year when you can make changes to your benefits. Open enrollment occurs in October and elections made during open enrollment will become effective on December 1<sup>st</sup>.

It is very important for you to review their current benefits and verify all your personal information and make any necessary changes. The decisions you make during open enrollment can have a significant impact on your life and finances, so it is important to weigh the options carefully.

Unless you experience a "qualifying life event," you cannot make changes to your benefits until the next open enrollment period. Qualifying life events include, but may not be limited to:

- Marriage, divorce, or legal separation
- Birth or adoption of a child
- Change in child's dependent status
- Death of a spouse, child, or other qualified dependent
- Change in residence that would be a change to a different county, for example
- Change in employment status or a change in coverage under another District sponsored plan through your spouse or a retiree plan elsewhere.

#### ***Medical Insurance***

On the first of the month following 60 days of employment, employees who work 30 hours or more are eligible to participate in our group healthcare plan. Your portion of the premium is paid through payroll deductions, with a signed authorization from the employee. Deductions for benefits are due a month ahead of coverage. Therefore, your deductions start the month before coverage is effective or arrangements are made to collect the employee's balance on future payroll. You also have the option of adding eligible dependents to the group healthcare plan. A full summary plan description is available from Human Resources.

#### ***Vision, Dental, Group Term Life Insurance***

On the first of the month following 60 days of employment, employees who work 30 hours or more are eligible to participate in our dental, vision, and group term life insurance plans. Employee premium contributions are paid through payroll deductions with a signed authorization form. Contributions are due a month in advance of coverage. You also have the option of adding eligible dependents to these group plans. Full summary plan descriptions are available from Human Resources.

#### ***COBRA/CalCOBRA***

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your beneficiaries the opportunity to continue health insurance coverage under our health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in

## Section 8: Benefits

employee work hours or a leave of absence; employee divorce or legal separation; employee becomes entitled to Medicare; or, a dependent child no longer meets eligibility requirements.

Under COBRA/CalCOBRA, you or your beneficiary pays the full cost of coverage at our group rate plus an administration fee. You will receive a written notice describing rights granted under COBRA/Cal-COBRA when you become eligible for coverage under our health insurance plan. The notice contains important information about employee rights and obligations.

You are entitled to a certificate showing evidence of prior health coverage.

Additional continuation coverage is available under California law for you and qualified beneficiaries, which supplements COBRA continuation coverage. Written notice is provided to you, if eligible, regarding important information about your rights and obligations.

For more information about COBRA, refer to [www.dol.gov/general/topic/health-plans/cobra](http://www.dol.gov/general/topic/health-plans/cobra). For more information about CalCOBRA, refer to [www.dmhc.ca.gov/HealthCareinCalifornia/TypesofPlans/KeepYourHealthCoverage\(COBRA\)](http://www.dmhc.ca.gov/HealthCareinCalifornia/TypesofPlans/KeepYourHealthCoverage(COBRA))

### Retirement

On the first of the month following employment, employees who are benefitted are eligible to participate in our two-part Retirement Plan.

#### *Plan 001 – Defined Contribution, District Only*

Per the document, for each plan year, for each eligible full-time employee, the District will contribute 4% of an eligible employee's wages to an individual employee self-managed account. Employees covered under this Agreement shall be 100% vested at five (5) years of qualifying service (i.e., works 1000+ hours from July 1 through June 30).

#### *Plan 002 – 457(b) Employee Contribution with District Match*

Per the plan document, for each qualifying plan year, for each eligible full-time employee, the District will make a matching contribution equal to 50% of each eligible employee's Elective Contributions during the plan year that do not exceed 6% of the employee's wages to an individual employee self-managed account. Employees participating in Plan 2 are immediately vested.

A full summary of Plan descriptions is available from Human Resources.

### Continuing Education – Summary of Policy #3432

To ensure that you can keep abreast of changes in the dynamic health care field, the District offers various in-service educational programs. You are made aware of these programs by your supervisors or Human Resources.

Regular Full-Time employees are eligible for continuing education time. Regular Full-Time employees is compensated a designated number of hours per year for continuing education, according to classification and work schedule. You should consult with Human Resources or departmental policy for details.

You are compensated for mandatory in-service and training programs.

### Employee Assistance Program (EAP)

The Employee Assistance Program (EAP) is a confidential 24 hours a day, benefit where you can access counselors for you and your family members to help with life's challenges. This resource is free to you and is completely confidential.

## Del Puerto Health Care District Personnel Rules

The program's experienced counselors provided through LifeWorks — one of the nation's premier providers of Employee Assistance Program services —they can talk to you about anything going on in your life, including:

- **Family:** Going through a divorce, caring for an elderly family member, returning to work after having a baby
- **Work:** Job relocation, building relationships with co-workers and managers, navigating through reorganization
- **Money:** Budgeting, financial guidance, retirement planning, buying, or selling a home, tax issues
- **Legal Services:** Issues relating to civil, personal, and family law, financial matters, real estate, and estate planning
- **Identity Theft Recovery:** ID theft prevention tips and help from a financial counselor if you are victimized
- **Health:** Coping with anxiety or depression, getting the proper amount of sleep, how to kick a bad habit like smoking
- **Everyday Life:** Moving and adjusting to a new community, grieving over the loss of a loved one, military family matters, training a new pet

The program includes up to 5 phone or video consultations with licensed counselors for you and your eligible household members, per issue, per calendar year. It is available 24/7/365.

## Section 9: Paid Time Off

## Section 9: Paid Time Off

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Paid Time Off (PTO) – Summary of District Policy #3441

#### Purpose

The District provides Paid Time Off (PTO), for the purpose of providing recreation, relaxation, time for illness, time for holidays and religious observance, and to minimize economic hardships that may result from unexpected illness or injury to any recognized family member. PTO is to be used for vacation, sick days, holidays, family care, or personal days in accordance with state and federal law.

#### Eligibility

You accrue PTO from your first day of employment. You must, however, complete your 90-day introductory period to use PTO for anything other than holidays. You accrue PTO at rate according to your status (full or part-time) and length of uninterrupted service as a District employee.

Any PTO that you accrued but have not used shall be paid out upon termination of employment.

#### Limitations on Accrual

You are encouraged to use PTO accrued each year. The maximum PTO you may have at any time shall equal twice your annual accrual.

If your earned-but-unused PTO reaches the maximum, you will not accrue any additional PTO until some PTO is used. If the employee uses enough PTO to fall below the maximum, the employee will resume earning PTO from that date forward until the maximum is once again reached.

PTO does not accrue during an unpaid leave of absence.

#### Applicability of PTO to Overtime Computation

For all Ambulance employees, PTO is considered hours worked in determining overtime pay.

For all other District employees, PTO hours are not considered as hours worked for overtime considerations and use of PTO cannot exceed regularly scheduled hours per pay period.

#### Requesting Paid Time Off

Requests for PTO must be recorded on an Employee Time off Request Form and submitted to the supervisor with as much advance notice as possible. The request is evaluated in the District's discretion. District needs, seniority, and timeliness are among the factors the District considers in evaluating a request.

## Del Puerto Health Care District Personnel Rules

**Payment of PTO**

PTO is paid in the paycheck received following the pay period during which the PTO is taken.

**Optional Annual Cash Out**

Twice per calendar year, you may cash out up to three (3) weeks accrual but must maintain a one (1) week accrual balance. Request for payouts should be made to Human Resources. The payout is paid at regular time per PTO hour and is paid on the next payroll. Negative PTO balances are not allowed.

**Extended Sick Leave (ESL) – Summary of Policy #3461**

In order to minimize economic hardships that may result from an unexpected extended personal illness or injury, and to provide you with a certain amount of paid leave during family medical leaves, the District provides full-time employees with Extended Sick Leave (ESL) benefits. Extended Sick Leave is a non-portable benefit provided by the District. You may use your accrued ESL, possibly in conjunction with other types of state financial assistance, to bring you to 100% of your normal rate of pay.

**Holidays – Summary of District Policy #3451**

Eight holidays are built-in components of the Paid Time off (PTO) accrual rates. However, any employee who is scheduled to work on any of the eight actual Calendar Holidays, is compensated at premium pay, which is time and one-half (1.5) your base rate of pay for that shift, so long as the shift begins between the hours of 8:00 a.m. on the calendar holiday and 7:59 a.m. 24 hours later. If any employee has used all their Paid Time off (PTO) hours and a holiday occurs on a date the employee is not scheduled to work, the holiday will not be paid.

The District Office and Health Center recognize the following Holidays and schedule (subject to annual review and update).

<b>DISTRICT OFFICE</b>	<b>Schedule</b>	<b>HEALTH CENTER</b>	<b>Schedule</b>
1. New Year's Day	Closed	1. New Year's Day	Closed
2. Presidents Day	Closed	2. Presidents Day	Holiday Rate
3. Memorial Day	Closed	3. Memorial Day	Closed
4. Independence Day	Closed	4. Independence Day	Closed
5. Labor Day	Closed	5. Labor Day	Closed
6. Thanksgiving	Closed	6. Veterans Day	Holiday Rate
7. Christmas Eve	Closed	7. Thanksgiving	Closed
8. Christmas Day	Closed	8. Christmas Day	Closed

Patterson District Ambulance Operates 24/7/365. The following eight (8) days is paid at Holiday rate for Ambulance employees:

<b>PATTERSON DISTRICT AMBULANCE</b>	<b>Schedule</b>
1. New Year's Day	Holiday Rate
2. Presidents Day	Holiday Rate
3. Memorial Day	Holiday Rate
4. Independence Day	Holiday Rate
5. Thanksgiving	Holiday Rate
6. Christmas Eve	Holiday Rate
7. Christmas Day	Holiday Rate
8. New Year's Eve	Holiday Rate

## Section 9: Paid Time Off

Employees must have approved time off to not work the day before or after a holiday. If an employee does not work the day before or after a holiday by taking an unapproved leave, they will be subject to discipline up to and including termination.

### District Paid Time Off

#### **Bereavement/Funeral Leave**

If a death occurs in your immediate family, the employee is entitled to the equivalent of one-week regular schedule of paid bereavement leave. Immediate family is defined as spouse, common-law spouse, same-sex partner, parent, parent-in-law, stepparent, children, stepchildren, siblings, grandparent, and grandchildren. Similar consideration may also be given to a foster child, foster parent, ward, or any other person who stood in loco parentis to the employee when the employee was a child.

If the employee is bereaved due to the death of a person not in the employee's immediate family, PTO may be used.

#### **Jury Duty**

Employees who receive a notice to report for jury duty or who need time off to appear in court to comply with another court order as a witness in any judicial proceeding, must notify their supervisor as soon as practicable. Non-exempt employees will receive the difference between their jury witness fees and normal hourly rate of pay for all hours spent on the jury or as a witness, up to a maximum of seven calendar days per year.

You must show proof of jury service and the amount of jury pay to which you are entitled. You must report to work on any day of jury service in which the employee is excused entirely or where sufficient time permits the employee to return to work for a minimum of one-half of your regularly scheduled shift.

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## Section 10: Leaves of Absence

## Section 10: Leaves of Absence

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### General Information

Leaves of Absence have two parts: the physical absence from your job and the financial payments available through the District Paid Time Off and government programs such as State Disability Insurance.

We may require you to use accrued PTO to cover some or all the leave in accordance with state and federal law. The use of PTO will not extend the length of the leave to which you are otherwise entitled. You may be eligible for state disability insurance during your leave—visit [www.edd.ca.gov](http://www.edd.ca.gov) for more information.

### Financial Resources available during Leaves of Absence

There are multiple resources for employees who are on leave to receive financial benefits. Here we have summarized the types of benefits which may be available to you. If you have questions about eligibility, Human Resources has more detailed information available to you.

#### **Paid Time Off (PTO)**

Paid Time Off (PTO) may be used for the purpose of providing time for illness and to minimize economic hardships that may result from unexpected illness or injury to yourself or any recognized family member. PTO will be used in conjunction with hours worked to bring you to 100% of your normal [pay](#)<sup>[A1]</sup>. Employees working fewer than their regularly scheduled hours per paid period and who do not have sufficient PTO to cover 100% of their regularly scheduled hours per pay period may be subject to discipline up to and including termination.

#### **Extended Sick Leave (ESL)**

In order to minimize economic hardships that may result from an unexpected extended personal illness or injury, and to provide you with a certain amount of paid leave during family medical leaves, the District provides full-time employees with Extended Sick Leave (ESL) benefits. Extended Sick Leave is a non-portable benefit provided by the District. ESL will be used in conjunction with other types of financial assistance to bring you to 100% of your normal rate of pay (see Policy #3461 for full details).

#### **State Disability Insurance (SDI)**

SDI is comprised of Disability Insurance and Paid Family Leave. Most workers covered by California Unemployment Insurance are also covered by SDI. The program is funded entirely by workers through a payroll tax withheld from your earnings. When you are eligible for SDI benefits, the District will coordinate the use of leave with the SDI benefits. Note that the total income from SDI and leave cannot exceed 100% of your regular pay.



### ***Disability Insurance (DI)***

Disability insurance is part of SDI and provides short-term, partial wage replacement benefits to workers who are unable to work due to a non-work-related illness of injury, pregnancy, or childbirth. Your DI claim must be submitted within 49 days from the first day your disability begins. If you miss this deadline, you may lose benefits for the number of days that the claim is late unless you demonstrate good cause for the delay. For faster processing file your claim using SDI Online.

The first seven (7) days is a non-payable waiting period (PTO is used during the waiting period). Benefits begin with the eighth day of disability. DI is payable for a maximum of 52 weeks.

Exception: if a claim is filed for the same or related cause or condition within 60 days of the initial claim, there is no waiting period.

To file a claim or learn more, visit [www.edd.ca.gov/disability](http://www.edd.ca.gov/disability).

### ***Paid Family Leave (PFL)***

PFL provides partial wage replacement benefits to individuals who need to take time off work to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner.

Benefits are also available to parents who need time to bond with a new child entering your family either by birth, adoption, or foster care placement. Unlike DI, there is no waiting period.

If eligible, you can receive about 60 to 70 percent (depending on income) of wages earned 5 to 18 months before your claim start date for up to eight weeks within any 12-month period. The length of time worked at your current job does not affect eligibility.

California Paid Family Leave does not provide job protection or a right to return to work. However, if you qualify, job protection may be provided under other laws such as the Federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the New Parent Leave Act.

To file a claim: [www.edd.ca.gov/Disability/Paid\\_Family\\_Leave.htm](http://www.edd.ca.gov/Disability/Paid_Family_Leave.htm)

**Note:** Beginning January 1, 2021, PFL will expand by adding a new claim type called Military Assist. PFL Military Assist benefits are available to eligible Californians who need time off work to participate in a qualifying event because of the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

### ***Workers' Compensation***

If you cannot work while you are recovering from a job-related injury or illness, you may receive temporary disability payments for a limited period. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

### **Types of Leaves**

The following leaves fall under Family Medical Leave Act (FMLA) and may run concurrent with California Family Rights Act (CFRA)—a state mandated leave that have the same requirements and qualifications as FMLA.

## Section 10: Leaves of Absence

You should direct questions regarding your eligibility for any of the types of leave addressed in this section to Human Resources.

### Scheduled Paid Time Off

In recognition of the restorative value of time away from work, employees are encouraged to take scheduled time off from work. PTO hours begin accruing on the first day of employment as an employee, but the accrued hours are not available for use until the completion of ninety (90) days of continuous employment.

PTO may be scheduled throughout the entire year. Your written request for specific PTO must be submitted on a *Time Off Request Form* and submitted to your supervisor two (2) to six (6) weeks in advance. PTO scheduling is based on the needs of the District and must be approved by your supervisor. Your PTO request may not be granted, or your PTO request may be rescinded, if you do not have enough accrued PTO to cover your regular hours worked.

### Family Medical Leave Act (FMLA) Qualified Leave

**Overview.** The District will grant family and medical leave in accordance with state and federal law in effect at the time the leave is granted. You may use any available PTO to offset this leave without pay.

**Eligibility.** To be eligible for FMLA benefits, you must meet all criteria listed below:

1. Worked for the District for at least 12 months.
2. Worked at least 1,250 hours over the previous 12 months.

If eligible, you may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. To calculate the 12-month period during which 12 workweeks of leave may be taken, the District uses a rolling year from the first time FMLA is taken. Leave may be used for one or more of the following reasons:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member with a serious health condition. This includes: Parent, including foster parent, step parent, or anyone else who stood in local parentis to the employee when the employee was a child; spouse, child, foster child, step-child, employee who stands in loco parentis to that child.
- You are unable to work because of your own serious health condition
- For any qualifying exigency because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation

### *Adoption or Foster Care*

FMLA & CFRA taken for placement of a child for adoption or foster care must be taken within 12 months of the birth or placement of the child and must be taken in segments of at least 2 weeks duration, except on 2 occasions the employee may take such leave for less than 2 weeks duration.

### *Rehabilitation*

You may be granted family and medical leave for drug- or alcohol-related treatment. We will reasonably accommodate you if you wish to participate in an alcohol or drug rehabilitation program. There is a guarantee of a job upon your return from the leave.

### *Service Member Family Leave*

A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.

An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member.

Spouses who do not qualify for the Service Member Family Leave may take a combined 12 workweeks of leave. Certain restrictions on these benefits may apply.

You may also take up to 26 weeks in a rolling calendar year to care for spouse, child, parent or next of a covered military service member recovering from a serious injury or illness. If a married couple are both working for the district, the couple is entitled to a combined amount of 26 weeks.

### *Job Protection during FMLA*

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in any 12-month period, such leave or extension will generally not contain a guarantee of reinstatement to the same or an equivalent position. We will grant leaves and extensions in accordance with state and federal law in effect at the time the leave is granted. You are advised at the time the leave or extension is granted what conditions apply to that leave or extension.

### **Pregnancy Disability Leave**

**Eligibility.** You are eligible day one of employment to take up to 4 months or 17 weeks and 3 days in a rolling calendar year for pregnancy, childbirth, or related condition.

- In accordance with state and federal law, the District provides time off for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth, which is covered by Pregnancy Disability Leave.
- As an alternative and if appropriate, we may transfer you to a less strenuous or hazardous position if you so request, with the advice of your physician, if the transfer can be reasonably accommodated. We also comply with the law regarding reasonable accommodation for disability due to pregnancy, if you so request, with the advice of your physician.
- PDL runs concurrently with FMLA leave, but not with CFRA Leave.

### **Birth or Placement (Bonding) Leave of Absence**

**Eligibility.** Mothers may take up to 12 weeks of job protected leave with continuation of health insurance for baby bonding under CFRA. Most of the time taken after Pregnancy Disability Leave (PDL). Parent may take up to 12 weeks (if applicable) of job protected leave with continuation of health insurance for baby bonding under FMLA/CFRA.

### **Workers’ Compensation Leave of Absence**

**Eligibility.** Leave taken as a workers’ compensation absence that also qualifies as FMLA leave due to employee’s own serious health condition may be designated by the District as FMLA leave and counted against the employee’s FMLA leave entitlement.

## Section 10: Leaves of Absence

### Medical Leave of Absence: non-FMLA qualifying

**Eligibility.** If you have not met the FMLA requirement of working 1 year and 1,250 hours at the District, that employee may be granted a medical leave of absence due to personal illness, injury, or other disabling condition.

- To avoid possible contagion to patients, other employees, or the public, any employee who has been exposed to a contagious illness or infection may be placed on medical leave. If exposure was not work-related, you may use your accumulated PTO while on administrative leave.
- We reserve the right to approve or deny any request for such leave. Our operational needs, your reason for leave, your job performance, requested length of leave and length of employment is considered in determining whether your request is granted.

### California Family Rights Act (CFRA) Leave of Absence

State mandated leave that has the same requirements and qualifications as FMLA. Some differences are:

- CFRA covers registered domestic partners, where FMLA does not recognize them.
- CFRA does not cover leave due to pregnancy/childbirth or military service members' needs, where the FMLA does.

**Eligibility.** To be eligible for California Family leave benefits, you must meet all criteria listed below:

1. Worked for the District for at least 12 months.
2. Worked at least 1,250 hours over the previous 12 months.

If eligible, you may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. For calculating the 12-month period during which 12 workweeks of leave may be taken, the District uses the calendar year. Successive 12-month periods commence on the calendar year. CFRA and FMLA runs concurrently in most cases and may be taken for one or more of the following reasons:

### Organ and Bone Marrow Leave of Absence

**Eligibility.** To qualify you must provide Human Resources with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

The District provides five days of District paid time off for employees who choose to donate an organ or bone marrow:

1. Organ donors must be provided a total leave of up to 30 calendar days in any 12-month rolling period.
2. Bone Marrow donors must be provided a leave of absence up to 5 calendar days in any twelve-month rolling period, calculated from the date the employee's leave begins.

Leave for organ or donation will not be considered a break in your service for the purpose of salary adjustments, PTO accrual rate, or seniority.

### Intermittent Family or Medical Leave of Absence

**Eligibility.** Under some circumstances, family and medical leave may be taken intermittently – which means taking leave in blocks of time or by reducing your normal weekly or daily work schedule. Employee must make a reasonable effort to schedule his or her leave as not to unduly

interrupt the District's operations. If you chooses to take intermittent or reduced leave, the District may require the employee to transfer temporarily to another position in the District for which the employee is qualified, and which would provide equivalent pay and benefits and a better accommodation for the employee's recurring periods of leave.

Under certain conditions, you may choose, or the District may require you, to "substitute" (run concurrently) accrued paid leave, such as PTO, to cover some or all the FMLA leave period. Your ability to substitute accrued paid leave is determined by the terms and conditions of our normal leave policy.

### **Domestic Violence, Sexual Assault, or Stalking Policy Leave of Absence**

**Eligibility.** The District provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking to attend legal proceedings or obtain other needed relief.

**Procedure.** Unpaid leave under this policy is available for any employee who is the victim of domestic violence, sexual assault, or stalking to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. You may also request unpaid leave for the following purposes:

1. Obtain services from a domestic violence shelter or rape crisis center.
2. Seek medical attention for injuries caused by domestic violence or sexual assault.
3. Obtain psychological counseling for the domestic violence or sexual assault.
4. Act, such as relocation, to protect against future domestic violence or sexual assault.

To request leave under this policy, you should provide your supervisor and Human Resources with as much advance notice as practicable under the circumstances. If advance notice is not possible provide your supervisor/human resources one of the following certifications upon returning to work:

1. A police report showing that the employee was a victim of domestic violence or sexual assault.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.

Employees requesting leave under this policy may choose to use accrued PTO.

In addition, the District will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for your safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, changed work station or installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position.

To request an accommodation under this policy, you should contact your supervisor or Human Resources. The District will engage the employee in a timely, good faith and interactive process to determine effective reasonable accommodations.

## Section 10: Leaves of Absence

### Victim of Crime Leave of Absence

**Eligibility.** The District provides unpaid leave to each employee who is a victim of certain, specified felony crimes, or who is an immediate family member of a victim, a registered domestic partner of a victim or the child of a registered domestic partner of a victim of certain, specified felony crimes to attend and participate in judicial proceedings related to the crime.

You must notify the District as soon as practicable of the need for leave under this policy. Appropriate documentation is provided before the leave, or if not possible, as soon as is reasonable to do so.

Covered felonies include:

- 1) A violent felony, as defined in subdivision (c) of §667.5 of the Penal Code.
- 2) A serious felony, as defined in subdivision (c) of §1192.7 of the Penal Code.
- 3) A felony provision of law proscribing theft or embezzlement.

You may use accrued, unused PTO for leave taken under this policy. The notice and eligibility requirements for utilizing PTO will generally apply to your request for use of PTO under this policy.

**Procedure.** Employees requesting leave under the Victims of Crime LOA policy should comply with the following requirements:

1. Upon receiving a notice of a scheduled proceeding or a subpoena or other court order requiring appearance in a judicial proceeding as a witness, the employee should notify their supervisor or Human Resources.
2. In support of the employee's request for leave under this policy, the employee should submit appropriate documentation, including a copy of the notice of scheduled proceeding, subpoena or other court order, along with a completed Paid Time Off Request form, as soon as practicable.
3. If the court proceeding is completed before the end of the employee's regularly scheduled shift, the employee is expected to call their supervisor as soon as possible and report to work if requested.

### Time Off for Religious Observances

**Procedure.** If you need time off to observe religious practices or holidays not already scheduled off by the District, you should speak with your supervisor. You may also be able to switch a scheduled day with another employee, take PTO time, or take off unpaid days. The District will seek to reasonably accommodate individuals' religious observances.

### Voting Time Leave of Absence

**Eligibility.** If you cannot make it to your polling place outside of working hours, you have the right to take time off to vote, without a loss of pay. California Elections Code section 14000 allows you up to two hours off, without a loss of pay, to vote if you do not have enough time to do so in your non-work hours.

**Procedure.** The law requires you to notify the District two working days before the election if you need to take time off to vote. Unless otherwise mutually agreed, the time must be taken at the end or beginning of the workday, whichever allows the least amount of time off.



## School Activities Leave of Absence

**Eligibility.** If you are the parent, guardian, step-parent, foster parent, grandparent, and persons who stand “in loco parentis” of children in kindergarten through grade 12, you may take up to eight hours in any month or a total of 40 hours per school year for the purpose of participating in the child's school or licensed day care activities. (Certain limitations apply if both parents are employees of the District). The time off is unpaid, but you may use accrued PTO.

Please provide your supervisor with as much advance notice as possible. We may require you to provide documentation of your need to attend a meeting at the school.

## School Suspension Leave of Absence

**Eligibility.** If you are the parent, guardian, step-parent, foster parent, grandparent, and persons who stand “in loco parentis” of children in kindergarten through grade 12, of a child facing suspension from school and are summoned to the school to discuss the matter, you should notify your supervisor as soon as possible before leaving work. No discriminatory action is taken against you for taking time off for this purpose. The time off is unpaid, but you may use accrued PTO.

## Military Leaves of Absence

### Military Leave of Absence

**Eligibility.** You are eligible from day one of employment for a Military Leave of Absence.

- The employee must provide the District with a copy of the military orders.
- Employees entering active military service directly from the District are granted a leave of absence without pay for the term of service, up to 5 years. If the military service is extended beyond the 5 years by re-enlistment, the leave shall terminate.
- Employees who are members of Reserve or National Guard units and are required to perform weekend drills are granted a leave of absence without pay for up to 17 calendar days annually.
- Employees who are members of the State Reserve are granted up to 15 days leave annually.
- Employees who are members of Reserve or National Guard units which are called to emergency active duty will receive a leave of absence without pay for the duration of the active duty period.
- 12 weeks of FMLA for employee when his or her spouse, son, daughter, domestic partner, or parent is on active duty in the Armed Forces, National Guard or Reserves in support of a contingency operation.
- A leave taken due to a “qualifying exigency” related to military service must be supported by a certification of its necessity. A leave taken due to the need to care for a service member shall be supported by a certification by the service member’s health care provider.
- Employees are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

### Family Military Leave of Absence

Can run concurrently with FMLA.

## Section 10: Leaves of Absence

**Eligibility.** Leave without pay is provided to you when you enter military service of the armed forces of the United States or are in the armed forces reserves. The employee must provide the District with a copy of the military orders.

You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 as well as any applicable state law.

### California Military Leave of Absence

In addition to the military leave provided to you under applicable federal law, the District provides up to 17 days of job-protected unpaid leave per calendar year to employees who are members of the reserve corps of the armed forces of the United States, the National Guard or the naval militia when called to military duty for purposes of military training, drills, encampment, naval cruises, special exercises or the like, including travel time. Additionally, employees in the California State Military Reserve are entitled to a temporary military leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training not to exceed 15 calendar days annually, including travel time.

**Eligibility.** Eligible employees are members of the reserve corps of the armed forces of the United States, the National Guard or the naval militia, or members of the California State Military Reserve.

**Procedures.** Employees requesting leave under this policy should comply with the following requirements:

1. You should request leave under this policy with as much advanced notice as practicable.
2. In support of your request for leave under this policy, you should provide your supervisors and Human Resources with a copy of your orders or other appropriate written certification that the you have been called to federal military duty for purposes of military training, drills, encampment, naval cruises, special exercises or the like.

Additionally, you may choose to use accrued paid leave (such as vacation or paid time off), concurrently with some or all the leave under this policy. To receive paid leave, eligible employees must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

### Military Spousal Leave of Absence

You may take up to 10 days of unpaid leave when your spouse is on leave from deployment during a period of military conflict. To qualify for this leave:

- Your spouse must be a member of the Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been ordered to active duty and deployed during a period of military conflict.
- You must be employed for an average of 20 or more hours per week.
- You must provide us with notice of your intent to take this leave within two business days of receiving official notice that your spouse is on leave from deployment.
- You must submit written documentation certifying your spouse is on leave from deployment during the requested leave time.



### **Civil Air Patrol Leave of Absence**

Volunteer members of the California Wing of the Civil Air Patrol may take up to 10 days of unpaid leave per year when you are called to respond to an emergency operational mission. To qualify for this leave you must be a regular District employee for at least 90 days immediately preceding the commencement of the leave. You are required to give us as much notice as possible of the intended leave dates.

### **Emergency Service Duty Leave of Absence**

**Notification.** You must provide proof of status on any Emergency Response Team (including volunteer firefighter, peace officer, an employee or member of a disaster response entity) at least one month prior to request for leave. You must provide disclosure of your obligation for emergency duty volunteer activities prior to requiring time off.

**Approval for Time Off.** Based on the needs of the District and at the sole discretion of management, if you are a volunteer firefighter, peace officer, an employee or member of a disaster response entity sponsored or requested by the state, you may be granted time off for emergency duty. Request time off as soon as possible by notifying your supervisor and the Administrative Director / CEO. You may also request unpaid leave for required training. Leave for training is granted at the sole discretion of your supervisor according to operational needs.

### **Personal Leave of Absence (Leave Without Pay)**

**Eligibility.** The District will consider reasonable requests in writing for leave of absence for personal reasons, not to exceed 30 days if you have been a full-time employee for 2 continuous years of employment. You must give a minimum of 30 days' notice except in the case of an emergency.

Leave without pay may be granted to a regular, full-time employee by the Administrative Director / CEO at his/her discretion for a period not to exceed 12 weeks. Credit toward PTO and ESL will not be earned during leave without pay. Such leave does not constitute a break in service but changes the anniversary date if the employee is absent for more than 30 days (except in cases covered under workers' compensation). For leave without pay that is more than 30 days, the employee must pay the full amount of your health insurance premium, by the first of each month, to maintain coverage.

### **Terms and Conditions of Personal LOAs**

Personal Leaves of Absence are unpaid.

It is understood that you will not obtain other employment or apply for unemployment insurance while on a leave. Acceptance of other employment while on leave or failure to return on the day agreed without prior approval is treated as a voluntary resignation.

Should a leave or an extension be requested and granted providing for leave longer than 12 workweeks in any 12-month period, such leave or extension will generally not contain a guarantee of reinstatement to the same or an equivalent position. You are advised at the time the leave or extension is granted what conditions apply to that leave or extension.

Depending upon the type of leave, additional terms and conditions apply. You are notified separately of any additional terms and conditions applicable to your leave if your leave is approved.

## Section 10: Leaves of Absence

If you misrepresent facts to be granted a leave, you are subject to disciplinary action, up to and including termination. If you do not return from a personal LOA, you may be required to reimburse the District for any cost of providing health benefits during the leave.

During your leave, you may be required to contact Human Resources periodically to report on your status and intent to return to work. If you believe you need to extend your leave, you must contact Human Resources Department before your leave expires. Depending upon the type of leave, you may need to submit a documentation from an appropriate source supporting your need for additional leave.

PTO and ESL accruals are based upon date of full-time regular employment. You will stop accruing PTO and ESL day one of your leave. PTO and ESL accruals will resume upon your return to work.

Your leave of absence will have no effect on the date of your annual performance review.

### Absence without leave

Any employee who has not had prior authorization to use PTO or has not notified his/her supervisor of an illness is placed on absent-without-leave status. Upon returning to work, this absence must be explained to the employee's supervisor. Disciplinary action may be taken. Any employee placed on such absent-without-leave status for three consecutive workdays shall be deemed to have automatically resigned from employment and terminated.

An absence-without-leave charge may be changed later to an appropriate type of leave in certain instances where the employee can present acceptable documentation to explain the absence and acceptable documentation explaining your inability communicate your need for leave to the District.

### Other Leave Information

#### Process to Apply for a Leave of Absence

To apply for family/medical leave, the employee is required to give 30 days' notice and complete the Family/Medical Leave of Absence Request Form and submit to Human Resources (HR) Department of his or her intent to take FMLA, CFRA, or PDL unless such leave is unforeseeable. Failure to give timely notice may affect the employee's ability to take leave as requested. The District reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for leave of absence. The employee should also submit the Medical Certification Form.

#### Notice and Certification Requirements

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor or Human Resources during your leave and to give prompt notice if there is any change in your return date. In addition, you may be required to provide a certification from a health care provider both prior to the leave and before reinstatement. For foreseeable leaves, you must provide the required medical certificate within 15 calendar days after the District's request for certification and include:

- The date on which you become disabled or the date of the medical advisability for a leave.
- The probable duration of the period(s) of the disability or the period(s) for the advisability of a leave.

## Del Puerto Health Care District Personnel Rules

- A statement that, due to disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy, or to other persons or a statement that a transfer is medically advisable.

Failure to provide the certification may result in the denial of the leave or denial of continuation of the leave. If the employee does not return the certification or it is insufficient, the District may deny the request and hold the employee accountable for the absence(s).

### Contributions Related to a Group Health Plan While on a Leave of Absence

**Statutory Leave.** We will maintain your group health insurance coverage while on a PDL, FMLA, CFRA, or Organ Donation leave if such insurance was provided before the leave was taken and on the same terms as if you had continued to work. In some instances, we may recover premiums we paid to maintain your health coverage if you fail to return to work following the leave.

**Personal Leave.** We will not compensate, nor make any contributions to the Group Health Plan for you while on a personal (non FMLA) or other unpaid leave. You have the option to continue your present health insurance coverage under COBRA/Cal-COBRA guidelines. You are responsible for 100% of the premium. It is your responsibility to make payments by the 20<sup>th</sup> of the month for coverage to continue or you may be terminated from the plan.

### Accrual of Benefits While on an Unpaid Leave of Absence

You will not accrue any benefits (such as PTO) during an approved unpaid leave.

### Seniority during a Leave of Absence

You will not accrue seniority for advancement during your leave, but you will not forfeit previously accrued scheduling seniority provided you return to work at the time designated in the approved leave request.

### Job Reinstatement

Any employee who returns on a timely basis from a job protected leave is entitled to be reinstated to the same or an equivalent position (in terms of pay, benefits, and other terms and conditions of employment) except in the case of any of the following:

1. Bona fide job elimination.
2. Termination for reasons not related to the employee's medical condition or use of leave.
3. The employee's inability to return to work upon the expiration of all available leave.

### Fitness for Duty

After a medical leave and upon submission of a medical certification that you can return to work, the District may request the employee undergo a Fitness for Duty certification. The medical exam, at the District's expense, determines the employee's physical capability of performing normal duties. If such a certification is required, you will not be permitted to resume work until it is provided.

There may be additional departmental requirements before returning to duty.

### Other Terms and Conditions of Job Protected LOAs

The District will grant leaves and extensions of leave in accordance with state and federal law in effect at the time the leave is granted.

## Section 10: Leaves of Absence

Any leave taken under the District policies that qualifies as leave under applicable law is counted against your available leave under both the applicable District policies and law, to the extent permitted by applicable law.

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## Section 11: Workplace Safety

## Section 11: Workplace Safety

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Commitment to Safety

Safety, the protection of you, all employees, and patients and their families, is the most important aspect of our business.

You have the opportunity and responsibility to contribute to a safe work environment by adhering to policies and procedures, by using commonsense rules and safe practices, and by notifying management when any health or safety issue is present. You are encouraged to ensure maximum safety for all by making suggestions for improvement and taking immediate and appropriate action when necessary.

In the event of an emergency follow your departmental Emergency Operations Plan.

### Ergonomics Summary of Policy #3565

The District is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The District will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. We encourage safe and proper work environments and requires you to follow safety instructions and guidelines.

DPHCD believes that reduction of ergonomics risk is instrumental in maintaining an environment of personal safety and well-being and is essential to our District. The District intends to provide appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact Human Resources.

### Injury and Illness Prevention Program (IIPP) Summary of Policy #3501

To assist in providing a safe and healthy work environment for employees, customers, and visitors, we have an Injury and Illness Prevention Program (IIPP). This program is a top priority, and each department has the responsibility of implementing, administering, monitoring, and evaluating its safety program. Its success depends on the alertness and personal commitment of all.

The District provides information to you about workplace safety, health, and security issues through regular internal communication channels such as employee meetings, bulletin board postings, memos, or other written communications.

You are expected to obey safety rules and to exercise caution in all work activities. Please **immediately** report any unsafe conditions to your supervisor.

## On-the-Job Illness or Injury

If you sustain an injury while on duty or in the course of employment, **immediately** report the injury to your supervisor. Every injury or illness which happens during employment **must** be reported to your supervisor no matter how insignificant it may appear. Failure to report an injury may result in disciplinary action up to and including termination. Reporting procedures are critical to qualify for payment of workers' compensation benefits.

If you are injured while on duty, the District will grant a Workers' Compensation Disability Leave in accordance with state law. As an alternative, we will try to reasonably accommodate you with modified work where such work would be appropriate and is available.

In some, other types of leave may run concurrently with Workers' Compensation. If you want to learn more, refer to <http://www.dir.ca.gov>.

## **Information Required for Reporting an On-the-Job Injury or Illness**

The following information is required when reporting an injury to your supervisor:

- Time of accident
- Location where accident occurred
- Circumstance of accident
- Description of injury
- Witness(es) to accident

## **While on a Workers' Compensation Leave**

If you require a medical leave due to your illness or injury, the same procedures are followed for on-the-job injury or illness. We will work closely with the Workers' Compensation insurance carrier and your designated Workers' Compensation physician to ensure that you are receiving the best care possible. It is important that you keep in touch on a weekly basis with your supervisor and Human Resources as to when you can return to work.

## **Treatment by Your Personal Physician**

You may elect to be treated by your own **pre-designated** personal physician in the event of an injury while on duty. You must notify Human Resources in writing **prior** to the date of an injury that this is your wish. "Personal physician" is defined as your regular primary care physician or surgeon who has directed medical treatment on previous occasions and who retains your medical records and agrees to be pre-designated.

## **Exception to Workers' Compensation Coverage**

Neither the Workers' Compensation insurer nor the District is responsible for payment of Workers' Compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the your work-related duties. Workers' Compensation fraud is cause for termination.

## First Aid

A first aid kit is available for use in the event of minor injuries. It is in the designated area for your department. Check with your supervisor. Should an injury occur, use common sense, and do not hesitate to use 911 in the case of an emergency. You are expected to be familiar with the

## Section 11: Workplace Safety

safety and first aid procedures. Any first aid requiring medical intervention must be reported to your supervisor and Human Resources.

### Fire and other Emergencies

To ensure the safety to patients, staff, and visitors, you should be familiar and prepared to follow your departmental Emergency Operations Plan which has instructions and protocols for multiple types of emergencies. Departmental Emergency Operations Plan should be reviewed by you on an annual basis.

### Smoke-Free Workplace Summary of District Policy #3506

In keeping with the District's intent to provide a safe and healthy work environment, smoking is prohibited throughout the workplace. This policy applies equally to all. Smoking is not allowed in District buildings or work areas at any time. "Smoking" includes the use of any tobacco products, electronic smoking devices, and e-cigarettes containing nicotine cartridges.

Smoking is only permitted during break times in designated outdoor areas, which are greater than 25 feet in distance from any facility entrance. Employees using these areas are expected to dispose of any smoking debris safely and properly.

### Drug Free Workplace Summary of District Policy #3001

Alcohol and drug use adversely affect not only your work performance, but the efficiency, safety, health, and wellbeing of others. Our workforce and workplace must be free of illegal and/or recreational drug use. This term includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes. This requirement is based upon the fact that any measurable amount of an illegal drug may render the employee physically or mentally impaired. While we recognize your right to your own lifestyle, we will not accept the risk that on-the-job or off-the-job drug use by you may cause or contribute to accidents or other job performance problems.

The use, or being under the influence, of any legally obtained drugs by you while performing District business or while in our facilities is prohibited when the use or influence may affect the safety of co-workers, members of the public, your job performance or the safe or efficient operation of our facility. If you believe or have been informed that the use of a legal drug may present a safety risk, you are to report such drug use to your supervisor and Human Resources.

To provide you with some guidance concerning unacceptable behavior, the following are prohibited:

- Possession, use, or working under the influence of alcohol and/or a controlled or illegal substance.
- Distribution, sale, dispensing, manufacture, or purchase of illegal controlled substances.
- Driving a District vehicle at any time or your personal vehicle on District business while under the influence of alcohol or a controlled or illegal substance.
- The use of, or working under the influence of, any controlled substance, including prescription drugs, if such use or influence may affect the safety of co-workers,



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members of the public, your job performance or the safe or efficient operation of our facility.

If you have chemical dependencies (alcohol or drugs) we encourage you to seek treatment and/or rehabilitation. To this end if you desire such assistance you should request a treatment or rehabilitation leave. Contact the EAP (Employee Assistance Program) for details.

If you violate the above rules and standards of conduct, we may bring the matter to the attention of appropriate law enforcement authorities.

This rule is in addition to and separate from laws governing DOT-regulated drivers.

### **Employee Assistance Program**

We will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other District policies. Such employees can use accrued paid time off, placed on leaves of absence, referred to treatment providers, and otherwise accommodated as required by law. You may be required to document that you are successfully following prescribed treatment and to take and pass follow-up tests if you hold a position that is safety-sensitive, requires driving, or if you have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, you will have forfeited the opportunity to be automatically granted a leave of absence for treatment, and will face possible discipline, up to and including discharge. If you want more information, contact Human Resources.

### **Reasonable Suspicion Testing**

You are tested for the presence of drugs and/or alcohol if reasonable suspicion exists to indicate that your ability to perform your work or to work safely may be impaired. Also, if there is reasonable suspicion of your possession, distribution, dispensing, manufacture of illegal drugs, or usage of alcohol or illegal drugs at the workplace, reasonable suspicion testing is required.

If you fail the drug test and/or have alcohol present at the levels set forth by us, or if you refuse or otherwise fail to comply with the testing process, you are subject to immediate suspension followed by an investigation and possible termination of employment.

Any drug test specimen that is diluted or with no temperature readings is considered a failed drug test.

### **Employee use of Marijuana**

Although marijuana is legal for medicinal and recreational use by adults, the District strictly prohibits possession and use in the workplace. Any employee who violates provisions of the Drug Free Workplace policy in relation to marijuana will subject to discipline up to and including termination.

Further, the District will not hire any applicant who tests positive for marijuana, even if the drug is legally prescribed for a disability.

### **Rehire Following Termination for Substance Abuse**

If your employment is terminated for violation of the policy, you may be considered for rehire after one year following termination and upon providing competent written medical opinion.

## Section 11: Workplace Safety

### Workplace Monitoring

The District provides desks, file cabinets, computers, and other furniture items for your convenience. These items remain the sole property of the District.

The District reserves the right to access and inspect its property, including but not limited to work stations, desks, file cabinets, digital and paper media, and employee voice mail systems and electronic mail systems to locate information, to determine compliance with policies, to investigate misconduct, or for any other District purpose.

You should have no expectation of privacy regarding your conduct, communications, or belongings while on the District property and while engaging in District-related work. Searches of personal belongings in District lockers or private spaces (Crew Quarter bedrooms) only occur in the presence of the employee.

All packages, handbags, or containers brought into or taken out of the facility are subject to inspection. Such an inspection can occur at any time, with or without advance notice to or consent from you. The District may conduct workplace monitoring for reasons including, but not limited to, enforcing policies and procedures; ensuring workplace safety and security; locating information; investigating misconduct; complying with applicable legal requirements; or for any other legitimate purpose.

You should have no expectation that items, or information stored on the District's property, including but not limited to the Districts computer systems, email systems or voice mail systems, are private.

Certain the District's communications and technological systems and devices can be accessed only by entering passwords or personal codes. Passwords/codes are intended to prevent unauthorized access to information. Passwords and/or codes do not confer any right of privacy. Further, sharing passwords is strictly forbidden, and employees who do so are subject to disciplinary action.

### Theft

The District cannot be responsible for loss or theft of personal items. You are urged not to bring valuables to work and to be alert for entry of unauthorized persons onto District premises. If you see anyone acting suspiciously, inform a supervisor.

Theft or inappropriate removal of items from District premises, or the unauthorized possession of property that belongs to the District, a patient, visitor, or another employee, will not be tolerated. Employees who are caught stealing are subject to discipline, up to and including termination.

### Surveillance - Summary of District Policy #3570

The District is committed to nurturing a safe, caring, and positive environment thereby ensuring the health, safety and well-being of employees and other persons on District property, protecting District property, and enforcing District policies are critical concerns.

Consequently, the District uses video surveillance to promote a safe environment. This surveillance is used to deter acts of harassment or assault, deter theft and vandalism, assist in the identification of individuals who commit damage to property, assist law enforcement agencies in the investigation of crime, and assist with the enforcement of District policies.

## Del Puerto Health Care District Personnel Rules

Video surveillance may be used in selected areas on District property. Signs are posted in appropriate areas, either at the entrance to the area under surveillance or near the camera, informing the public of the use of video surveillance. Recorded information may be used to assist in investigations (internal District or law enforcement investigations).

At no time will persons other than those with designated authority have access to the monitors used for the surveillance, or to the recordings made during surveillance. Personal information contained on the tapes shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Video surveillance will not apply to areas where private activities are routinely carried out, such as patient exam rooms, ambulance crew quarters, bathrooms, locker rooms, or changing rooms.

### Emergency Closings

The District makes every attempt to be open for patient care. In situations in which some employees are concerned about safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed to permit you to leave early nonexempt employees who are working on-site as of the time of the closing are paid for a full day. If you leave earlier than the official closing time, you are paid only for actual hours worked, or you can take PTO time. Exempt employees are paid for a normal full day but are expected to complete their work at another time.

## Section 12: Harassment &amp; Violence Free Workplace

## Section 12: Harassment & Violence Free Workplace

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Harassment-Free Workplace– Summary of District Policy #3540

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. The District is committed to providing a workplace that is free from unlawful harassment and abusive conduct. The District does not tolerate harassment against you or any other covered persons (including interns, volunteers, applicants, and independent contractors) because of actual or perceived race, color, religion, creed, national origin, ancestry, age (40 and over), sex, marital status, sexual orientation, gender, gender identity, gender expression, genetic information, medical condition, mental disability, physical disability, past, current or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state, or local law.

The District prohibits harassment by supervisors, co-workers, customers, or suppliers of its employees, independent contractors, interns, and volunteers who are perceived to have these protected characteristics or who associate with a person who has, or is believed to have, these characteristics. Harassment can occur in the workplace, after hours, or on social media. It should always be reported and will not be tolerated by the District.

All District employees, other workers, and representatives (including independent contractors, interns, volunteers, and visitors) are prohibited from harassing you and other covered persons based on that individual's sex (including that individual's pregnancy, childbirth, breastfeeding, or medical conditions relating to pregnancy, childbirth or breastfeeding), sexual orientation or gender (including that individual's gender identity or gender expression) regardless of the harasser's sex or gender.

#### **Definition of Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment, even if there are no tangible or economic job consequences.

The term "sexual harassment" includes many forms of offensive behavior. Here are some types of behaviors that may be violations of this policy:

- Making sexually suggestive comments, jokes, advances or offering employment benefits in exchange for sexual favors

## Del Puerto Health Care District Personnel Rules

- Any conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests.
- Teasing, bullying, making fun of or making derogatory remarks about someone's age, race, sexual orientation, disability, or gender.
- Posting, passing around or displaying sexually suggestive or obscene printed materials or objects
- Gender-based harassment including harassment by someone of the same sex as the victim

### Other Harassment

The District anti-harassment policy applies equally to other unlawful harassment based on actual or perceived race, color, religion, creed, religious belief, observance or practice, national origin, ancestry, age (40 and over), marital status, genetic information, medical condition, mental disability, physical disability, past, current or prospective service in the military, or any other characteristic protected under applicable federal, state or local law.

### Types of Harassment

The District will not tolerate any form of harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments, or jokes, suggestive or obscene letters, unwelcome sexual advances, or requests for sexual favors).
- Physical (for example, assault, inappropriate physical contact or impeding or blocking movements).
- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Retaliatory (for example, threatening retaliation or taking retaliatory action).

This list is illustrative only, and not exhaustive. No form of harassment sexual or otherwise is tolerated.

Harassment is prohibited at the workplace, at District-sponsored events, and on social media.

### Violations of this Policy

This policy is a zero-tolerance policy, meaning that any employee, regardless of position or title, whom Human Resources Department determines has subjected an individual to harassment, abusive conduct or retaliation in violation of this policy, is subject to discipline, up to and including termination of employment.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

### Supervisor Responsibilities

Supervisors and managers have an obligation to report all sexual or other harassment, discrimination, or retaliation of which they become aware. Supervisors and managers who observe such conduct or who receive any complaints of misconduct must report the conduct or complaint to Human Resources so that a prompt and thorough investigation can be made, and appropriate corrective action taken, if necessary.

## Section 12: Harassment & Violence Free Workplace

### *Procedure for Reporting Harassment*

You are responsible for creating and maintaining a positive work environment. If you believe you have been a victim of harassment or if you have witnessed harassment, you must promptly speak to, write, or otherwise contact your supervisor. If the conduct involves your direct supervisor, contact the Administrative Director / CEO or Human Resources Department as soon as possible after the offending conduct takes place. The District will ensure that a prompt and thorough investigation is conducted.

Your complaint should be as detailed as possible, including:

1. Date and time of the alleged incident.
2. Names of all individuals involved.
3. Names of any witnesses.
4. Description of the incident, including verbal statements (threats, requests, demands, etc.).
5. What, if any, physical contact was involved?

The District will ensure that a fair, timely, and thorough investigation is conducted by qualified personnel in an impartial manner that provides all parties with appropriate due process and reaches reasonable conclusions based on the evidence collected. The District will maintain appropriate documentation and tracking to ensure reasonable progress is made. At the close of the investigation, the District will consider appropriate options for remedial actions and resolutions. If misconduct is found, the District shall take prompt, corrective action, as appropriate. The District will maintain confidentiality to the extent possible. While you are not entitled to know the specifics of the investigation or the extent to which disciplinary action has been taken, you are informed of the results of the investigation.

The District is committed to enforcing its Harassment-Violence Free Policy. The effectiveness of our efforts depends in part on you telling us about inappropriate workplace conduct. If you feel that you or someone else may have been subjected to conduct that violates this policy, you should report it immediately. If you do not report harassing conduct, the District may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Consistent with this policy against workplace harassment, the District maintains posters on its bulletin boards that refer to legal definitions of harassment. These posters identify governmental agencies to contact for information on how and when to file administrative claims.

### *No Retaliation*

No one is subject to, and the District prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

Likewise, you cannot be retaliated against for filing a complaint, or otherwise participating in an investigation, proceeding, or hearing or for assisting another employee or applicant in making a report, or for filling an administrative claim. If you experience or witness any conduct you believe to be retaliatory, you should immediately follow the reporting procedures stated above.

Retaliation is grounds for disciplinary actions up to and including termination.

## Workplace Violence Prevention – Summary of Policy #3560

The District is firmly committed to providing a workplace free from acts or threats of violence. Thus, we enforce a strict “zero tolerance” policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on the District business, or while operating any vehicle or equipment owned or leased by the District.



## Del Puerto Health Care District Personnel Rules

The District does not tolerate threats or acts of violence in the workplace and we are working to ensure that workplace security is an integral part of our culture. We will not tolerate any form of violence, threatening, intimidating, or coercive behavior aimed directly or indirectly at any employee or person doing business with us.

We expect you to treat each other with consideration and respect. You should feel free to report, without fear of retaliation, any condition that you believe poses a safety, health, or security risk in the workplace. We will investigate such reports promptly and thoroughly and take appropriate corrective action to support this policy. We will consider any comments or jokes regarding threats of violence as serious, and deal with them as outlined above.

### Prohibited Conduct

Workplace violence includes physical violence, intimidation, harassment, or other inappropriate or disruptive behavior that threatens or frightens an individual or entity. Such behavior can include oral or written statements, as well as gestures or expressions that communicate a threat of physical harm.

You are responsible for maintaining a safe work environment. Do not ignore violent, threatening, harassing, intimidating, or otherwise disruptive behavior. Security and safety in the workplace are every employee's responsibility. Prevention of workplace violence begins with awareness of potential early warning signs. Every threat of violence is serious. Threatening behavior includes, but is not limited to, the following:

- Threats to harm another person or to destroy property.
- Threatening, physically aggressive, violent, menacing behavior or gestures (such as intimidation of or attempts to instill fear in others).
- Expressing significant grudges against other persons.
- Other behavior that suggests a propensity toward violence, such as belligerent speech, aggressive arguing or swearing, sabotage or threats of sabotage, or a refusal to follow policies and procedures.
- Defacing or causing physical damage to the District property.
- Bringing weapons, firearms, or explosives onto the District property.

Access to the District's premises is limited to persons who have a legitimate reason to visit. Unauthorized persons may present a risk to others. Be aware of persons loitering on the premises.

### Firearms & Weapons

To provide a safe environment for you. Unless specifically authorized by the District, it is unnecessary and prohibited for any employee to carry a firearm or other weapon onto the District's property.

1. Possession of any firearm on the Districts property is prohibited
2. Possession of a personal knife (with a blade longer than three inches), sword, or bayonet on District property is prohibited
3. Misuse of any weapon, even by a person specifically authorized to possess one, is prohibited. Misuse specifically includes any careless behavior with such weapon.
4. Any employee in violation of this policy is subject to discipline, up to and including termination.

## Section 12: Harassment & Violence Free Workplace

### Response to Threats or Assaults

In the case of a serious and violent commotion near a work area, you should refrain from trying to see what is happening and immediately call 911 and seek safety. Cooperate fully with security, law enforcement, and medical personnel that respond to a call for help.

In the case of suspicious individuals, suspicious activities, or workplace security hazards, you must notify your supervisor immediately. Additionally, if you identify a needed improvement for improving workplace security, please inform the Human Resources.

The Administrative Director / CEO and President of the Board of Directors are the only authorized individuals to respond to media inquiries about workplace violence.

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## Section 13: Information and Technology

Revision History			
Rev #	Date	Revision Purpose	Approver
1	1993	Employee Handbook Update	Board of Directors
2	2009	Employee Handbook Update	Board of Directors
3	2021	Personnel Rules (formerly Employee Handbook)	Board of Directors

### Use of Electronic Communication Devices and the Internet

We provide access to electronic communication devices, equipment, and technology, including, but not limited to, telephones, email, voicemail, computers, and the internet. Limited personal use of these resources is permitted, so long as it does not disrupt the workday. Wi-Fi is provided in all buildings for employee use. You are responsible for the material that you review or download on the Internet. We may utilize surveillance equipment in the interior and exterior areas of our office buildings.

### Ownership of Systems and Data

All messages, materials, information, and software created, transmitted, downloaded, received, or stored on our computers or other electronic or telephone systems are our property. We reserve the right to monitor, retrieve and read any data composed, sent, or received, utilizing our systems. You should be aware that, even when a message is erased or a website page is closed, it is still possible to recreate the message or locate the site. Messages on these systems are considered a District communication and are not private employee communication. Furthermore, all communications, including text and images, may be disclosed to law enforcement or other third parties without the prior consent of the sender or the receiver.

We reserve the right to monitor all computer and electronic equipment, including voice mail, electronic mail, and Internet accounts. You should not consider Internet usage or voice and electronic communications to be private. Passwords should never be shared to ensure security during your absence.

### Authorized Access

You should only access messages, files, or programs, whether computerized or not, that you have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, voice mail messages, patient records, or other District property or improper use of information obtained by unauthorized means, will not be tolerated. Such information includes, but is not limited to, confidential information such as patient protected health information, trade secrets, personnel information or other material covered by our confidential information and conflict of interest policy.

### Confidential District Information

Our product designs, production processes, corporate policies, personnel records, procedures and manuals, customer lists, and District records are assets. It is important that this information is kept confidential for District use only.

## **Employee IT Responsibilities**

### **Acceptable Use**

When you access the Internet, voice mail or electronic mail systems you are representing us. You are responsible for ensuring that you use these systems in an effective, ethical, and lawful manner.

Harassment, nondiscrimination, and solicitation policies all extend to such use. Sending, saving, or viewing offensive material on the Internet is prohibited. Similarly, voicemail, and email may not contain content that is offensive or disruptive to any employee. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments or any comments, jokes or images that would offend someone on the basis of his or her age, disability, gender, race, religion, national origin, physical attributes, sexual orientation or any other characteristic or activity protected by applicable law. Any use of the internet or other electronic systems to harass or discriminate is strictly prohibited.

### **Software**

Any software or other material downloaded into District computers may be used only in ways consistent with the licenses and copyrights of the vendors, authors, or owners of the material. To prevent computer viruses from being transmitted through the system, you are not authorized to download any software into your District computer or any District hard drive - this includes any entertainment software or games.

### **Email Retention**

Email or instant message records should be treated like other District records when it comes to record retention schedules. Consult our record retention guidelines or consult your supervisor.

## **Social Media**

Surfing the web, checking personal social media sites, shopping online, or playing games for non-business-related purposes on District computers is prohibited during work time.

District communications and computer technology are designed and intended for work. Do not use any work-related social media tools (blogs, LinkedIn, Facebook, etc.) unless you have received training and approval to use these tools. Do not use social networking accounts to harass, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, customers, or anyone else.

At all times, any electronic communications and social networking activities for work-related purposes must maintain and reflect our standards for professionalism. You must comply with all policies which cover confidential information and trade secrets. If you review or make a statement about a product that we are a producer or marketer for, or you receive compensation or free merchandise for reviewing a product, the relationship must be disclosed.

### **Social Media Acceptable Use**

The District encourages you to share information with co-workers and with those outside the District for the purpose of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the

## Section 13: Information and Technology

public and, therefore, the District has established the following guidelines for employee participation in social media.

### *Off-Duty Use of Social Media.*

You may maintain personal websites or blogs on your own time using your own devices. You must ensure that social media activity does not interfere with your work. In general, the District considers social media activities to be personal endeavors, and you may use them to express your thoughts or promote your ideas when off-duty.

### *On-Duty Use of Social Media*

You may only engage in social media activity during working time when it is directly related to your work, assigned by the District, and does not identify or reference District patients, or vendors. The District monitors employee use of District computers and the Internet, including prohibited employee blogging and social networking activities.

### **Social Media Respect**

Demonstrate respect for the dignity of the District, its Board members, its patients, its vendors, and its employees. A social media site is a public place, and you should avoid inappropriate comments. For example, do not use ethnic slurs, personal insults, or obscenity, or use language that may be considered inflammatory. Even if a message is posted anonymously, it is possible to trace it back to the sender.

You shall not post photographs and/or video of any District employee, facility, or equipment without prior authorization from the Administrative Director / CEO.

You shall not use any type of video and/or sound recording device on the District premises without prior authorization from the Administrative Director / CEO and shall not videotape and/or record any conversation without the expressed consent of all parties present.

### **Required Disclaimer on Posts**

If you identify yourself as associated with the District or discusses matters related to the District on a social media site, the post must include a disclaimer on the front page and first paragraph stating the post does not necessarily express the views of the District and that the employee is expressing only his or her personal views. For example: “The views expressed in this post are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each post expressing an opinion related to the District or the District’s business.

## **Cell Phones & Mobile Communications**

### **Using Cell Phones & Handheld Devices While Driving**

You are expected to obey all applicable laws regarding cell phone use while driving.

Employees who use cell phones while on District business must refrain from making or receiving business calls while driving unless the cell phone is configured to allow hands-free listening and talking and is used in that manner while driving. In an emergency, such as a traffic accident or car trouble, the District recognizes that you may find it necessary to make a phone call while driving.

Employees who use hands-free cell phones must keep conversations brief while driving. If a conversation becomes involved, if traffic is heavy, or road conditions are poor, you must stop the vehicle and park in a safe and proper parking area until the conversation is complete.

Employees who violate this policy are subject to disciplinary action, up to and including termination.

## **Health Insurance Portability & Accountability Act (HIPAA)**

### **Employee Rights**

Health insurance portability provisions under federal law, otherwise known as “HIPAA,” limit the extent to which the District’s health plan can establish barriers that delay or prevent you from becoming fully covered under the plan. HIPAA generally does three things:

1. Limits the extent to which a plan may subject new employees to pre-existing condition limitations.
2. Requires that certain “late enrollees” be offered special enrollment opportunities.
3. Prohibits discrimination either in eligibility or in cost because of health status.

### **Patient Privacy Rights**

It is understood and agreed by you that confidential patient information is not to be disclosed to anyone who does not have a legitimate need to know. If requested to provide information and you are unsure if the request is legitimate, check with your supervisor.

### **Employee Responsibilities**

The Health Insurance Portability and Accountability Act (HIPAA) mandates that PHI in healthcare must be safeguarded. As such you must be aware of what is considered PHI.

### **Personal Health Information**

HIPAA PHI is any piece of information in an individual’s medical record that was created, used, or disclosed during diagnosis or treatment that can be used to personally identify them. The meaning of PHI includes a wide variety of identifiers and different information recorded throughout the course of routine treatment and billing. Collecting PHI is a necessary component of the healthcare industry, and it needs to be attended to with the proper safeguards.

Examples of PHI include:

1. Name
2. Address (including subdivisions smaller than state such as street address, city, county, or zip code)
3. Any dates (except years) that are directly related to an individual, including birthday, date of admission or discharge, date of death, or the exact age of individuals older than 89
4. Telephone number
5. Fax number
6. Email address
7. Social Security number
8. Medical record number
9. Health plan beneficiary number
10. Account number
11. Certificate/license number
12. Vehicle identifiers, serial numbers, or license plate numbers
13. Device identifiers or serial numbers
14. Web URLs
15. IP address
16. Biometric identifiers such as fingerprints or voice prints

## Section 13: Information and Technology

17. Full-face photos
18. Any other unique identifying numbers, characteristics, or codes

### ePHI

Electronic protected health information (ePHI) is any PHI that is created, stored, transmitted, or received electronically. The HIPAA Security Rule has specific guidelines in place that dictate the means involved in assessing ePHI.

Media used to store data, including:

- Personal computers with internal hard drives used at work, home, or while traveling
- External portable hard drives
- Magnetic tape
- Removable storage devices, including USB drives, CDs, DVDs, and SD cards
- Smartphones and PDAs

Means of transmitting data via wi-fi, Ethernet, modem, DSL, or cable network connections including:

- Email
- File transfers
- PHI and HIPAA

### HIPAA Privacy Rule

The HIPAA Privacy Rule provides federal protections for PHI held by the District and gives patient rights over that information. The Privacy Rule allows PHI to be disclosed because of patient care but has strict guidelines in place for maintaining the integrity and security of that information while it is being stored or otherwise processed. You must ensure the confidentiality, integrity, and security of PHI.

For more information regarding HIPAA, contact Human Resources or visit <http://www.dol.gov>.

<<END>>

DRAFT





## Del Puerto Health Care District Personnel Rules

**Acknowledgment of ADA Commitment and Receipt of Employee Personnel Rules**

I understand that Del Puerto Health Care District (the District) is committed to fulfilling its obligations under the Americans with Disabilities Act and any applicable state or other laws prohibiting discrimination against qualified individuals with disabilities. As part of this commitment, I understand that the District wishes to make reasonable accommodations for individuals with known physical or mental disabilities, consistent with its legal obligations to do so. The District invites all individuals with disabilities to participate in a good faith, interactive process and identify reasonable accommodations that can be made without imposing an undue hardship.

I understand the District's desire to participate in an interactive process and make reasonable accommodations to comply with applicable legal requirements. I agree to provide all information necessary to achieve this goal if I wish to receive accommodations now or in the future because of a physical or mental disability.

(initial one)

\_\_\_\_ **Non-Union.** I also acknowledge that this *Employee Personnel Rules Book* supersedes and replaces any other employee handbook or similar document that may have been previously distributed. I further acknowledge that my employment is at-will, is not for a specified period, and can be terminated at any time for any or no reason with or without cause or notice.

\_\_\_\_ **Union.** I also acknowledge that this *Employee Personnel Rules Book* supersedes and replaces any other employee handbook that may have been previously distributed. I further acknowledge that my employment, benefits, and rights are governed by a Memorandum of Understanding between DPHCD and USW/TEMSA Local 12911 which provides superseding guidelines to my employment.

By my signature below, I acknowledge that I have received a copy of *Del Puerto Health Care District Personnel Rules*. I also acknowledge that I have read and understand the contents and I (check one) \_\_\_\_ do \_\_\_\_ do not want to discuss the handbook or any policy, benefit, or procedure described here with my supervisor or another authorized District representative.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Supervisor Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Personnel Rules Revision Date: \_\_\_\_\_

Sections to be reviewed: \_\_\_\_\_

\*Signed original is placed in the employee's personnel file and a copy given to employee.



**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT****Board Meeting – November 30, 2020****Agenda Item 9E – Capital Expense – Office 365 Mailbox Migration**

<b>DEPT:</b> CHIEF EXECUTIVE OFFICE	<b>BOARD AGENDA:</b>	9E
<b>CONSENT CALENDAR:</b> NO	<b>AGENDA DATE:</b>	11/30/2020
<b>CEO CONCURRENCE:</b> YES	<b>4/5 VOTE REQUIRED:</b>	NO

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**SUBJECT:** Request for Capital Expenditure – Office 365 Mailbox Migration

**STAFF RECOMMENDATION:** The Board consider approving the following capital expense request.

**CONSIDERATIONS:** TECHNOLOGY: Current Microsoft Exchange system is from 2008 and located on a server in our Health Clinic. The Server software is at end of life and will no longer be supported by Microsoft after January 2021. It hosts our Exchange Server for email, calendar, and other Office Suite functions including Word, Excel. The only available solution is to transition to cloud-based exchange and Office 365 under subscription services. The cost to transition our information from our local server to cloud based exchange is 29 hours at \$200/hour for a total of \$5,800.

Paying for the transition requires Board approval for a capital expense of \$5,800. This expense will be depreciated over three years.

**POLICY ISSUE:** Board approval required for capital expenditures.

**FISCAL IMPACT:** Total requested \$5,800 from the asset replacement fund

**DISTRICT PRIORITY:** Provide staff with the software tools required to perform their duties

**STAFFING IMPACT:** Technology deployment by Data Path.

**CONTACT PERSON:** Karin Hennings

**ATTACHMENT(S):** Quote for Services-Office 365 Mailbox Migration

**RECOMMENDED BOARD ACTION:**

**ROLL CALL REQUIRED:** YES

**RECOMMENDED MOTION:** *The Board of Directors approve the capital expenditure expense for the Office 365 Mailbox Migration in the amount of \$5,800.*

**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**

**Board Meeting – November 30, 2020**

**Agenda Item 9E – Capital Expense – Office 365 Mailbox Migration**

*BOARD MEETING ACTION SUMMARY*

MOTION AMENDED:                      YES    NO

AMENDMENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



# QUOTE

QUOTE FOR

## Exchange Upgrade

Prepared for:

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

Prepared by:

Datapath  
Jay Harvey  
209-380-5544  
jharvey@mydatapath.com

Quote Information:

Quote # 017026  
Version: 1  
Delivery Date: 11/16/2020  
Expiration Date: 11/30/2020

### Products

	Recurring	Qty	Ext. Recurring
Microsoft 365 Business Basic - Annual	\$60.00	10	\$600.00
Microsoft 365 Business Standard - Annual	\$150.00	19	\$2,850.00
Office 365 Advanced Threat Protection - Annual	\$24.00	29	\$696.00
<b>Annual Subtotal:</b>			<b>\$4,146.00</b>

### Services

	Price	Qty	Ext. Price
Office 365 Mailbox Migration - Per Mailbox	\$200.00	29	\$5,800.00
<ul style="list-style-type: none"> <li>• Setup Azure AD Connect; Confirm Tenant account is created</li> <li>• Procure and assign licensing for Office 365 and ATP</li> <li>• Add domain to O365 account and create DNS txt records if needed. Update SPF record</li> <li>• Fix accounts with incompatible domain aliases and/or issues with migrating</li> <li>• Run Hybrid Config Wizard and create Firewall Rules for Office 365 - Resolve any prereqs</li> <li>• Start sync of data from on-prem to O365 and monitor progress; complete migration batches</li> <li>• Migrate remaining mailboxes and convert to shared - Remove remaining mailboxes</li> <li>• Scan to email reconfiguration - Update Autodiscover DNS record</li> <li>• Post Cutover Support; Documentation</li> <li>• Break Hybrid Sync, Uninstall Exchange 2010, decom, and retire server.</li> <li>• Configure ATP</li> <li>• Update MX records to point to ATP. Cancel Securence</li> </ul>			



**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT****Board Meeting – November 30, 2020****9F. ESO Scheduling Plus Software Subscription** **9F. ESO Scheduling Plus Software Subscription**  
**Page 1 of 1**

Department: Ambulance/Health Center

CEO Concurrence: Yes

Consent Calendar: No

4/5 Vote Required: No

**SUBJECT:** Software as Service – ESO Scheduling Plus**STAFF REPORT:** Currently timecards are a handwritten or card punch system with manual payroll hours calculation on a biweekly basis. Staff has reviewed and considered different automated options for three years and have settled on Scheduling Plus as the vendor of choice. Benefits include: online and app based employee clock in and clock out, scheduling bids handled on an automatic basis, PTO requests and time available managed through the software, manager remote access available at all times to approve or deny scheduling requests. Automated regular and OT hour payroll calculation for less risk of error. Incorporated communication via text and email. Annual vacation bid period automated.**CONSIDERATIONS:** Biweekly time savings of 6-8 staff hours currently spent on manually calculating and entering payroll.**TIMING OF REQUEST:** Vendor is currently activating service 60 days post signed contract. We would like to have working by February 1, 2021 and therefore are requesting Board approval as soon as possible.**DISTRICT PRIORITIES:** System efficiency, accuracy, secure communications, modern methods**FISCAL IMPACT:** \$3,395 annual cost for 50-59 employees plus \$595 one-time implementation and training charge.**STAFFING IMPACT:** Annual time savings over \$7,000.**CONTACT PERSONS:** Paul Willette, Suzie Benitez**ATTACHMENT(S):** ESO Scheduling Plus Invoice and Contract**RECOMMENDED BOARD ACTION:****ROLL CALL REQUIRED:** YES**RECOMMENDED MOTION:** *I move the Board of Directors approve the subscription to ESO Scheduling Plus Software as Service with a current fiscal year budget increase of \$3,990.00 divided proportionately among the three District Departments.*



Quote Date: 11/18/2020 **Page 120 of 152**  
 Customer Name: Del Puerto Health Care District  
 Quote #: Q-25750  
 Quote valid until: 02/16/2021  
 ESO Account Manager: Ty Roberts

**CUSTOMER CONTACT**

End User Del Puerto Health Care District  
 Name Karin Hennings  
 Email karin.hennings@dphealth.org  
 Phone

**BILLING CONTACT**

Payor Del Puerto Health Care District  
 Name  
 Address PO Box 187  
 Patterson CA, 95363  
 Email  
 Billing Frequency Annual  
 Phone  
 Initial Term 12 months

**Scheduling**

Product	Volume	Total	Fee Type
ESO Scheduling - Setup & Online Training	1 Sessions	\$595.00	One-time
ESO Scheduling Plus	50 Employees	\$3,395.00	Recurring

<b>Total Recurring</b>	\$	3,395.00
<b>Total One-Time</b>	\$	595.00
<b>TOTAL</b>	\$	3,990.00

**TERMS AND CONDITIONS:**

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<http://bit.ly/MSLAW>

2. The Effective Date of this Quote shall be the final date of signature.

3. If Customer has selected a third party to pay fees on their behalf, the applicable fees above shall be invoiced to the third party on Customer's behalf.





Quote Date: 11/18/2020 **Page 121 of 152**  
Customer Name: Del Puerto Health Care District  
Quote #: Q-25750  
Quote valid until: 02/16/2021  
ESO Account Manager: Ty Roberts

**Del Puerto Health Care District**

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[Signature]

---

[Print Name]

---

[Title]

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[Today's Date]

For Scheduling, the following payment terms apply:  
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 11/18/2020 **Page 12 of 152**  
Customer Name: Del Puerto Health Care District  
Quote #: Q-25750  
Quote valid until: 02/16/2021  
ESO Account Manager: Ty Roberts

## Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.



Quote Date: 11/18/2020 **Page 123 of 152**  
Customer Name: Del Puerto Health Care District  
Quote #: Q-25750  
Quote valid until: 02/16/2021  
ESO Account Manager: Ty Roberts

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to [legal@eso.com](mailto:legal@eso.com) and your sales representative.

## MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this "Agreement") is entered into as of the date indicated on the duly executed Quote which adopts this Agreement ("**Effective Date**"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758 (including its controlled subsidiaries, "**ESO**") and Customer (or the governing or controlling authority thereof), as indicated on the Quote. This Agreement consists of the General Terms & Conditions which follow, the Quote adopting this Agreement, the Business Associate Addendum, and any other Addenda (as defined below) executed by the parties. The parties agree hereby that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows.

### GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement have the meanings below:

**"Add-On Software"** means any complementary software components or reporting service(s) that ESO makes available to customer through its Software.

**"Addendum"** means a document addressing the order of a specific set of products or services which is executed by authorized representatives of each party. An Addendum may be (a) an ESO sales form or "Quote", (b) a Statement of Work, or (c) another writing the parties intend to be incorporated by reference into this Agreement.

**"Anonymized Data"** means Customer Data from which all personally identifiable information is removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

**"Customer Data"** means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

**"Deliverable"** means software, report, or other work product created pursuant to a Statement of Work.

**"Documentation"** means the Software's user guides and operating manuals.

**"Feedback"** refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

**"Intellectual Property"** means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

**"Licensed Software"** means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software or SaaS.

**"New Version"** means any new version of Licensed Software (excluding SaaS Software) that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by ESO's designation of a new version number, brand or product.

**"Outage"** means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

**"Professional Services"** means professional services provided by ESO under a Statement of Work.

**"Protected Health Information"** or "**PHI**" has the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

**"Reporting Services"** means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

**"SaaS"** means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use on a periodic subscription basis. For the avoidance of doubt, SaaS does not include Licensed Software.

**"Scheduled Downtime"** means periods when ESO intentionally interrupts SaaS to perform system maintenance or otherwise correct service errors during non-peak hours (except for critical circumstances), typically between midnight and 6 a.m. Central Time on a fortnightly basis.

**"Software"** means any ESO computer program, programming or modules specified in the Agreement or any Addendum. For the avoidance of doubt, Add-on Software, SaaS, and Licensed Software are collectively referred to as Software.

**"Support Services"** means those services described in Exhibit B.

**"Third-Party Data"** means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

**"Third-Party Service"** means a service not provided by ESO but which is made available by ESO in connection with its Software under a Software Schedule or Addendum.

**"Third-Party Software"** means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

**"Use Restrictions"** means the restrictions imposed on Customer's use of Software as described in Section 3.3.

**"User"** means any individual who uses the Software on Customer's behalf or through Customer's account or passwords.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Addendum. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Addendum is incorporated herein by reference.

### 3. LICENSE/SUBSCRIPTION TO SOFTWARE

- 3.1. **Grant of Subscription: SaaS.** For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.
- 3.2. **Grant of License: Licensed Software.** For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Addendum and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.
- 3.3. **Use Restrictions.** Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Addendum).

- 3.4. **Ownership.** The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.
- 3.5. **Third-Party Software and Services.** This Section 3.5 applies to Third-Party Software and Services offered by ESO. Refer to the product table following the Agreement for applicability.
- 3.5.1. ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "**Education**") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at <http://www.praetoriandigital.com/LMS-Master-Service-Agreement>, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.
- 3.5.2. **Third-Party Data.** If Customer (as indicated on an Addendum) elects to license Third-Party Data (e.g., fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Addendum, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.
- 4. HOSTING, SLA & SUPPORT SERVICES**
- 4.1. **Hosting & Management.** Customer shall be responsible for hosting and managing any Licensed Software on systems meeting the requirements specified by ESO. ESO shall be responsible for hosting and managing any SaaS.
- 4.2. **Service Level Agreement.** If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for any three-month period (the "**Uptime Commitment**"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. **Scheduled Downtime.** ESO will endeavor to provide reasonable (72 hour) notice of Scheduled Downtime to Customer's Users. Notice of Scheduled Downtime may be provided from within the Software or via email. Scheduled Downtime shall never constitute a failure of performance or Outage by ESO. Notification timelines and the frequency of Scheduled Downtime are subject to the emergence of security concerns outside of ESO's control.
- 4.4. **Support and Updates.** During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.
- 5. FEES**
- 5.1. **Fees.** In consideration of the rights granted hereunder, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Addendum(s) (collectively, "**Fees**"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer (or Third-Party Payer, if applicable) shall pay all invoices within 30 days of receipt.
- 5.2. **Third-Party Payer.** If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "**Third-Party Payer**"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 5 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 5.3. **Uplift on Renewal.** Fees for Software, which recur annually, shall increase by 3% each year this Agreement is in effect.
- 5.4. **Taxes and Fees.** The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.
- 5.5. **Appropriation of Funds.** If Customer is a city, county or other government entity, Customer may terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.
- 5.6. **Usage Monitoring.** Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Addendum. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level indicated in the applicable Addendum (an "**Overage**"), Customer shall owe ESO the Fee corresponding to such usage level at a rate no higher than ESO's then-standard pricing for new customers at an equivalent usage level. ESO may invoice for Overages immediately.
- 6. TERM AND TERMINATION**
- 6.1. **Term.** The term of this Agreement (the "**Term**") commences on the Effective Date and continues for a period of one year (or any longer period provided in an Addendum). Thereafter, the Term will renew for successive one-year periods unless written notice is provided at least 60 days prior to the anniversary of the Effective Date.
- 6.2. **Termination for Cause.** Either party may terminate this Agreement or any individual Addendum for the other party's uncured material breach by providing written notice. The breaching party shall have 30 days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. **Effect of Termination.**
- 6.3.1. If Customer terminates this Agreement or any Addendum as a result of ESO's material breach, then to the extent Customer prepaid any Fees, ESO shall refund to Customer those prepaid Fees on a pro-rata basis from the date Customer actually ceases use of the Software.

- 6.3.2. Upon termination of this Agreement or any Addendum, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer's Agreement includes a multi-year discount plan with diminishing discounts, and Customer terminates the Agreement prior to the completion of the discount plan, Customer shall promptly pay ESO's invoice recouping such discounts for a maximum of two years prior to the date of termination.
- 6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.
- 6.4. Delivery of Data. ESO will provide Customer its Customer Data in a searchable .pdf format upon request made within 60 days of the expiration or termination of this Agreement. Customer acknowledges that ESO has no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.
- 7. REPRESENTATIONS AND WARRANTIES**
- 7.1. Material Performance of Software. After it is fully implemented (and subject to Customer's adherence to Sections 3.3, 4.1 and 13.4), ESO warrants that the Software will reliably collect, transmit, store and/or permit access to data in compliance with applicable law and industry standards.
- 7.2. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement is duly authorized by all necessary corporate or government action.
- 7.3. Customer Cooperation. Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data as necessary for the implementation and operation of the Software.
8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."
- 9. CONFIDENTIALITY**
- 9.1. **"Confidential Information"** refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; (v) as to ESO, Customer's Feedback; or (vi) is PHI (which shall be governed by the Business Associate Agreement rather than this Section).
- 9.2. Nondisclosure. Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "**Purpose**"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.
- 9.3. Termination & Return. With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.
- 9.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto.
- 9.5. Open Records and Other Laws. Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.
10. **INSURANCE.** Throughout the Term (and for a period of at least three years thereafter for any insurance written on a claims-made form) ESO shall maintain in effect the insurance coverage described below:
- 10.1. Commercial general liability insurance with a minimum of \$1 million per occurrence and \$1 million aggregate;
- 10.2. Commercial automobile liability insurance covering use of all non-owned and hired automobiles with a minimum limit of \$1 million for bodily injury and property damage liability;
- 10.3. Worker's compensation insurance and employer's liability insurance or any alternative plan or coverage as permitted or required by applicable law, with a minimum employer's liability limit of \$1 million each accident or disease; and
- 10.4. Computer processor/computer professional liability insurance (a/k/a technology errors and omissions) covering the liability for financial loss due to error, omission or negligence of ESO, and privacy and network security insurance ("cyber coverage") covering losses arising from a disclosure of confidential information (including PHI) with a combined aggregate amount of \$1 million.
- 11. INDEMNIFICATION**
- 11.1. IP Infringement. Subject to the limitations in Section 12, ESO shall defend and indemnify Customer from any damages, costs, liabilities, expenses (including reasonable attorney's fees) ("**Damages**") actually incurred or finally adjudicated as to any third-party claim or action alleging that the Software delivered pursuant to this Agreement infringe or misappropriate any third party's patent, copyright, trade secret, or other intellectual property rights enforceable in the applicable jurisdiction (each, an "**Indemnified Claim**"). If Customer makes an Indemnified Claim under this Section or if ESO determines that an Indemnified Claim may occur, ESO shall at its option: (a) obtain a right for Customer to continue using such Software; (b) modify such Software to make it a non-infringing equivalent or (c) replace such Software with a non-infringing equivalent. If (a), (b), or (c) above are not reasonably practicable, either party may, at its option, terminate the relevant Addendum, in which case ESO will refund any pre-paid



Fees on a pro-rata basis for such Addendum. Notwithstanding the foregoing, ESO shall have no obligation hereunder for any claim resulting or arising from (x) Customer's breach of this Agreement; (y) modifications made to the Software not performed or provided by or on behalf of ESO or (z) the combination, operation or use by Customer (and/or anyone acting on Customer's behalf) of the Software in connection with any other product or service (the combination or joint use of which causes the alleged infringement). This Section 11 states ESO's sole obligation and liability, and Customer's sole remedy, for potential or actual intellectual property infringement by the Software.

- 11.2. **Indemnification Procedures.** Upon becoming aware of any matter which is subject to the provisions of Sections 11.1 (a "Claim"), Customer must give prompt written notice of such Claim to ESO, accompanied by copies of any written documentation regarding the Claim received by the Customer. ESO shall compromise or defend, at its own expense and with its own counsel, any such Claim. Customer will have the right, at its option, to participate in the settlement or defense of any such Claim, with its own counsel and at its own expense; provided, however, that ESO will have the right to control such settlement or defense. ESO will not enter into any settlement that imposes any liability or obligation on Customer without the Customer's prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at ESO's expense.

## 12. LIMITATION OF LIABILITY

- 12.1. **LIMITATION OF DAMAGES.** NEITHER ESO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING CLAIMS FOR DAMAGES FOR LOST PROFITS, GOODWILL, USE OF MONEY, INTERRUPTED OR IMPAIRED USE OF THE SOFTWARE, AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS RELATING TO THIS AGREEMENT.
- 12.2. **SPECIFIC LIABILITY.** LIABILITY SHALL BE LIMITED AS FOLLOWS:
- (a) ESO'S OBLIGATIONS UNDER SECTION 11 SHALL BE LIMITED TO \$500,000.
  - (b) DAMAGES ARISING FROM A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS (INCLUDING A BREACH OF OBLIGATIONS REGARDING PROTECTED HEALTH INFORMATION), SHALL BE LIMITED TO \$1,000,000.
  - (c) DAMAGES ARISING FROM A PARTY'S WILLFUL MISCONDUCT OR CRIMINAL CONDUCT SHALL NOT BE LIMITED.
- 12.3. **GENERAL LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED "SPECIFIC LIABILITY," ESO'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS OF LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY (OR ON BEHALF OF) CUSTOMER WITHIN THE PRECEDING 12-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM OR EXHIBIT GIVING RISE TO THE CLAIM.
- 12.4. THE FOREGOING LIMITATIONS, EXCLUSIONS, DISCLAIMERS SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION PERMITTED TO THE FULLEST EXTENT POSSIBLE UNDER SUCH LAW. THE PARTIES AGREE THAT THE LIMITATIONS SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR ESO'S SOFTWARE AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSES OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.
- 12.5. THIS SECTION 12 SHALL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

## 13. CUSTOMER DATA & PRIVACY

- 13.1. **Ownership of Data.** As between ESO and Customer, all Customer Data shall be owned by Customer.
- 13.2. **Use of Customer Data.** Unless it receives Customer's prior written consent, ESO shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ESO may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.
- 13.3. **Anonymized Data.** CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.
- 13.4. **Internet Access.** Customer is solely responsible for obtaining, maintaining, and securing its network connections, and acknowledges such connections are essential to the effective operation of the Software. ESO makes no representations to Customer regarding the reliability, performance or security of any network or service provider not provided or managed by ESO.

## 14. WORK PRODUCT

- 14.1. **Work Product Ownership.** In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate Addendum gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

## 15. GOVERNMENT PROVISIONS

- 15.1. **Compliance with Laws.** Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement
- 15.2. **Business Associate Addendum.** The parties agree to the terms of the Business Associate Addendum attached as Exhibit B and incorporated herein by reference.
- 15.3. **Equal Opportunity.** The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable (prohibiting discrimination on the basis of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity or national origin).
- 15.4. **Excluded Parties List.** ESO agrees to report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

## 16. PHI ACCURACY & COMPLETENESS

- 16.1. **Customer Responsibilities.** The Software allows Customer and its Users to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or

disclosed through the Software. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.

## 17. MISCELLANEOUS

- 17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather, each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 17.5. Subcontracting. Except for training and implementation services related to the Software, neither party may subcontract or delegate its obligations to each other hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this Agreement, without the other party's prior written consent.
- 17.6. Modifications and Amendments. This Agreement may not be amended except through a written agreement signed by authorized representatives of each party, provided that the Customer agrees that ESO may rely on informal writings (including emails) of Customer's authorized representatives to (i) terminate Software products and services and (ii) approve or ratify rate or tier increases for Software products and services then in use by Customer.
- 17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Addendum.
- 17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.
- 17.9. Waiver & Breach. Neither party will be deemed to waive any rights under this Agreement except through an explicit written waiver made by an authorized representative. No waiver of a breach of this Agreement will constitute a waiver of any other breach hereof.
- 17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.
- 17.12. Governing Law. This Agreement, any claim dispute or controversy hereunder (a "**Dispute**") will be governed by (i) the laws of the State of Texas, or (ii) if Customer is a city, county, municipality or other governmental entity, the law of state where Customer is located, in each case foregoing without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.
- 17.13. New Versions & Sunset. If ESO releases a New Version of Licensed Software (*i.e.*, not SaaS), Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.
- 17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.15. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.16. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.17. Order of Precedence. In the event of any conflict between this Agreement, Addenda or other attachments incorporated herein, the following order of precedence will govern: (1) the General Terms and Conditions; (2) any Business Associate Agreement; (3) the applicable Addendum, with most recent Addendum taking precedence over earlier ones; and (4) any ESO policy posted online, including without limitation its privacy policy. No amendments incorporated into this Agreement after execution of the General Terms and Conditions will amend such General Terms and Conditions unless it specifically states its intent to do so and cites the section or sections amended.
- 17.18. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.



17.19. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

\* \* \*

**EXHIBIT A**  
**SUPPORT SERVICES ADDENDUM**

1. **DEFINITIONS.** Capitalized terms not defined below have the same meaning as in the General Terms & Conditions.
  - 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
  - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
  - 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
  - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
  - 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
  - 1.6. "Initial Response" means the first contact by a Support Representative after the incident is logged and a ticket generated. This may include an automated e-mail response depending on when the incident is first communicated.
  - 1.7. "Management Escalation" means the notification of ESO management following the incomplete resolution of an Error to which an initial Workaround or Fix has been applied,
  - 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g., a User cannot access the Software due to unscheduled downtime or an Outage).
  - 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g., a User cannot access a core component of the Software).
  - 1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g., User is experiencing latency in reports).
  - 1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
  - 1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
  - 1.4. "Online Support" means information available through ESO's website ([www.eso.com](http://www.eso.com)), including frequently asked questions and bug reporting via Live Chat.
  - 1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer.
  - 1.6. "Update" means an update or revision to Software, typically for Error Correction.
  - 1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality, or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
  - 1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.
2. **SUPPORT SERVICES.**
  - 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
  - 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software, messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
- 2.5. ESO will provide responses to a technology and/or security assessment of reasonable detail (a "Tech Assessment") upon request prior to (or in connection with) implementation. ESO will provide responses to any subsequent Tech Assessments provided that Customer compensates ESO at its then-current and standard consulting rates for all work performed in connection with such Tech Assessments.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail ([support@eso.com](mailto:support@eso.com)) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
  - 3.1. **Severity 1 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
  - 3.2. **Severity 2 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
  - 3.3. **Severity 3 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
  - 3.4. **Severity 4 Error.** ESO shall (i) provide an Initial Response within seven calendar days.
4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate Addendum. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. **EXCLUSIONS.**
  - 5.1. ESO has no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
  - 5.2. For ESO's 'Firehouse' Licensed Software (excluding Firehouse Cloud), Severity 1 and Severity 2 Errors will receive an Initial Response and Status Report within 48 -hours.
  - 5.3. ESO has no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
  - 5.4. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
  - 5.5. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware.
6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

**EXHIBIT B**  
**HIPAA BUSINESS ASSOCIATE ADDENDUM**

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Agreement, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum ("Addendum").

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place. The parties agree to take such action as is necessary to amend this Addendum to comply with the requirements of HIPAA HITECH, the HIPAA Rules, and any other applicable law.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. **Reporting to Covered Entity.** Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. **Access to PHI.** Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. **Amendment of PHI.** Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party violates a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI is returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
  - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
  - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. The signatures to the Agreement (or the Quote or other document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile

## ESO Products & Services

### SaaS Software

- Electronic Health Record (“EHR”)
  - Optional components:
    - Mobile
    - Billing Interface
    - EMS Data Export
    - Fax
    - Patient Tracker
    - QuickSpeak
    - Integration: CAD
    - Integration: Cardiac Monitor
    - Integration: Firehouse
    - QM
    - Staff Scheduling
- Fire
  - Optional components:
    - Properties
    - Inspections
    - Integration: CAD
    - Integration: Telestaff
- FIREHOUSE Cloud
  - Optional components:
    - Fire Incidents
    - Personnel
    - Apparatus
    - Occupancy
    - Inventory
    - Hydrants
    - Staff Scheduling
    - Accounts Receivable
    - Sketch
    - Analytics
    - Integration: PCR
    - Integration: EHR
    - Integration: Telestaff
    - Integration: CAD
    - Integration: Billing
    - Inspector for iPad (compatible with Enterprise, Web, and Standard)
- Personnel Management
- Staff Scheduling
- Assets
- Inventory
- Checklist
- SafetyPAD
  - Optional components:
    - Airwatch/SOTI Mobile Device Management
    - Fax
    - Integration: CAD
- Health Data Exchange (HDE)
  - Optional components:

- Health Data Exchange Connection for EMS
- Payer Insight

- State Repository
- Hospital Analytics
  - Connect

### Licensed Software

- Billing
  - Optional components:
    - ePCR Import Module
    - Payer Insight
- Dispatch
  - Optional components:
    - Dispatch AVL Interface
    - Dispatch MDT Interface
    - Dispatch ePCR Export Module
    - Dispatch Wheelchair Module
- FIREHOUSE Enterprise, Web, and Standard
  - Optional components:
    - Fire Incidents
    - Personnel
    - Apparatus
    - Occupancy
    - Inventory
    - Hydrants
    - Staff Scheduling
    - Accounts Receivable
    - Sketch
    - Analytics
    - Integration: PCR
    - Integration: EHR
    - Integration: Telestaff
    - Integration: CAD
    - Integration: Billing
- Visual Fire

### Services

- Support
- Training
- Travel

### Third-Party Software, Third-Party Data, Third-Party Services

- TrackEMS
- Education (Lexipol f/k/a Praetorian Digital)
  - EMS1 Academy
  - FireRescue1 Academy
  - EVALS Implementation
  - Learning Management System
  - EMS1 & FireRescue1 Academy – Implementation and Configuration
- IFC National Codes (2012, 2015, 2018)
- NFPA Fire Codes
- NarcBox Software

### Third-Party Hardware

- NarcBox Hardware

**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**

**Board Meeting**

**Agenda Item 9G. Intrado Contract Early Termination**

**Page 1 of 2**

<b>DEPT:</b> CHIEF EXECUTIVE OFFICE	<b>BOARD AGENDA:</b>	9G
<b>CONSENT CALENDAR:</b> NO	<b>AGENDA DATE:</b>	11/30/2020
<b>CEO CONCURRENCE:</b> YES	<b>4/5 VOTE REQUIRED:</b>	NO

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**SUBJECT:** **Early Contract Termination – Intrado Interactive Services.**

**STAFF RECOMMENDATION:** The Board approve the 2020-2023 contract buyout for Intrado Interactive Services, (formerly West Interactive, formerly TeleVox).

**CONSIDERATIONS:** Since late 2009, the Health Center has contracted with Intrado/West Interactive for patient appointment reminder phone services. The existing contract terms have been for five years. In 2018, to reduce clinic no shows, text messaging services were added at no charge, but required a contract renewal term of five years at a minimum charge of \$300 per month. Shortly after the 2018 contract renewal Greenway announced they would discontinue their EHR which propelled us to find Athena. Athena's services include telephone and text messaging services at no extra charge, thereby rendering the Intrado Services unnecessary.

**As of October 2020, three years remained on the contract for a minimum charge of \$10,800.** At our request for an early termination and reduction of the contract balance, Intrado has agreed to a 50% reduction to \$5,400. This contract buyout requires an additional \$3,000 unbudgeted expense in addition to the budgeted phone services for the FY20-21. As an unbudgeted item over \$2,500 this request is being brought to the Finance Committee and Board

**POLICY ISSUE:** Fiscal transparency

**FISCAL IMPACT:** \$5,400 (\$2,400 budgeted; \$3,000 unbudgeted)

**DISTRICT PRIORITY:** Removing duplicate services covered under new contract

**STAFFING IMPACT:** None

**CONTACT PERSON:** Suzie Benitez

**ATTACHMENT(S):** Intrado Contract and early termination invoice

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**RECOMMENDED BOARD ACTION:**

**ROLL CALL REQUIRED:** YES

**RECOMMENDED MOTION:** *I move the Board of Directors approve an early termination of the Intrado Interactive Services contract in the amount of \$5,400 effective October 1, 2020.*

**BOARD OF DIRECTORS OF DEL PUERTO HEALTH CARE DISTRICT**

**Board Meeting**

**Agenda Item 9G. Intrado Contract Early Termination**

*BOARD MEETING ACTION SUMMARY*

MOTION AMENDED:      YES    NO

AMENDMENT: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

VOICE VOTE TAKEN:      YES    NO

\_\_\_\_\_ Pass    \_\_\_\_\_ Fail    \_\_\_\_\_ Mixed – take Roll Call Vote

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

MOTION IS:

- \_\_\_\_\_ *Approved*
- \_\_\_\_\_ *Denied*
- \_\_\_\_\_ *Approved as amended*
- \_\_\_\_\_ *Other*







Intrado Interactive Services Corporation  
 P.O.Box 74007064  
 Chicago, IL. 60674-7064  
 877-269-2904 / 402-963-1200

Invoice Number	INV002267931
Invoice Date	10/28/2020
Page	Page 1 of 1

Bill To:

Del Puerto Health Center  
 PO Box 187  
 Patterson, CA 95363-0187

Customer ID	PO Number	Due
326023	Buyout 09/20-09/23	Net 30 Days from Inv

admin@dphealth.org

Item Description	Usage/ Quantity	Unit Price	SubTotal	Tax
HouseCalls Termination Fee	1.00	5,400.0000	5,400.00	0.00

Remittance Advice

PLEASE ENCLOSE THIS PORTION WITH YOUR PAYMENT TO ENSURE PROPER CREDIT TO YOUR ACCOUNT



Subtotal: 5,400.00  
 Tax: 0.00  
 Balance Due: 5,400.00

Customer Name Del Puerto Health Center  
 Account Number 326023  
 Invoice Number INV002267931  
 Invoice Date 10/28/2020

<b>Amount Due</b>	<b>5,400.00</b>
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\$

**Make Payment To:**

**Intrado Interactive Services Corporation**  
 P.O.Box 74007064  
 Chicago, IL. 60674-7064

Account# 334037144250  
 Routing# ACH/EFT 061000052  
 Routing# DOM WIRES 026009593  
 SWIFT Code INTL Wires BOFAUS3N

# The Board of Directors of the Del Puerto Health Care District

## BOARD AGENDA ITEM

<b>DEPT:</b> CHIEF EXECUTIVE OFFICE	<b>BOARD AGENDA:</b>	9.H
<b>CONSENT CALENDAR:</b> NO	<b>AGENDA DATE:</b>	November 30, 2020
<b>CEO CONCURRENCE:</b> YES	<b>4/5 VOTE REQUIRED:</b>	NO

**SUBJECT:** Incentive Distribution – 12.25% of Performance Incentive received from insurer

**STAFF RECOMMENDATION:** While receiving incentives is never guaranteed, in this circumstance, Administration recommends a one-time *performance incentive* be paid to current Health Center staff in recognition of their combined efforts.

**CONSIDERATIONS:** Each calendar year, Health Plan of San Joaquin (HPSJ) monetarily incentivizes providers to reach specific HEDIS (Healthcare Effectiveness Data and Information Set) and utilization measures for HPSJ patients. This program requires extra work and effort by the Health Center staff to achieve the incentive. Between September 2019 and March 2020, the Health Center received incentive payments totaling \$62,867 for improved HEDIS measures related to CY 2019.

Del Puerto Health Care District desires to incentivize continued good performance of the employees at the Health Center and recognizes that the continuation of improved performance reflected in HEDIS utilization measures represents delivery of better service by the district to the public. Providing an incentive to existing employees encourages enhanced levels of performance in furtherance of providing a substantial public benefit; and,

**FISCAL IMPACT:** The Health Center will increase its FY 2019-20 net income by \$55,000. Incentives are not included in the annual budget as operating income, so a 12.25% incentive distribution (\$7,700) of the \$62,867 incentive payment does not represent extra cost to the Health Center.

<b>Date Incentive Payment Received</b>	CY 2019
<b>Incentive Amount</b>	\$62,867
<b>Recommended Share</b>	12.25%
<b>Total for Distribution</b>	\$7,701

<b>Recipients</b>		Currently employed HC Medical Assistants, HC Manager, Mid-levels Providers			
<b>Recommended Share</b>	<b>Net Incentive</b>	<b>Estimated Gross up</b>	<b>EEs in category</b>	<b>Total to be Paid</b>	
Mid-levels Providers	\$650	\$800	2	\$1,600	
Manager	\$650	\$800	2	\$1,600	
Medical Assistants	\$325	\$400	11	\$4,400	
			<b>16</b>	<b>\$7,600</b>	

## The Board of Directors of the Del Puerto Health Care District

**DISTRICT PRIORITY:** Employee incentives

**STAFFING IMPACT:** None

**CONTACT PERSON:** Karin Hennings

**ATTACHMENT(S):** None

**BOARD ACTION AS FOLLOWS:**

**RECOMMENDED MOTION:**

*That the Board of Directors of the Del Puerto Health Care District approve a one-time incentive payment to Health Center employees based on 12.25% of the CY 2019 HEDIS and utilization measures incentive payments totaling \$62,867.*

**BOARD MEETING ACTION SUMMARY**

*MOTION AMENDED:*                      YES    NO

*AMENDMENT:* \_\_\_\_\_

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

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

**Del Puerto Health Center**  
**Incentive Summary**  
September 2019 through March 2020

<b>Program</b>		<b>Discretionary Incentive</b>
<b>Bonus Amount</b>	\$	62,867
<b>Recommended Share</b>		12.25%
<b>Total for Distribution</b>	\$	7,701
<b>Recipients</b>	Currently employed HC Medical Assistants, Manager, Midlevels	

<b>Recommended Share</b>	<b>Net Bonus</b>	<b>Estimated Gross up</b>	<b>EEs in category</b>	<b>Total to be Paid</b>
Midlevels	\$ 650	\$ 804	2	\$ 1,609
Manager	\$ 650	\$ 804	1	\$ 804
MA = 1 year +	\$ 325	\$ 402	16	\$ 6,436
			<u>19</u>	<u>\$ 8,849</u>

Retirement	3.00%
EE FICA	7.65%
ER FICA	7.65%
SDI	0.90%
<b>Taxes</b>	<b>19.20%</b>
<b>Net Pay</b>	<b>80.8%</b>

<b>Employee</b>	<b>Status</b>	<b>Flat Incentive</b>	<b>Estimated Taxes</b>	<b>Gross Incentive Est</b>	<b>Gross Est 2</b>
Benitez, Azucena	2	\$ 650.00	\$ 124.80	\$ 798.76	\$ 804.46
Cavanaugh, Christine D.	2	\$ 650.00	\$ 124.80	\$ 798.76	\$ 804.46
Hey, Lennard S.	2	\$ 650.00	\$ 124.80	\$ 798.76	\$ 804.46
Vigil, Jose	2	\$ 650.00	\$ 124.80	\$ 798.76	\$ 804.46
Arevalo, Rosalina A.	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Barajas, Maryanne	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Barrera, Eneida	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Casillas, Yaneth K.	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Flores, Daiana E.	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Gonzalez, Tamara I	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Ortiz-Rodriguez, Aracely	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Palominos, Jacqueline	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Perez, Susi	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Quezada, Melanie L.	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
Uanrachawong, Tina	1	\$ 325.00	\$ 62.40	\$ 399.38	\$ 402.23
<b>TOTAL</b>		<b>\$ 6,175.00</b>	<b>\$ 1,185.60</b>	<b>\$ 7,588.24</b>	<b>\$ 7,642.33</b>



**Del Puerto Health Care District**  
**District Health Services Assessment Committee**  
**Review of Progress and Update – November 30, 2020**

Page 1 of 2

1. In February we identified the following possibilities to investigate:
  - a. Determine health care information areas we lack data
    - i. We had hoped the 2019 Stanislaus County Health Needs Assessment would provide some specific data about the West Side so we could compare data from our survey with the county's assessment.
  - b. Contract directly with Sac State for survey and analysis
    - i. [CSU Sacramento Public Health Survey Research Program \(PHSRP\)](#) was best prepared to help us formulate the survey
    - ii. They will deliver to all households in the District's geographic boundaries with bi-lingual phone follow-up calls.
2. COVID – March
  - a. this slowed down many projects perhaps even including the Stanislaus County Health Needs Assessment
  - b. District efforts were focused on responding to the pandemic in both our health center and emergency medical services/ambulance
3. May-August
  - a. Create synopsis of county and local data we currently have
    - i. We had a health administration intern this summer who completed a general analysis of west side health information that was available through publications.
    - ii. Unfortunately, the report does not include citations so it is of limited use (see attached).
4. September - November
  - a. Anne and I began to collaborate on developing survey questions
  - b. We began with our core question list from the committee, this included
    - What research questions? What do we want to answer? [Need a clear vision]
    - We want a picture of West Side of Stanislaus County at the household level.
    - Where do (residents, workers, commuters) go for health care (doctor's office, hospital, emergency department, urgent care)?
    - What is the location of the where they go (local, out of area, county – how far Where within County
    - What kind of health care are they seeking (specific disease, urgent care, treatment – include list of ancillary services imaging, labs.
    - Why do they NOT get health care on the west side? (transportation, cost, availability)
    - Is your regular doctor in Patterson? If not, where?
    - What insurance coverage type do you have? (commercial, Medi-Cal, Medicare, HMO, uninsured)
    - How many seniors and by age groups?
    - Safety at home
    - Do you have access to services
    - Have you ever not gotten an x-ray or medical image because services were to far away?

**Del Puerto Health Care District**  
**District Health Services Assessment Committee**  
**Review of Progress and Update – November 30, 2020**

Page 2 of 2

- Diabetes
  - Marijuana
  - Mental health
  - Food insecurity
- c. Our questions would be limited to those that we could have an impact on changing; that aren't being addressed by others
- d. Anne and I surveyed questions from the California Health Information Survey
- e. Our initial draft of questions included 136 questions! Covering the areas of:
- i. Demographics
  - ii. Health insurance
  - iii. Physical health
  - iv. Health care access – regularly doctor
  - v. Problems receiving health care
  - vi. Health maintenance
  - vii. Hospital/Emergency Depart use
  - viii. Tobacco/substance abuse
  - ix. Mental health
  - x. Dental health
  - xi. Caring for others
  - xii. Safety
  - xiii. Health Education
- f. We worked on whittling those down and worked with CSU Sacramento to phrase questions correctly; the results (56 questions) are attached for your review.

**NEXT STEPS**

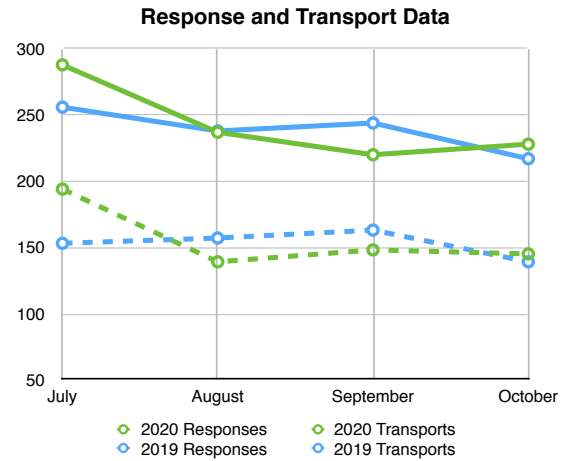
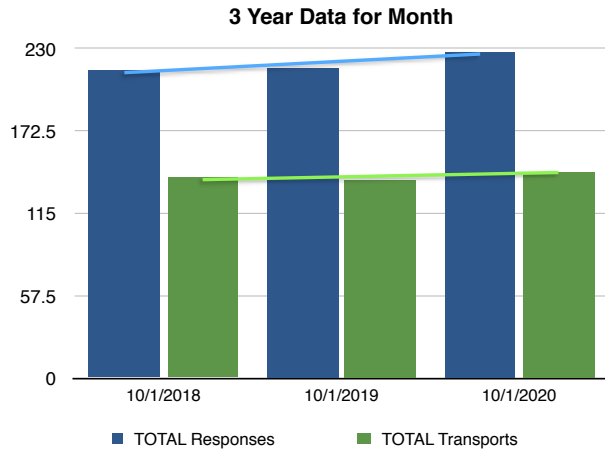
We are writing to the committee today to request your review of the questions for our survey. We are limited on how many questions we can ask and have tried to optimize the topics to specific area that the District may be able to use future programming to respond to the identified needs.

- The target date for delivering the survey to the residents of our District is the first week in January.
- The District Health Needs Assessment Committee will:
  - Provide input on the working copy of the questions
  - discuss the cover letter introducing the survey.
  - Provide input on a public awareness campaign that the District will conduct in late December and January to build awareness and encourage responses.



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

	P91	P92	P93	P1	WS	AMR	PDA TOTALS	Other TOTALS	GRAND TOTALS
Responses	117	111	0	3	14	2	228	16	244
Transports	72	73	0	0	4	1	145	5	150
Transport %	61.54%	65.77%	0.00%		28.57%	50.00%	63.60%	31.25%	61.48%
Cancelled Response	24	15	0						
Adjusted Transport %	77.42%	76.04%	0.00%						



### Mutual Aid Responses

	Westside		AMR	
	Responses	Transports	Responses	Transports
INTO District	14	4	2	1
OUT of District	1	1	5	1

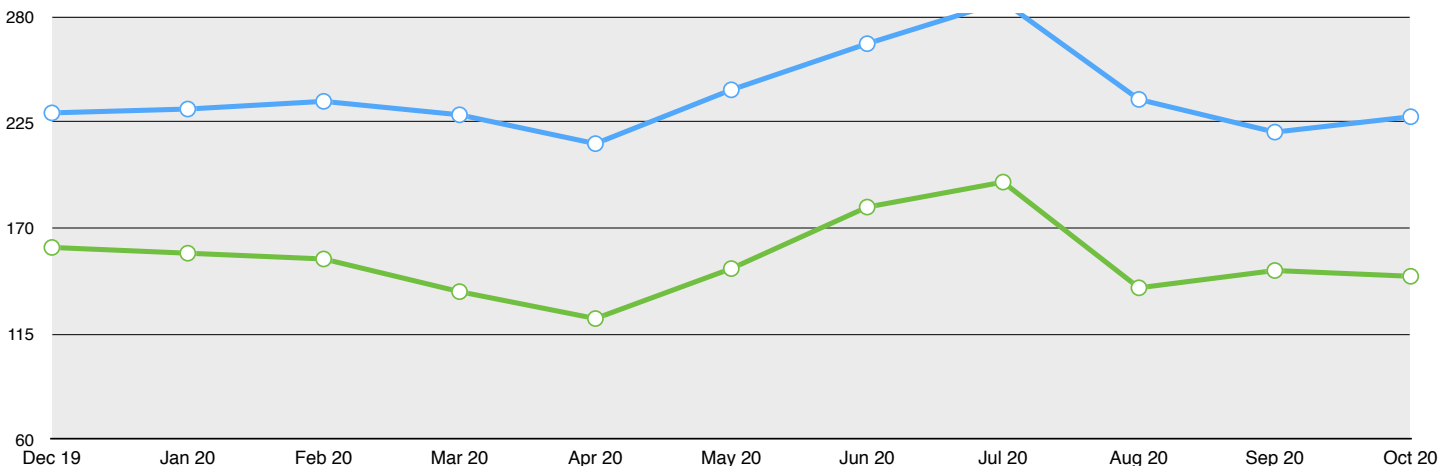
### PDA In District Response %

Last Month %	This Month %	NET Change %
89.43%	93.44%	4.01%

### Rolling Compliance Periods - Snapshot on January 1, 2020

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

### Rolling 12 Months - Responses / Transports



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### Executive Summary Snapshot



### Revenue Cycle Performance

10/31/20    09/30/20    12 Month Avg

10/31/20    09/30/20    12 Month Avg

#### Gross Charges

#### Month Ending

#### Charges by Class

\$701,565.00    \$687,553.00    \$714,898.92

10/31/20

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	\$290,605.00	\$268,898.00	\$275,834.25
Medicaid	\$232,175.00	\$267,395.00	\$235,512.50
Insurance	\$133,100.00	\$106,995.00	\$124,190.50
Self Pay	\$45,685.00	\$44,265.00	\$79,361.67
Facility		\$0.00	

#### Transports & Billable Dry Runs

173    161    171

10/31/20    09/30/20    12 Month Avg

#### Collections

#### Collection % Gross

#### Collections by Class

\$204,218.00    \$164,573.00    \$170,983.67

29.1%    23.9%    23.9%

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	\$31,095.00	\$32,864.00	\$37,007.58
Medicaid	\$39,089.00	\$17,239.00	\$29,259.67
Insurance	\$111,890.00	\$102,423.00	\$94,473.08
Self Pay	\$22,144.00	\$12,047.00	\$10,243.33
Facility	\$0.00	\$0.00	

#### Contractual Adjustments

#### Accounted for Funds

\$569,252.00    \$583,551.00    \$542,520.17

110.2%    106.7%    103.5%

#### Write Offs

#### Aging by Range

#### Transports by Class

\$60,413.00    \$81,671.00    \$60,452.50

Payor Class	Current Month	Previous Month	12 Month Avg
0 - 30	\$191,994.00	\$219,859.00	\$222,688.08
31 - 60	\$132,055.00	\$186,699.00	\$165,873.25
61 - 90	\$101,162.00	\$99,368.00	\$90,970.83
91 - 120	\$31,885.00	\$21,488.00	\$47,354.67
120+	\$100,507.00	\$120,019.00	\$147,990.83

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	64	63	62
Medicaid	55	63	57
Insurance	31	23	28
Self Pay	23	12	24
Facility			

#### Average Daily Revenue

\$23,385.50    \$22,179.13    \$23,829.96

#### Revenue Per Transport

#### Aging Payor Class

#### Pay Mix Transports

\$4,055.29    \$4,270.52    \$4,186.82

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	\$42,153.00	\$28,153.00	\$36,372.83
Medicaid	\$43,140.00	\$68,524.00	\$62,217.25
Insurance	\$235,032.00	\$232,057.00	\$279,422.08
Self Pay	\$232,413.00	\$318,699.00	\$294,831.58
Facility	\$4,865.00	\$0.00	\$2,063.44

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	37.0%	39.1%	36.2%
Medicaid	31.8%	39.1%	33.4%
Insurance	17.9%	14.3%	16.4%
Self Pay	13.3%	7.5%	14.0%
Facility	0.0%	0.0%	0.0%

#### Collections Per Transport

\$1,180.45    \$1,022.19    \$1,001.37

#### Contractual Allowance Per Transport

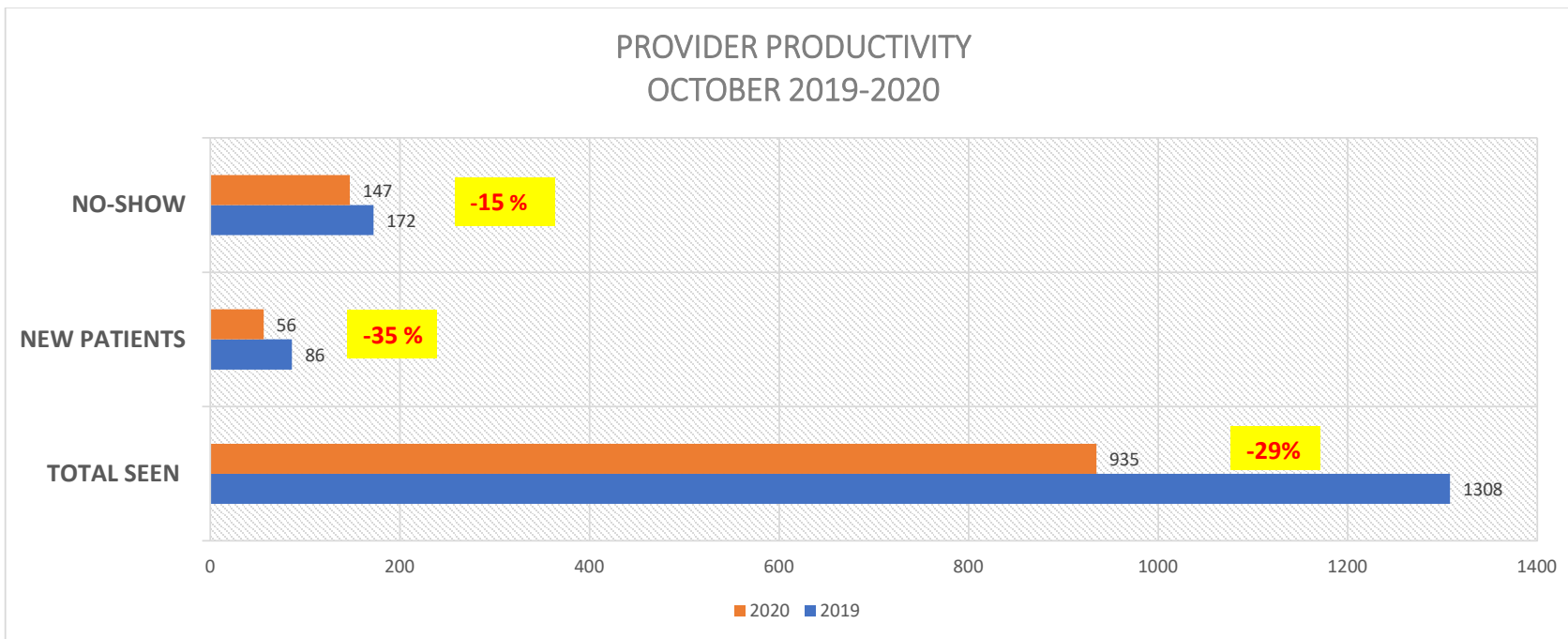
#### Days Sales Outstanding

#### Pay Mix Aging

\$3,290.47    \$3,624.54    \$3,177.28

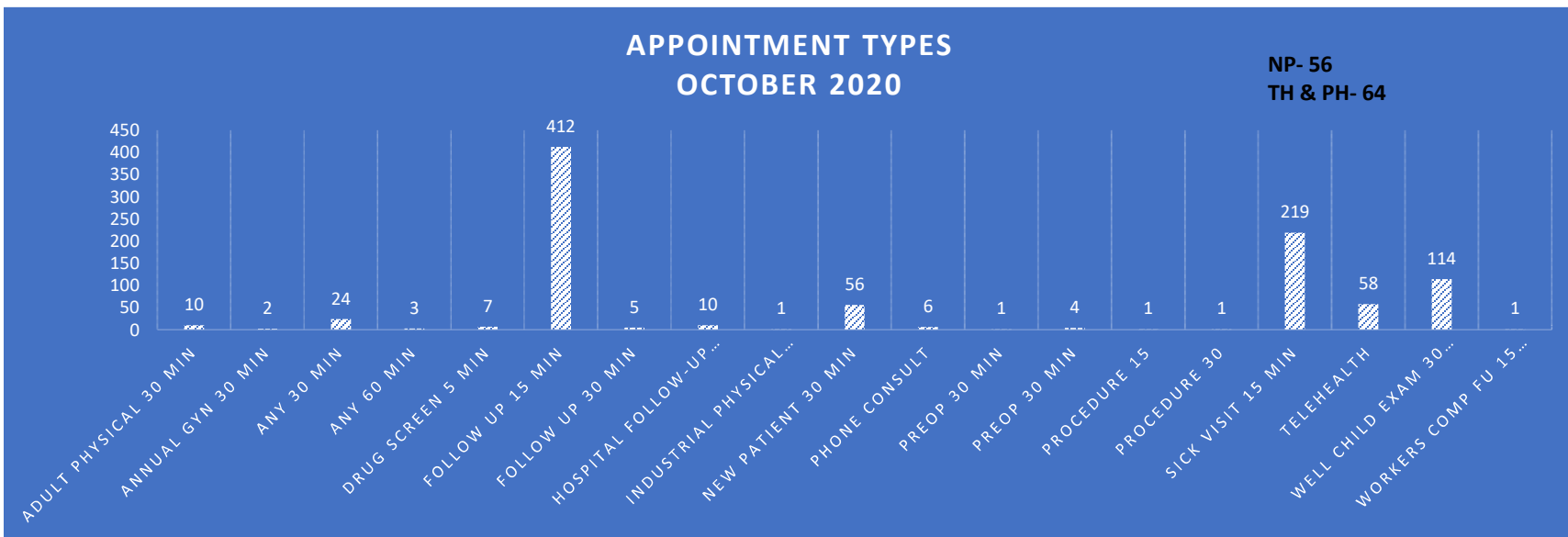
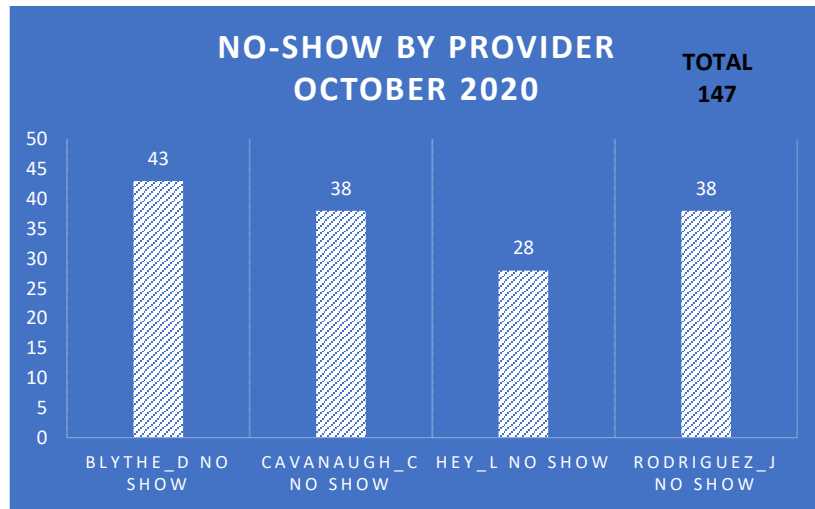
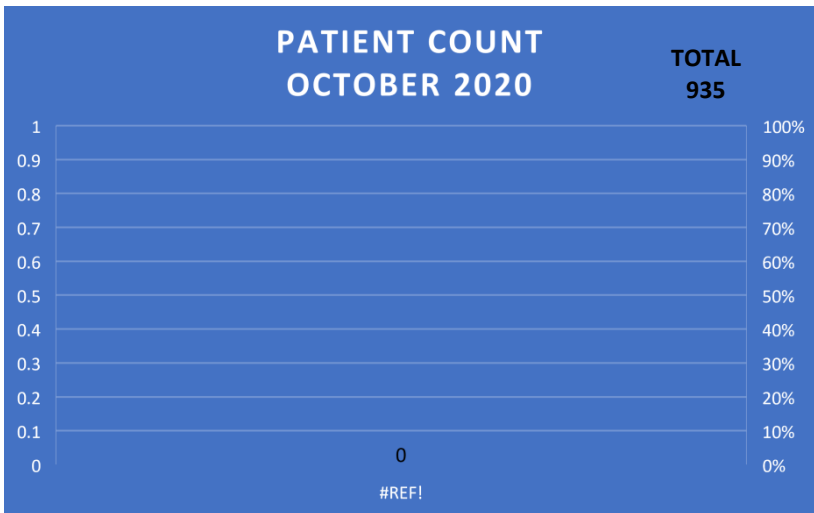
24    28    29

Payor Class	Current Month	Previous Month	12 Month Avg
Medicare	7.6%	4.3%	5.4%
Medicaid	7.7%	10.6%	9.2%
Insurance	42.2%	35.8%	41.4%
Self Pay	41.7%	49.2%	43.7%
Facility	0.9%	0.0%	0.3%



Column1	TOTAL HRS 2019	TOTAL HRS 2020	TOTAL PTS 2019	TOTAL PTS 2020	AVG. PT. PER HOUR 2019	AVG. PT. PER HOUR 2020
RODRIGUEZ	120	136	356	294	2.96	2.17
RAY-DATTA	128	0	264	0	2.06	0
BLYTHE	0	144	0	246	0	1.71
CHRISTINE	138.5	136	302	212	2.18	1.56
LENNARD	162.5	119	386	176	2.37	1.48
INDUSTRIAL				7		
COMBINED						
TOTAL	549	535	1308	935	2.4	1.73

**COMMENTS:** First month of new EMR (Athena) in use. October 1st-9th was our Go-Live date and providers were on a reduced schedule. Scheduled at 32% less than the regular schedule.



# Del Puerto Health Care District

## Administrative Director / CEO Update – October 2020

Karin Freese Hennings

### Strategic Planning:

- District Health Needs Assessment (see detailed report)
  - Survey to be conducted in January 2021
  - Mailing survey to every household in our four zip codes
  - Phone call surveys to households that don't respond to mail survey.
  - Target completion for representative sampling is 300-400 completed surveys

### Financial Summary Report in Board Packet

- \$2.5 million in cash (including \$876k in asset replacement funds)
- \$528k in current liabilities
- Cash flow is positive – Year-to-Date net income = \$165k
- Have applied for additional CURES funding through the Federal Government
- Have complete \$275k pay down on Keystone C loan.

### Project Updates

- FY 2019-20 Audited Financial Statements finished, preparing for presentation at upcoming Board Meeting.

### Human Resources

- Conducted onboarding for two new ambulance employees
- Health Center has experienced 25% attrition of medical assisting staff; not being replaced until patient volume increases
- In final stages of completing BETA Ergonomics best practices to reduce repetitive injuries
- Open enrollment completed, new benefit year begins December 1, 2020

### In Process

- Strategic Planning upon completion of assessment
- DPHCD Annual Report to be produced at conclusion of the FY 2019-20 audit
- Monthly Board Policies Review
- Employee Handbook update – near final – will have employee and HR professional review

## Karin Hennings

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**From:** Tasha Rynberg <trynberg@narhc.org>  
**Sent:** Tuesday, November 17, 2020 6:51 AM  
**To:** Karin Hennings  
**Subject:** NARHC 2021 Member Certificate  
**Attachments:** Del Puerto Health Center - 2021 NARHC Member Certificate.pdf

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Hi Karin,

Thank you for your membership! The member certificate is attached.

**ABOUT NARHC:** We are a non-profit affiliation of Rural Health Clinics. Our purpose is to promote rural health clinics as a means of improving and sustaining the availability of quality, cost-effective health care in rural, medically underserved areas. NARHC works with Congress, federal agencies, and rural health allies to promote, expand, and protect the RHC Program. Additionally, we educate and inform the RHC community about ever-changing RHC policies and procedures through both the free discussion forums and our national conferences. Our NARHC-News forum gives the RHC community the ability to communicate with other Rural Health Clinic professionals about topics that are important to starting, running, and sustaining an RHC. Additionally, we offer the Technical Assistance (T.A.) blog to communicate important updates and webinars. Our national conferences are provided semiannually, in the spring and fall (see below for dates and cities). Attending the conferences are vital to staying up-to-date on legislative changes affecting RHCs across the nation.

For most RHCs, 85% of NARHC Membership Dues is allowable as a business expense on the cost report, with 15% allocated toward advocacy. Registration fees for our conferences and Certified Rural Health Clinic Professional (CRHCP) course are also deductible. Double-check with your cost report expert to make sure your clinic qualifies.

### ***A few NARHC member benefits***

- NARHC Advocates for RHCs in Washington D.C. Your support helps make this possible, and gives us a stronger voice!
- Free Benchmarking for Member RHCs
- Free access to NARHC's Introduction to RHCs course (free to all member clinic employees)
- Discounted NARHC conference registrations (up to \$125 off per person!)
- Discounted Certified RHC Professional (CRHCP) course registration (\$150 per person)
- Exclusive 10% discount off certification with AAAASF & The Compliance Team
- Access to members-only sections of the website:

- FAQs
- Sample Files (Reports, Policies, Checklists, etc)
- Member Directory
- Networking opportunities with other RHC providers, policy-makers, and reps from businesses serving rural health clinics
- Policy Development opportunities through eligibility to serve on the Board or a committee

Website: [narhc.org](http://narhc.org)

Login: (your email)

**Upcoming NARHC Conferences:**

**SPRING 2021 - Hybrid Event**

Hyatt Regency San Antonio Riverwalk

123 Losoya Street

San Antonio, TX 78205

**Mar. 22-24, 2021** (Mon-Wed)

**FALL 2021**

Northern KY Convention Center (Cincinnati)

1 W. Rivercenter Blvd

Covington, KY 41011

**Oct. 18-20, 2021** (Mon-Wed)

## Tasha Rynberg

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