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# PUBLIC NOTICE

Bloss Memorial Healthcare District, A Public Entity • 3605 Hospital Road, • Atwater, California 95301 •  
(209) 722-4102 or (209) 381-2000 x 7002 • fax: (209) 722-9020

**Date:** April 21, 2023

**Phone:** (209) 724-4102

**Fax:** (209) 722-9020

Bloss Memorial Healthcare District will hold their next Finance Committee meeting, on Thursday, April 27, 2023 at 1:30 pm in the Board Room at 3605 Hospital Road, Atwater, CA 95301

Bloss Memorial Healthcare District will hold their next **Board of Directors** meeting on Thursday, April 27, 2023 at 2:00 pm in the Board Room at 3605 Hospital Road, Atwater, CA 95301.

I, Fily Cale, Executive Assistant of Bloss Memorial Healthcare District, do hereby certify that a copy of the foregoing agenda was posted at Bloss Memorial Healthcare District a minimum of 72 hours prior to the meeting.

In compliance with the federal Americans with Disabilities Act of 1990, upon request, the agenda can be provided in an alternative format to accommodate special needs. If you require special accommodations to participate in a Board of Directors or Finance Committee meeting due to a disability, please contact the Executive Assistant a minimum of three (3) business days in advance of the meeting at (209) 724-4102 or (209) 381-2000 ext 7000. You may also send the request by email to [calef@cfhcinc.org](mailto:calef@cfhcinc.org).

**Amended Agenda**

**BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)  
3605 Hospital Road, Atwater, CA 95301  
BOARD OF DIRECTORS MEETING  
BOARD ROOM  
Thursday, ~~March 30, 2023~~ April 27, 2023  
2:00 pm**

**AGENDA FOR PUBLIC SESSION**

Members of the public may listen to the meeting and offer public comment telephonically by calling 1-681-999-0313 and entering Access Code 328959. Please turn your cell phone or other electronic device to non-audible mode or mute.

**I. CALL TO ORDER**

**Make findings in accordance with AB 361 for teleconferenced meeting.** \*

**In compliance with AB 361 (2021) and in order to conduct teleconference meetings not subject to the usual Brown Act teleconference rules, the Board will consider the circumstances regarding the state of emergency declared by the Governor regarding the COVID-19 pandemic which continues in existence; and the continued recommendations or impositions by State and local officials to promote social distancing; and whether the continued presence of COVID-19 in the State directly impacts the ability of the Board to meet in person.**

**II. ROLL CALL**

**ACTION**

**EXHIBIT**

**III. APPROVAL OF AGENDA**

\*

**IV. PUBLIC COMMENTS**

**Comments can be made concerning any matter within the Board’s jurisdiction; but if the matter is not on the agenda, there will be no Board discussion of the issue. Anyone wishing to address the Board on any issue, please stand and comment.**

**V. APPROVAL OF MINUTES**

A. Approval of March 30, 2023 Board of Directors Minutes

\*

1

**VI. FINANCIAL REPORT**

A. March Chief Financial Officer Report

2

B. March Payroll, Electronic Payments & Check Register

\*

3

**VII. CHIEF EXECUTIVE OFFICER REPORT**

A. Chiller at Castle Site

B. Accreditation of Atwater Children’s Surgery Center

C. Replacement of Sliding Glass Doors at Castle Site

<b>VIII. OLD BUSINESS</b>		
A. March Castle Family Health Centers, Inc Report		4
<b>IX. NEW BUSINESS</b>		
A. Renewal of Castle Family Dental Rental Space	*	5
B. Architectural Interior Floor Plan Design RFP Bids	*	6
C. Tree Trimming RFP Bids	*	7
<b>X. BOARD MEMBER REPORTS</b>		
<b>XI. APPOINTMENTS / CEREMONIAL MATTERS</b>	*	
<b>XII. AGENDA FOR CLOSED SESSION</b>		
<b>XIII. NEXT MEETING DATE</b>		
<b>IX. ADJOURNMENT</b>		

SB 343 NOTICE

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the office of the Executive Assistant at Bloss Memorial Healthcare District during normal business at 3605 Hospital Road.

If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda at 3605 Hospital Road.

**BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)**  
**3605 Hospital Road, Atwater, CA 95301**  
**BOARD OF DIRECTORS MEETING**  
**BOARD ROOM**  
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**BLOSS MEMORIAL HEALTHCARE DISTRICT (BMHD)  
BOARD OF DIRECTORS MEETING  
BOARD ROOM  
Thursday, March 30, 2023  
2:00 pm**

**CALL TO ORDER**

Kory Billings, Board Chair, called the meeting to order at 2:00 pm.

Members of the public may listen to the meeting and offer public comment telephonically by calling 1-681-999-0313 and entering Access Code 328959. Please turn your cell phone or other electronic device to non-audible mode or mute.

Make findings in accordance with AB 361 for teleconferenced meeting. In compliance with AB 361 (2021) and in order to conduct teleconference meetings not subject to the usual Brown Act teleconference rules, the Board will consider the circumstances regarding the state of emergency declared by the Governor regarding the COVID-19 pandemic which continues in existence; and the continued recommendations or impositions by State and local officials to promote social distancing; and whether the continued presence of COVID-19 in the State directly impacts the ability of the Board to meet in person.

**A motion was made / seconded, (Kathy Flaherty / Bob Boesch) to accept Make findings in accordance with AB 361 for teleconferenced meeting. Motion carried.**

**ROLL CALL**

Board Members Present: Vacant, Zone 1; Kory Billings, Chair, Zone 2; Kathy Flaherty, Board Member, Zone 3 and Bob Boesch, Vice Chair, Zone 5

Others Present: Edward Lujano, CEO; Fily Cale, Executive Assistant; Dawnita Castle, CFO; Tom Ebersol, Legal Counsel; Gary Bacom, Public Member and Peter Mojarras, CFHC COO @ 2:02 pm

Absent: Al Peterson, Treasurer, Zone 4 and Jenna Anderson, Legal Counsel

**APPROVAL OF AGENDA**

**A motion was made / seconded, (Bob Boesch / Kathy Flaherty) to approve the March 30, 2023 agenda as posted. Motion carries.**

**PUBLIC COMMENTS**

None.

## APPROVAL OF MINUTES

### A. Approval of February 23, 2023 Board of Directors Meeting, Exhibit 1

Several grammatical corrections were made and one typo was corrected.

**A motion was made / seconded, (Bob Boesch / Kathy Flaherty) to accept the February 23, 2023 Board of Directors Meeting minutes with corrections, Exhibit 1. Motion carries.**

### B. Approval of March 10, 2023 Strategic Planning Minutes, Exhibit 1a

**A motion was made / seconded, (Kathy Flaherty / Bob Boesch) to accept the March 10, 2023 Strategic Planning Meeting minutes as presented, Exhibit 1a. Motion carries.**

## FINANCIAL REPORT

### A. February Chief Financial Officer Report, Exhibit 2

Dawnita Castle reported that the board members had receive an additional three investments; Bloss Facility 'Repairs, Merced Medical Scholarships and Ung Goodwin Trust. The investments did not do great for this month.

The Balance Sheet shows a decrease from the prior month of about \$291,000. This is different from Days Cash on Hand because its excluding investments from Days Cash on Hand. There is also the Merced County Property Tax in \$293,000 last month compared to this month.

For February 2023 the total net loss before depreciation was \$18,241 for the month compare to a net gain of \$64,693; net income after depreciation was a loss of \$79,775. The income statement has a couple of variances; repairs and maintenance of \$2,672 for the backflow cage installation, \$1,350 for re-election and property tax revenue of \$67,000 and loss of marketable securities of \$63,390.

Days Cash on Hand Operating Balance was \$3,064,156 and Cash on Hand did decrease to 624 days.

**A motion was made / seconded, (Bob Boesch / Kathy Flaherty) to approve the February Chief Financial Officer Report, Exhibit 2. Motion carries.**

### C. February Payroll, Electronic Payments & Check Register, Exhibit 3

**A motion was made / seconded, (Bob Boesch / Kathy Flaherty) to accept the February total payroll of \$9,168.92; total accounts payable of \$3,462,247.43 for a grand total disbursement of \$3,471,416.35, Exhibit 4. Motion carries.**

## CHIEF EXECUTIVE OFFICER REPORT

### A. HVAC System at Castle Site

Edward Lujano reported that he has not had any new updates, but it is a six-month process before the blue prints and proposal are ready.

B. HVAC System at Atwater Children's Surgery Center

Edward Lujano asked Carrier to look at the heating and cooling system in the surgery center. Carrier came back with a \$24,982 quote to add a system control within their unit to heat the area, not cooling.

We'll wait after summer and see where we are with the HVAC system and perhaps later this year, the heating portion can be addressed of the temporary system for the surgery center. Maintenance comes in earlier on Mondays to heat the facility and they have been happy with that for now.

C. Castle Site Tree Trimming - RFP

D. Castle Site Floor Plan Design - RFP

Tom Ebersole, Legal Counsel, will review RFPs for Castle Site Tree Trimming and Floor Plan Design. Once they are returned Fily Cale will submit the RFPs for bids.

We had an unannounced visit by the EPA and they tested the generators at Castle, which passed.

Edward Lujano was approached by a couple of people in the community, asking what was happening with the Bloss board. They had an understanding that he was resigning from the Bloss board. He informed them that he was retiring from the Bloss board at the end of the year. He would like to make sure that for the record, he is retiring not resigning.

**OLD BUSINESS / REPORTS**

A. February Castle Family Health Centers, Inc Report, Exhibit 4

Peter Mojarras reported that according to the California Health Department, on April 3, 2023 the mask requirement ends, it becomes optional. The national mandate, which is the complete removal of COVID committees and teams will be removed May 11, 2023.

CFHC has been focused on getting patients back through the door and getting their clinical measures done. As an FQHC, CFHC has to report how they are performing on clinical metrics.

Optometry has been backed up operational, an optometrist was hired and will be joining CFHC on April 10, 2023.

CFHC has also been working with Dignity Hospital. The new president and imaging director will be coming out to CFHC on Thursday, April 6, 2023 and will meet with the providers. Every time a specialist comes to Dignity Hospital, they are coming over to CFHC who is evaluating if there is an opportunity for them to establish a clinic at CFHC to provide services directly to the Atwater patients.

Dr. Andrea French, general surgeon, will be establishing a clinic with CFHC. An orthopedic surgeon will also come out next Wednesday to visit with the providers, and Peter Mojarras hopes to establish a clinic day with him.

CFHC is also working with Stanford to provide econsults with their specialists.



Peter Mojarras is working on recruiting and working with four firms, one in Dallas, TX and the others in southern California. It is difficult to find family practice doctors and they're also recruiting for an optometrist and dentist.

## **NEW BUSINESS**

### A. Blue Cloud Pediatric Surgery Center Lease for Atwater Children's Surgery Center, Exhibit 5

Edward Lujano presented the renewal lease, as the current lease was with David Thompson, which Blue Cloud assumed and will end in May 2023.

Jenna Anderson, Legal Counsel, prepared the renewal lease for five years at \$2.12 per square foot. Blue Cloud is requesting a ten-year lease at \$2.00 per square foot. Edward Lujano is recommending the ten-year lease at \$2.00 square feet.

**A motion was made / seconded, (Bob Boesch / Kathy Flaherty) to accept the 10-year lease starting at \$2.00 square foot and authorize staff to execute said lease, Exhibit 5. Motion carries.**

### B. Request from Juan Martinez for Lease Space for Boxing/Kickboxing Training Exercise, Exhibit 6

Edward Lujano presented a request from Juan Martinez to utilize the West Wing on Wednesday and Friday nights from 6pm to 7pm to teach boxing.

**A motion was made /seconded, (Kory Billings / Kathy Flaherty) to deny the request, Exhibit 6. Motion carries.**

### C. M-D Ventures / Parlier Lease Termination, Exhibit 7

Edward Lujano stated that he had met with Wes Isaac, M-D Ventures and Blue Cloud to tour the empty Parlier facility and address any concerns. Wes Isaac agreed to terminate the lease on March 31, 2023.

A termination letter was sent to Wes Isaac including a final check in the amount of \$175,383.54 releasing BMHD as of March 31, 2023 and 2 facility keys. Blue Cloud will also send BMHD their portion of the lease for the next 9 months as they have also vacated the Parlier facility.

Tom Ebersole, Legal Counsel, recommends obtaining a receiving letter from Wes Isaac once the check has been cashed, confirming he has cashed the check and that the lease is done. Or BMHD may draft a letter to him giving him 10-days if he disagrees with the stated agreement.

### D. New Slate of Officers

Kory Billings stated that with Vivian Passwaters resigning, we need to re-assign positions.

Kory Billings will stay on as Chair, Kathy Flaherty, Vice Chair, Alfonse Peterson will stay on as Treasurer and Bob Boesch, Secretary.

**A motion was made / seconded (Bob Boesch / Kathy Flaherty) to accept the new Slate of Officer. Motion carries.**

E. Sports Physicals

Kory Billings reached out to the athletic directors of both Buhach and Atwater high schools and the superintendent of the elementary school district as to how many students there are that need physicals. Mitchell Senior will need 295; Peggy Heller 135; Bellevue 95; Atwater High 500 – 600 and Buhach High 400 students who will potentially need physicals. If there are 1500 physicals, it will cost roughly \$52,000.

Peter Mojarras mentioned that the numbers will only be about 30% - 40% of that because many will go to their primary care doctor if they have private insurance. CFHC also gets students from other towns because of the pricing. CFHC has to re-evaluate their pricing model for sports physicals as there are concerns for concussions and cardiac matters that occur with students. Physicals may be more involved or in depth for the doctor. Many health centers removed themselves from physicals because it takes more time or they were charging more. CFHC kept their pricing low as a good faith and community effort. A regular medical visit at CFHC costs \$175.

Many years ago, CFHC took a PA and NP to the school grounds and do physicals on campus and this takes a lot of coordination.

Kory Billings added that this past year, Atwater High school pulled in a provider to do on sight physicals, who also charged \$35 for the physical. There is a retiring doctor in the community who may be interested if CFHC is not.

**A motion was made / seconded, (Kory Billings / Bob Boesch) to set aside \$52,000 for sports physicals for the coming year. Motion carries.**

**BOARD MEMBER REPORT REPORTS**

Kory Billings stated that two strategic planning meetings have been held to look at the future growth and changes.

**APPOINTMENTS / CEREMONIAL MATTERS**

A. Strategic Planning Committee Appointments

Kory Billings appointed the following committees.

Task Force with CFHC - Kory Billings and Kathy Flaherty. To meet with CFHC board and discuss the transition so that it goes smoothly.

Job Descriptions - Kathy Flaherty and Bob Boesch. They will put together job descriptions process and systems that will come forward.

Facility Space – Kory Billings and Al Peterson. They will look at vacant space and assess what technology will be needed along with fixtures, furniture, etc. Staff will be brought into phases as needed.

**AGENDA FOR CLOSED SESSION**

None.

**NEXT MEETING DATE**

The next Board of Directors meeting will be held on Thursday, April 27, 2023 at 2:00 pm in the Board Room. Finance Committee will meet at 1:30 pm.

**ADJOURNMENT**

As there was no further business, the meeting was adjourned at 2:49 pm

Respectfully Submitted,

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Fily Cale  
Executive Assistant

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Kory Billings  
Board Chair

**MARCH CHIEF FINANCIAL OFFICER REPORT**

BMHD had a total net gain before depreciation of \$95,254 for the month compared to a net gain of \$66,832 last year. Net income after depreciation was a gain of \$33,720.

Expenses include \$9,743 of SKDSC costs.

The March, Operating Cash Balance was \$2,839,597 and Days Cash On Hand an increased to 717 Days\*. In February the DCH was 624 Days.

\* Days Cash on Hand (DCH) = Operating Cash / Average Daily Expense (excluding depreciation). DCH indicates Bloss's ability to cover operating expenses. The Benchmark for Health Centers is a minimum of 90 Days.

A summary comparison of operations for the month and the prior year is as follows :

	Mar-23	Mar-22	VARIANCE *	%	Y-T-D Mar-23	Y-T-D Mar-22	Y-T-D VARIANCE *	Y-T-D %
Net Patient Revenue	0	0	0	NA	0	0	0	N/A
Other Operating Revenue	142,371	133,970	8,401	NA	1,289,236	1,212,815	76,421	6.30%
Total Net Operating Revenue	142,371	133,970	8,401	NA	1,289,236	1,212,815	76,421	6.30%
Operating Expenses Excluding Depreciation	122,711	94,893	(27,818)	-29.32%	1,206,914	973,703	(233,211)	-23.95%
Net Operating Income (Loss) Before Depreciation	19,660	39,077	(19,417)	49.69%	82,322	239,112	(156,790)	65.57%
Net Non Operating-Gains/Losses								
Gain/Loss on Investments	46,506	10,111	36,396	359.88%	130,146	(30,403)	160,549	-528.06%
Grant Donation Expense	0	(9,076)	(9,076)		(108,145)	(19,876)		
All Other Non-Operating Gains/Losses	29,088	26,720	(2,368)	-8.86%	365,569	378,174	(12,565)	-3.33%
Total Net Non-Operating Income: Losses/Gains	75,594	27,755	(47,840)	-172.37%	387,569	327,895	59,695	18.21%
<b>Total Net Income (Loss) Before Depreciation</b>	<b>95,254</b>	<b>66,832</b>	<b>28,422</b>	<b>42.53%</b>	<b>469,912</b>	<b>567,007</b>	<b>(97,095)</b>	<b>-17.12%</b>
Depreciation Expense	61,535	60,320	1,214	2.01%	546,124	468,650	77,474	16.53%
<b>Net Income (Loss) After Depreciation</b>	<b>33,720</b>	<b>6,512</b>	<b>27,208</b>	<b>417.83%</b>	<b>(76,213)</b>	<b>98,357</b>	<b>(174,569)</b>	<b>-177.49%</b>

\* Note: unfavorable variances are indicated by parenthesis (-).

Bloss Memorial HealthCare District  
 Operations Summary Report  
 Nine Months Ending March 31, 2023

**BMHD FULL TIME EQUIVALENTS SUMMARY :**

(See FTE report included in Financial Reports for detail)

	Mar-23	Mar-22	VARIANCE	%	Y-T-D Mar-23	Y-T-D Mar-22	Y-T-D VARIANCE *	Y-T-D %
EMPLOYEE FTE'S	1.00	1.00	0.00	0.00%	1.00	0.98	(0.02)	1.54%
CONTRACT FTE'S	2.13	3.58	1.45	40.50%	3.32	3.92	0.60	-13.09%
<b>TOTAL FTE'S</b>	<b>3.13</b>	<b>4.58</b>	<b>1.45</b>	<b>31.66%</b>	<b>4.32</b>	<b>4.90</b>	<b>0.58</b>	<b>-9.81%</b>

\* Note: unfavorable variances above are indicated by parenthesis ( ).

Full Time Equivalent - Employees for the month are 0.00% the same as the prior year with 1.00 FTE'S

The major (>1 fte) Total Employee FTE increases for the month are comprised primarily of the following :

Department	Cur. Mo. (Increase) DECREASE	YTD (Increase) DECREASE	Reason
Administration	0.00	0.00	
All other departments < 1 fte var	0.00	0.00	Various departments less than 1 fte variance.

0.00 Brackets () indicate a decrease (favorable) variance

## Bloss Memorial Healthcare District

## Balance Sheet

As of March 31, 2023

04/19/23

Accrual Basis

	Mar 31, 23	Feb 28, 23	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
1001 Cash General Checking	827,289.06	1,054,410.09	-227,121.03	-21.5%
1002 Cash - Payroll	8,699.28	8,699.28	0.00	0.0%
1003 CDSC Cash Gen Chking	0.20	0.20	0.00	0.0%
1005 Cash Laif Savings	2,004,353.58	2,004,232.77	120.81	0.0%
1010 Investment Cap Improv	1,583,216.55	1,578,498.32	4,718.23	0.3%
1010 Investment Grants	1,219,185.67	1,209,093.04	10,092.63	0.8%
1011 NURSING & MD SCHOLARSHIPS	1,514,496.22	1,498,648.60	15,847.62	1.1%
1012 FACILITY MINOR REPAIRS	1,514,431.60	1,498,583.90	15,847.70	1.1%
<b>Total Checking/Savings</b>	<b>8,671,672.16</b>	<b>8,852,166.20</b>	<b>-180,494.04</b>	<b>-2.0%</b>
<b>Accounts Receivable</b>				
1060 Rent Receivable	1,785.00	0.00	1,785.00	100.0%
1063 Prop Tax Receivable	82,471.99	53,504.71	28,967.28	54.1%
1064 CFHC Inc Receivable	114,089.99	0.00	114,089.99	100.0%
<b>Total Accounts Receivable</b>	<b>198,346.98</b>	<b>53,504.71</b>	<b>144,842.27</b>	<b>270.7%</b>
<b>Other Current Assets</b>				
1101 Prepaid Insurance	25,205.65	33,607.52	-8,401.87	-25.0%
1103 Prepaid Rent	19,487.06	19,487.06	0.00	0.0%
1108 Prepaid Expense	176,398.01	33,241.02	143,156.99	430.7%
<b>Total Other Current Assets</b>	<b>221,090.72</b>	<b>86,335.60</b>	<b>134,755.12</b>	<b>156.1%</b>
<b>Total Current Assets</b>	<b>9,091,109.86</b>	<b>8,992,006.51</b>	<b>99,103.35</b>	<b>1.1%</b>
<b>Fixed Assets</b>				
1200 Land	2,205,996.23	2,205,996.23	0.00	0.0%
1219 Land Improvements	69,615.00	69,615.00	0.00	0.0%
1221 Bloss Remodel	832,986.24	832,986.24	0.00	0.0%
1221 Bloss Building and Improve	22,080,886.99	22,080,886.99	0.00	0.0%
1221 Castle Build and Impr	1,537,349.44	1,537,349.44	0.00	0.0%
1221 Castle Remodel	126,551.17	126,551.17	0.00	0.0%
1224 Park Lot & Improve	138,713.06	138,713.06	0.00	0.0%
1225 Communication Lines	452,828.86	452,828.86	0.00	0.0%
1225 Equipment Fixed	1,275,186.93	1,275,186.93	0.00	0.0%
1230 Leasehold Improvement	99,810.62	99,810.62	0.00	0.0%
1241 Equipment Major Move	4,655,179.59	4,655,179.59	0.00	0.0%
1241 Meditech Hardware	223,352.74	223,352.74	0.00	0.0%
1241 Meditech Implement	222,215.72	222,215.72	0.00	0.0%
1242 Equipment Minor	496,192.45	496,192.45	0.00	0.0%
1242 Meditech Software	277,371.76	277,371.76	0.00	0.0%
1261 Accum Depr Land Impr	-163,260.97	-162,287.77	-973.20	-0.6%
1271 Accum Depr Build & Im	-11,711,130.42	-11,653,773.05	-57,357.37	-0.5%
1275 Accum Dep Fixed Equip	-2,068,906.71	-2,068,368.35	-538.36	0.0%
1280 Accum Dep Lease Imp	-42,484.96	-42,243.21	-241.75	-0.6%
1291 Accum Major Move	-4,570,932.74	-4,569,072.02	-1,860.72	0.0%
1292 Accum Dep Minor Equip	-581,650.05	-581,086.72	-563.33	-0.1%
<b>Total Fixed Assets</b>	<b>15,555,870.95</b>	<b>15,617,405.68</b>	<b>-61,534.73</b>	<b>-0.4%</b>
<b>Other Assets</b>				
1510 UNG Goodwin Trust	265,525.44	262,727.31	2,798.13	1.1%
<b>Total Other Assets</b>	<b>265,525.44</b>	<b>262,727.31</b>	<b>2,798.13</b>	<b>1.1%</b>
<b>TOTAL ASSETS</b>	<b>24,912,506.25</b>	<b>24,872,139.50</b>	<b>40,366.75</b>	<b>0.2%</b>

## Bloss Memorial Healthcare District

## Balance Sheet

As of March 31, 2023

04/19/23  
Accrual Basis

	Mar 31, 23	Feb 28, 23	\$ Change	% Change
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
2000 Accounts Payable Vendor	69,947.68	82,057.39	-12,109.71	-14.8%
2020 Accounts Payable Accrual	36,168.30	13,516.22	22,652.08	167.6%
2029 Accounts Payable Other	14,246.09	12,946.09	1,300.00	10.0%
2029 Blue Cloud Payable	745.09	3,186.53	-2,441.44	-76.6%
2029 CFHC Inc Payable	16,335.36	23,005.88	-6,670.52	-29.0%
<b>Total Accounts Payable</b>	137,442.52	134,712.11	2,730.41	2.0%
<b>Other Current Liabilities</b>				
2030 Accrued Salary Wages	4,166.67	4,166.67	0.00	0.0%
2031 Accrued Vacation	18,203.86	17,402.90	800.96	4.6%
2036 FICA Payable	318.81	318.81	0.00	0.0%
2038 Pension Plan Accrual	3,658.31	3,241.65	416.66	12.9%
2039 Other Payroll Payable	99.04	198.04	-99.00	-50.0%
<b>Total Other Current Liabilities</b>	26,446.69	25,328.07	1,118.62	4.4%
<b>Total Current Liabilities</b>	163,889.21	160,040.18	3,849.03	2.4%
<b>Long Term Liabilities</b>				
2570 UNG GOODWIN TRUST	265,525.44	262,727.31	2,798.13	1.1%
<b>Total Long Term Liabilities</b>	265,525.44	262,727.31	2,798.13	1.1%
<b>Total Liabilities</b>	429,414.65	422,767.49	6,647.16	1.6%
<b>Equity</b>				
2310 Capital BMHCD	4,240,460.11	4,240,460.11	0.00	0.0%
2330 Donated Capital	20,318,844.00	20,318,844.00	0.00	0.0%
Net Income	-76,212.51	-109,932.10	33,719.59	30.7%
<b>Total Equity</b>	24,483,091.60	24,449,372.01	33,719.59	0.1%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>24,912,506.25</b>	<b>24,872,139.50</b>	<b>40,366.75</b>	<b>0.2%</b>



## Bloss Memorial Healthcare District

## Profit &amp; Loss

March 2023

04/19/23

Accrual Basis

	Mar 23	Feb 23	\$ Change	% Change
Ordinary Income/Expense				
Income				
5779 Rental Income	142,370.91	142,270.91	100.00	0.1%
Total Income	142,370.91	142,270.91	100.00	0.1%
Gross Profit	142,370.91	142,270.91	100.00	0.1%
Expense				
6000 Management and Supervision	8,333.34	8,333.34	0.00	0.0%
6010 Fica	637.50	637.50	0.00	0.0%
6011 Unemployment Insurance	400.00	400.00	0.00	0.0%
6014 Life Insurance	0.00	835.00	-835.00	-100.0%
6015 Pension Plan	416.66	416.66	0.00	0.0%
6018 Vacation Expense	800.96	800.96	0.00	0.0%
6022 Consultig & MGT	3,357.15	1,644.99	1,712.16	104.1%
6024 Accounting/AudIt	900.00	900.00	0.00	0.0%
6026 Other Contracted Services	13,786.71	20,260.87	-6,474.16	-32.0%
6046 Office Supplies	-85.53	80.52	5.01	6.2%
6062 Repairs & MTC	323.60	8,147.15	-7,823.55	-96.0%
6064 Management Services	900.00	300.00	600.00	200.0%
6069 Other Purchased Services	44,411.64	35,549.30	8,862.34	24.9%
6071 Deprec-Land & Improvements	973.20	973.14	0.06	0.0%
6072 Deprec-Buildings and Impro	57,339.36	57,338.97	0.39	0.0%
6073 Deprec-Leasehold Improv	259.76	259.76	0.00	0.0%
6074 Deprec-Equipment	2,962.41	2,962.34	0.07	0.0%
6075 SKDSCBuilding Rent Expense	9,743.06	9,743.06	0.00	0.0%
6077 Electricity	16,287.22	18,607.57	-2,320.35	-12.5%
6077 Radiology Electricity	127.44	147.70	-20.26	-13.7%
6078 Natural Gas	8,914.26	16,186.07	-7,271.81	-44.9%
6079 Water	1,441.76	1,644.37	-202.61	-12.3%
6080 SKDSC Utilities-Other	468.74	0.00	468.74	100.0%
6080 Utilities-Other	1,324.80	2,013.14	-688.34	-34.2%
6082 Insurance Expense	8,848.12	8,848.12	0.00	0.0%
6085 Telephone Expense	15.00	222.65	-207.65	-93.3%
6086 Dues and Subscriptions	340.17	1,713.17	-1,373.00	-80.1%
6089 Advertising	800.00	0.00	800.00	100.0%
6090 Bank Service Charges	47.20	47.60	-0.40	-0.8%
Total Expense	184,245.59	199,013.95	-14,768.36	-7.4%
Net Ordinary Income	-41,874.68	-56,743.04	14,868.36	26.2%
Other Income/Expense				
Other Income				
9060 Interest Income	120.81	109.11	11.70	10.7%
9061 Gain on Investments	46,506.18	0.00	46,506.18	100.0%
9160 Property Tax Revenue	28,967.28	39,249.71	-10,282.43	-26.2%
Total Other Income	75,594.27	39,358.82	36,235.45	92.1%
Other Expense				
9030 Loss on Marketable Securit	0.00	62,390.68	-62,390.68	-100.0%
Total Other Expense	0.00	62,390.68	-62,390.68	-100.0%
Net Other Income	75,594.27	-23,031.86	98,626.13	428.2%
Net Income	33,719.59	-79,774.90	113,494.49	142.3%

MARCH PAYROLL, ELECTRONIC PAYMENTS  
& CHECK REGISTER

Bloss Memorial Healthcare District  
Payroll, Accounts Payable and Funds Disbursements - Summary  
Month of March-23

Payroll		\$9,267.92
<b>Total Payroll</b>		<u><u>\$9,267.92</u></u>
Accounts Payable:		
A/P Checks	<u>\$254,642.22</u>	<u>\$254,642.22</u>
<b>BLOSS</b>		
Auto Debits	\$47.20	
Total Auto Debits and Electronic Transfers	<u>\$47.20</u>	<u>\$47.20</u>
Electronic Payments	<u>\$147.70</u>	<u>\$147.70</u>
<b>Total Accounts Payable</b>		<u><u>\$254,837.12</u></u>
<b>Grand Total Disbursements</b>		<u><u>\$264,105.04</u></u>

BLOSS	Payroll Disbursements for		March-23
	Payroll dated		
Earnings	03/05/23	03/20/23	Total
Regular	-	-	-
Overtime			-
Vacation			-
Sick			-
Holiday			-
Salary	4,166.67	4,166.67	8,333.34
Double Time			-
Call In			-
On Call			-
Other			-
			-
Total	4,166.67	4,166.67	8,333.34
			-
Deductions			-
FICA (+)	318.75	318.75	637.50
Insurance (-)			-
Emp Deduction(-)/Reimb(+)			-
Christmas Fund (-)			-
Process Fee (+)	198.04	99.04	297.08
			-
Total	516.79	417.79	934.58
			-
			-
Net Payroll	\$ 4,683.46	\$ 4,584.46	9,267.92

**Bloss Memorial Healthcare District**  
**Check Detail**  
March 2023

Type	Num	Date	Name	Paid Amount
Bill Pmt -Check	39783	03/03/2023	Merced Irrigation District	
Bill	FEB23-1302-00	02/23/2023		<u>-13,610.32</u>
TOTAL				-13,610.32
Bill Pmt -Check	39784	03/08/2023	Blue Cloud	
Bill	BLUCRSPYT-030823	03/08/2023		<u>-3,186.53</u>
TOTAL				-3,186.53
Bill Pmt -Check	39785	03/13/2023	A-1-A/Preston's Lock Shop	
Bill	25223	02/28/2023		<u>-14.89</u>
TOTAL				-10.00
Bill Pmt -Check	39786	03/13/2023	Billmans Cool Roofing Company, Inc.	
Bill	P4223-01	02/16/2023		<u>-320.00</u>
TOTAL				-320.00
Bill Pmt -Check	39787	03/13/2023	Central Valley Disposal	
Bill	00895649	02/27/2023		<u>-628.87</u>
TOTAL				-628.87
Bill Pmt -Check	39788	03/13/2023	Chemsearch	
Bill	8105650	02/11/2023		<u>-578.52</u>
TOTAL				-578.52
Bill Pmt -Check	39789	03/13/2023	Equifax Workforce Solutions LLC	
Bill	2054259962	02/28/2023		<u>-301.49</u>
TOTAL				-301.49
Bill Pmt -Check	39790	03/13/2023	Guardco	
Bill	14790	02/28/2023		<u>-8,796.45</u>
TOTAL				-6,123.60
Bill Pmt -Check	39791	03/13/2023	Kathleen Flaherty	
Bill	FEB23-BRDMTG	02/28/2023		<u>-100.00</u>
TOTAL				-100.00
Bill Pmt -Check	39792	03/13/2023	Kory Billings	
Bill	FEB23-BRDMTG	02/28/2023		<u>-100.00</u>
TOTAL				-100.00
Bill Pmt -Check	39793	03/13/2023	Natural Gardens	

**Bloss Memorial Healthcare District**  
**Check Detail**  
March 2023

Type	Num	Date	Name	Paid Amount
Bill	2266	02/16/2023		-2,505.00
Bill	2265	02/16/2023		-765.00
TOTAL				-3,270.00
Bill Pmt -Check	39794	03/13/2023	Octane Advertising Design	
Bill	web1010	02/06/2023		-400.00
Bill	web1042	03/06/2023		-400.00
TOTAL				-800.00
Bill Pmt -Check	39795	03/13/2023	PG&E	
Bill	FEB23-2162-5	02/28/2023		-5,011.02
TOTAL				-2,803.78
TOTAL				-7,814.80
Bill Pmt -Check	39796	03/13/2023	Republic Services #917	
Bill	0917-001718267	03/06/2023		-48.40
TOTAL				-48.40
Bill Pmt -Check	39797	03/13/2023	Robert Boesch	
Bill	FEB23-BRDMTG	02/28/2023		-100.00
TOTAL				-100.00
Bill Pmt -Check	39798	03/13/2023	Secretary of State	
Bill	CHKRQST-022723	03/06/2023		-1.00
TOTAL				-1.00
Bill Pmt -Check	39799	03/13/2023	West Coast Gas Company, Inc.	
Bill	FEB23-1182-2	03/01/2023		-13,368.52
TOTAL				-13,368.52
Bill Pmt -Check	39800	03/23/2023	M-D Ventures	
Bill	CHKRQST-032323	03/23/2023		-175,383.54
TOTAL				-175,383.54
Bill Pmt -Check	39801	03/24/2023	City of Atwater	
Bill	MAR23-020161-000	03/01/2023		-654.34
Bill	MAR23-010448-000	03/01/2023		-1,241.26
TOTAL				-468.74
TOTAL				-2,364.34
Bill Pmt -Check	39802	03/24/2023	Clark	
Bill	32872547	03/10/2023		-515.00
TOTAL				-515.00
Bill Pmt -Check	39803	03/24/2023	Hoffman Security	

**Bloss Memorial Healthcare District**  
**Check Detail**  
March 2023

Type	Num	Date	Name	Paid Amount
Bill	612895	03/01/2023		-233.95
				-466.95
TOTAL				-700.90
Bill Pmt -Check	39804	03/24/2023	Johnson Controls	
Bill	89630800	03/13/2023		-487.13
TOTAL				-487.13
Bill Pmt -Check	39805	03/24/2023	Merced Commercial Sweeping	
Bill	023469	03/14/2023		-420.00
TOTAL				-420.00
Bill Pmt -Check	39806	03/24/2023	Merced Irrigation District	
Bill	MAR23-1302-00	03/14/2023		-11,599.23
Bill	MAR23-1303-00	03/14/2023		-127.44
TOTAL				-11,726.67
Bill Pmt -Check	39807	03/24/2023	Vanguard Cleaning Systems of the Central	
Bill	61432	03/14/2023		-3,425.00
TOTAL				-3,425.00
Bill Pmt -Check	39808	03/31/2023	Beta Healthcare Group	
Bill	BL-220358011	03/31/2023		-446.25
TOTAL				-446.25
			<b>Grand Total</b>	<b>-254,642.22</b>

Bloss Memorial Healthcare District  
March-23

**Bloss Electronic Transfers**

**Bloss Auto Debits**

Bank Fees - Bloss

**Total**

47.20

**47.20**

**Bloss Electronic Payments**

MID Payment

**Total**

147.70

**147.70**

**Grand Total**

**\$194.90**



CASTLE FAMILY HEALTH CENTERS, INC REPORT

Castle Family Health Centers Inc.  
 Operations Summary Report  
 Nine Months Ending March 31, 2023

Total encounters for the month are 13,684 compared to 14,150 last year 3.29% decrease.

Department	Mar-23	Mar-22	VARIANCE	%	Y-T-D Mar-23	Y-T-D Mar-22	Y-T-D VARIANCE *	Y-T-D %
Castle Clinic	5,570	5,242	328	6.26%	44,367	49,444	(5,077)	-10.27%
Specialty Clinic	1,100	1,296	(196)	-15.12%	8,770	8,932	(162)	-1.81%
Bloss Clinic	948	995	(47)	-4.72%	6,549	7,015	(466)	-6.64%
Winton Clinic	1,187	1,486	(299)	-20.12%	11,741	10,925	816	7.47%
Urgent Care	407	379	28	7.39%	4,232	8,511	(4,279)	-50.28%
Lab	2,091	2,233	(142)	-6.36%	16,180	19,501	(3,321)	-17.03%
Radiology	930	957	(27)	-2.82%	6,953	6,012	941	15.65%
Behavioral Health	405	333	72	21.62%	3,410	2,295	1,115	48.58%
Optometry	85	343	(258)	-75.22%	882	3,499	(2,617)	-74.79%
Winton Dental	528	480	48	10.00%	3,457	2,755	702	25.48%
Castle Dental	429	368	61	16.58%	3,787	1,746	2,041	116.90%
Castle Cosmetics	4	38	(34)	-89.47%	109	139	(30)	-21.58%
<b>TOTAL ENCOUNTERS</b>	<b>13,684</b>	<b>14,150</b>	<b>(466)</b>	<b>-3.29%</b>	<b>110,437</b>	<b>120,774</b>	<b>(10,337)</b>	<b>-8.56%</b>

March-23 Working Days 23  
 March-22 Working Days 22

RENEWAL OF  
CASTLE FAMILY DENTAL RENTAL SPACE

SUPPLEMENT TO LEASE  
EXHIBIT "E" TO AFFILIATION AGREEMENT

BLOSS MEMORIAL HEALTHCARE DISTRICT, a public entity, and CASTLE FAMILY HEALTH CENTERS, INC., a California Corporation, do hereby supplement their Lease Agreement for premises located at Castle as follows:

Commencing September 1, 2021, CASTLE FAMILY HEALTH CENTERS, INC shall lease an additional four hundred and forty-three square feet (443) prior VA office at a rate of (\$1.23 per square foot) from BLOSS MEMORIAL HEALTHCARE DISTRICT. Rent shall be in the sum of Five Hundred and Forty-Four Dollars and Eighty-Nine Cents (\$544.89) per month. This additional space will be used as a call center by Castle. Bloss will remodel the requested area to accommodate this new line of service and Castle will be responsible to furnish said area with equipment to provide a call center.

Commencing November 1, 2021, CASTLE FAMILY HEALTH CENTERS, INC shall lease an additional five hundred and ninety six square feet (596) prior CCDS reception office at a rate of (\$1.23 per square foot) from BLOSS MEMORIAL HEALTHCARE DISTRICT. Rent shall be in the sum of Seven Hundred and Thirty Three Dollars and Eight Cents (\$733.08) per month. This additional space will be used as a new administration entrance by Castle. Bloss will remodel the requested area to accommodate this new line of service and Castle will be responsible to furnish said area with equipment.

NOW, THEREFORE, it is mutually agreed that the Lease between the parties includes a total of 76,920 square feet at the Castle premises (which includes the new leased space above) and 9,790 square feet at the Grove Avenue premises expiring June 30, 2025 with the exception of 3,936 square feet at the Castle premises (new Dental Wing) which expires June 30, 2023.

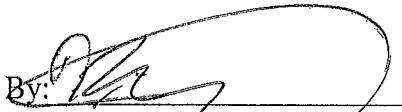
This Supplement to Lease shall be subject to all other terms and conditions as set forth in the original LEASE AGREEMENT (Exhibit B to Affiliation Agreement) and subsequent term extensions.

Dated: 8/26/21

Dated: 8-26-21

BLOSS MEMORIAL  
HEALTHCARE DISTRICT

CASTLE FAMILY HEALTH CENTERS  
INC

By:   
Kory Billings, Chair  
Board of Directors

By:   
Dorothy Bizzini, Chair  
Board of Directors

**AMENDMENT 1 TO SUPPLEMENT TO LEASE  
EXHIBIT "D" TO AFFILIATION AGREEMENT**

THIS Amendment to the Supplement to Lease Exhibit "D" to the Affiliation Agreement ("Agreement") is executed by and between Bloss Memorial Healthcare District, a California public entity and Castle Family Health Centers, Inc., a California Corporation, related to the additional three thousand nine hundred thirty six square feet (3,936) of rental space by Castle Family Health Centers, Inc.

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement.

**MODIFICATIONS:**

- 1). The first paragraph of the "Supplement to Lease Exhibit "D" to Affiliation Agreement" is amended to read as follows:

Commencing August 1, 2021, CASTLE FAMILY HEALTH CENTERS, INC shall lease an additional three thousand nine hundred thirty-six square feet (3,936) (\$1.37 per square foot) from BLOSS MEMORIAL HEALTHCARE DISTRCT. Rent shall be in the sum of Five Thousand Three Hundred Ninety-Two Dollars and Thirty-Two Cents (\$5,392.32). This additional space will be used to provide dental services by CASTLE FAMILY HEALTH CENTERS, INC. BLOSS MEMORIAL HEALTHCARE DISTRICT will remodel the requested area to accommodate this new line of service and CASTLE FAMILY HEALTH CENTERS, INC. will be responsible to furnish said area with equipment to provide dental care.

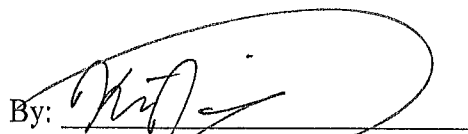
Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Dated: 6/24/21

Dated: 6-24-21

BLOSS MEMORIAL  
HEALTHCARE DISTRICT

CASTLE FAMILY HEALTH CENTERS, INC

By:   
Kory Billings, Chair  
Board of Directors

By:   
Dorothy Bizzini, Chair  
Board of Directors

RFP FOR  
ARCHITECTURAL INTERIOR FLOOR PLAN DESIGN

Golden Valley Engineering & Surveying	\$35,000
TMD Drafting Services, LLC	\$31,500

GOLDEN VALLEY  
ENGINEERING &  
SURVEYING



April 19, 2023

Re: Bloss House Memorial District Floor Plan

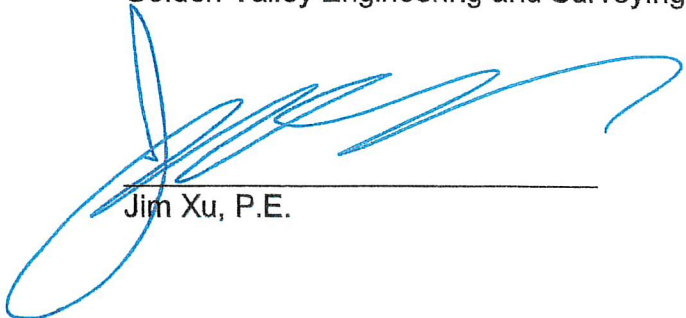
We appreciate the opportunity to submit this proposal to provide as-built floor plans for the above referenced project as follows:

**Total: \$35,000.00**  
Prevaling Wage DIR# 1000031037

- Field measure existing floor plan
- Review existing floor plans and CAD files
- Provide layout of client's current premises showing interior walls, open areas, door swings, demising walls, corridor partitions and exterior window walls in relationship to the building core and entire floor plan
- Provide location and accurate size of columns and other building features shall also be shown on the space plan
- Provide names and sizes of all rooms contained on the space plan

If you have any questions regarding this proposal, please contact us at your convenience.

Sincerely,  
Golden Valley Engineering and Surveying



\_\_\_\_\_  
Jim Xu, P.E.

Accepted By: \_\_\_\_\_ Dated: \_\_\_\_\_



TMD DRAFTING SERVICES,  
LLC

# TMD Drafting Services, LLC.

**Mr. Tony Deziga**

*Professional Draftsman*

935 Wake Forest Ct.

Merced, Ca. 95348

(209) 777-9243

Email: tmd5591@comcast.net

www.tmd-draftingsrvcs.net

## **BLOSS MEMORIAL HEALTHCARE DISTRICT**

3605 Hospital Road, Atwater, Ca. 95301

Date: 04/17/2023

### **Bid Proposal**

*We are happy to have chosen to have our company be part of this project. The duties that will be done here will be the efforts of the company to (1) redraw all drawings that are necessary and value to the importance and necessities to the project. (2) Make all blueprints available for review by the client, staff and contractors for any changes. (3) Site visits, to attain the necessary information available to our draftsman so the information is correct when drawing the areas under new remodel. (4) Working with staff members and contractors to meet any concerns they may have during the development of the blueprints.*

### ***Project Description:***

- 1. Converting of 21-Original Architectural Floor Plan, Sections A1-A21, Blueprint to AutoCAD Software.*
- 2. Site Visit*
- 3. Measurements needed.*
- 4. Remodel of sections that are upgraded from original drawings.*
- 5. Consultation visits with administrator and staff.*
- 6. Set of New Revised Architectural Blueprints Sections A1-A21.*

### **Prevailing Wage's-California &TMD Drafting Services, LLC.**

Senior Draftsman

Prevailing Wages.....\$100-\$200/hr.

Draftsman Apprentice

Prevailing Wages.....\$28.04/hour

**Drafting Hours**

Each sheet – Man hours

210 hr.'s Redraw Existing Plans

Week 1

Mon. ....8 hr.'s per day  
Tues. ....8 hr.'s per day  
Weds. ....8 hr.'s per day  
Thurs. ....8 hr.'s per day  
Fri's. ....8 hr.'s per day

Week 2

Mon. ....8 hr.'s per day  
Tues. ....8 hr.'s per day  
Weds. ....8 hr.'s per day  
Thurs. ....8 hr.'s per day  
Fri's. ....8 hr.'s per day

Week 3

Mon. ....8 hr.'s per day  
Tues. ....8 hr.'s per day  
Weds. ....8 hr.'s per day  
Thurs. ....8 hr.'s per day  
Fri's. ....8 hr.'s per day

Week 4

Mon. ....8 hr.'s per day  
Tues. ....8 hr.'s per day  
Weds. ....8 hr.'s per day  
Thurs. ....8 hr.'s per day  
Fri's. ....8 hr.'s per day

Week 5

Mon. ....8 hr.'s per day  
 Tues. ....8 hr.'s per day  
 Weds. ....8 hr.'s per day  
 Thurs. ....8 hr.'s per day  
 Fri's. ....8 hr.'s per day

Week 6

Mon. ....8 hr.'s per day  
 Tues. ....8 hr.'s per day  
 Weds. ....8 hr.'s per day  
 Thurs. ....8 hr.'s per day  
 Fri's. ....8 hr.'s per day

**TOTAL: \$31,500.00**

**Down payment: 18,900.00**

Authorize Initial: _____
-----------------------------

**OWNERSHIP OF DRAWINGS**

All drawings of the project shall be and remain the property of TMD Drafting Services, LLC. per copyright law of the United States of America, Title 17 of the United States Code 1301(b) (1).

*[A design is "original" if it is the result of the designer's creative endeavor that provides a distinguishable variation over prior work pertaining to similar articles which is more than merely trivial and has not been copied from another source.]*

**ARTICAL I**

Down payment is due before plans can be started and the total fee is non-refundable. Balance is due once drawings are completed by the draftsman.

All field visits will be charged \$200.00 per.hr. (U.O.N.) The client shall pay such invoices upon receipt. Invoices not paid within ten (5) days of the invoice date shall be subject to a late payment charge of 15% per month. The invoices amounts shall be presumed to be correct unless the client notifies the draftsman/designer in writing within ten (5) days of receipt. Personnel check if returned with insufficient funds will be billed 25% of original amount plus penalties. If either party terminates services of the consultant, the owner will be billed at the rate of Two Hundred Dollars (\$200.00) per.hr. based on the hours completed at the time of termination.

Authorize Initial: _____
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The client agrees to pay all attorney fees and costs necessary to collect on past due accounts and in the case of any copyright infringement on plans not of originality in nature will be the sole responsibility of the client/owner of said project. The client/owner will agree not to hold draftsman/designer responsible for copies of designs and other design plans he/she has presented to the draftsman/designer for the purpose of doing his/her project or any lawsuits. In the event of a lawsuit, client will be responsible to pay for all attorney fees and amounts associated with the lawsuit.

**ARTICAL II**

If the client fails to pay an invoice when due, the draftsman may suspend all services until such invoice is paid in full. If payment in full is not made within five (5) days of the invoice date, the draftsman may treat such nonpayment as a material breach of this agreement by the client and may terminate this agreement. Drawing plan will be put on hold and will not be used without authorization of draftsman/designer.

**ARTICLE III**

The draftsman shall perform its services in the manner consistent with the standard of care and skill ordinarily exercised in the time the services are performed.

**ARTICLE IV**

Services provided under this agreement, including all reports, information or recommendations prepared or issued by the draftsman, are for exclusive use of the client for the project specified. No other use is authorized under this agreement. The client will not distribute or convey the draftsman's reports or recommendations to any other person or organization other than those identified in the project description without the draftsman's written authorization.

**ARTICLE V**

The draftsman's drawings, and other similar documents are instruments of professional service. The draftsman reserves the right to copyright such documents: however, such copyrights is not intended to limit the client's use of the services provided under this agreement.

**ARTICLE VI**

The client is also responsible in furnishing the draftsman accurate information. The client will transmit immediately to the draftsman any new information that becomes available or any changes in products. The client releases the draftsman from any liability from any incorrect advice, judgment or decision based on any inaccurate information furnished by the client. The client agrees to defend, protect, and hold harmless of the draftsman from all claims, liabilities, damages, or expenses arising, in whole or in part, from such information.

**ARTICLE VII**

The draftsman/designer is not responsible for the completion or quality of work that is dependent upon or performed by the client or third parties not under the direct control of the draftsman. Nor is the draftsman responsible for their acts or omissions or for any damages resulting there from the inaccuracy of information given.

Authorize Initial: _____
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**ARTICLE VIII**

Neither the client nor any other person may change or modify the draftsman work product without the draftsman written authorization. The client releases the draftsman/designer from any liability and agrees to defend, indemnify, protect, and hold harmless the draftsman from all claims, liabilities, damages, or expenses arising, in whole or in part, from such unauthorized changes or modifications.

**ARTICLE IX**

The client waives any claims against the draftsman and agrees to defend, protect, and hold harmless the draftsman from all claims, liabilities, damages, or expenses, including but not limited to delay of the project.

**ARTICLE X**

If, during performance of this agreement, conditions or circumstances are discovered which were not contemplated by the draftsman at the commencement of this agreement, the draftsman shall notify the client of the newly discovered conditions or circumstances, and the client and the draftsman shall re-negotiate, in good faith, the terms and conditions of this agreement. If amended terms and conditions cannot be agreed upon within (10) days after notice, the draftsman may terminate.

**ARTICLE XI**

This agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. The terms of this agreement will prevail over any different or additional terms. Any modifications and amendments are subject to change under the authorization of T M D Drafting Services, LLC. only.

**Acknowledgement**

The client acknowledges that he/she has read and agrees to the "General Conditions" stipulated here in this contract.

If the contract is acceptable, please sign below.

Authorize Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Date: \_\_\_\_\_



RFP FOR  
TREE TRIMMING

Anderson Tree Service, Inc	\$43,900
Joe's Landscaping and Concrete, Inc	\$79,499
Ward Brothers	\$58,200



ANDERSON TREE SERVICE,  
INC



**Proposal/Contract**  
 PO Box 150  
 Merced, CA 95341-0150  
 (209) 726-9634  
 andersontreesvc1@gmail.com  
 andersontreeserviceinc.com

Insured PL & PD  
 Calif. Contr.  
 Lic#851661



Name: Bloss Memorial Address: Same  
 Address: 3605 Hospital Rd. Atwater Start Date: TBD  
 Phone No. 209-617-0346 Rick Phone No. Same

Anderson Tree Service, Inc. proposes to furnish the materials and perform the labor necessary for the completion of:

**Front of property:** remove dead Pine, elevate and remove lateral weight off 6 Pines along neighboring fence line, remove leaning Pine, remove Cottonwood on fence line, trim large Eucalyptus, trim Elm, trim 2 Silver Dollar Eucalyptus, remove large dying Raywood Ash, trim 4 parking lot Raywood Ash, trim 7 Pistache, trim 2 Alders, **Left side of building:** trim 8 large Raywood Ash, trim 1 Alder, **Rear of building:** trim 7 Alders, trim Pistache, remove 2 large Bull Pines, trim Chinese Elm, trim 4 large Eucalyptus and trim large Pine by shop, remove Black Locust on pathway, pollard large Alder in picnic area, grind stump, remove 2 dead Pistache, remove Pine in parking lot area dropping limbs, grind all stumps of removed trees, haul away all brush and debris

**For the sum of: \$43,900**

- **Anderson Tree Service, Inc.** reserves the right to deem this proposal void if not executed in full by both parties within thirty (30) days of the date written below.
- **Acceptance of Proposal:** After consideration and evaluation of this proposal, I hereby engage Anderson Tree Service, Inc. to provide the services set forth above and agree to be bound by the terms and conditions attached hereto.
- **Terms of Payment:** All accounts are payable upon receipt of invoice, unless otherwise indicated above. A service charge of 18% per month will be added to accounts not fully paid fourteen (14) days subsequent to the invoice date.

Submitted by: Ken Anderson Submitted by:  Ken Anderson  
Print Name Signature

Accepted by: \_\_\_\_\_ Accepted by:  \_\_\_\_\_  
Print Name Signature

Date: \_\_\_\_\_ Initial: \_\_\_\_\_

I have read and agree to the terms and conditions (see back)

*Safe, Quality Tree Work!*

TERMS AND CONDITIONS

*The following Terms and Conditions are a part of the confirmation of the work to be performed by Anderson Tree Service, Inc. and with the information on the attached Proposal/Contract, constitute the entire contract.*

**Performance:** Work crews shall arrive at the job site unannounced unless otherwise noted herein. Anderson Tree Service, Inc. shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control.

**Workmanship:** All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment.

**Alteration or Change Order:** Any deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All applicable parties shall mutually agree upon then charges, including any charges and/or terms and conditions in writing.

**Ownership:** the customer warrants that all trees, plants material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. Anderson Tree Service, Inc. is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

**Guarantee:** All material is guaranteed to be as specific in the attached Proposal/Contract and according to standard practices. However, it is important to note that Anderson Tree Service, Inc. cannot detect or anticipate every condition or event that could occur that would lead to the illness, structural failure or other defect that could lead to a future problem with a tree, nor does Anderson Tree Service, Inc. guarantee the future health or safety of a tree in all circumstances. Tree and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.

**Safety:** The customer agrees not to enter the work area during service unless authorized by the crew leader on-site, for safety reasons.

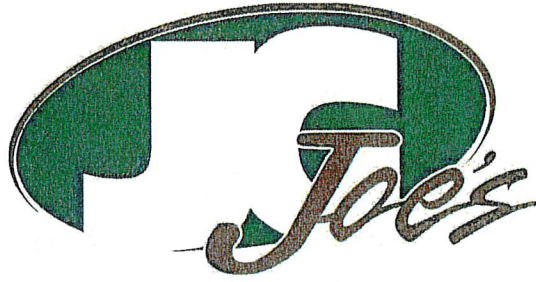
**Clean-up:** Anderson Tree Service, Inc. shall clean job sites daily including removal of all debris.

**Insurance:** Anderson Tree Service, Inc. is insured for person injury and property damage. Proof of insurance can be verified by requesting a copy of our Certificate of insurance.

**Attorney Fees and Costs:** Should any suit be brought by any party against another for the enforcement of any rights of any party against the other, or for assistance in collection of accounts, in collection of accounts, the successful party in such action shall be entitled to receive from the unsuccessful party all costs incurred in connection with such suit, including reasonable allowance for attorneys' fees incurred by the successful party.

Should the customer request to be added as additional insured to Anderson Tree Service, Inc.'s insurance policy, or make any changes to the Terms and Conditions to this Contract which causes any monetary change in insurance premiums, the customer agrees to pay any and all associated costs.

**JOE'S LANDSCAPING AND  
CONCRETE, INC**



**Landscaping & Concrete, Inc.**  
working with you since 1994

Joe's Landscaping and Concrete Inc.  
P.O. Box 883  
Newman, Ca 95360  
Office: (209) 862-2004  
Fax: (209) 862-3331  
Joe@Joeslc.com  
DATE: 04-18-23  
CONTRACTOR'S LIC. #853867

**PROPOSAL 04202023A**

**BLOSS MEMORIAL HEALTHCARE DISTRICT**

3605 HOSPITAL RD.  
ATWATER CA. 95301  
RICK RAMIREZ  
209-617-0346

*We Propose* hereby to furnish material and labor based on the following clarifications, exclusions and price schedule. This project is based on prevailing wage rates.

Payment terms: PROGRESS PAYMENTS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days.

This contract is an agreement between JOE'S LANDSCAPING & CONCRETE, hereinafter referred to as the contractor, and BLOSS MEMORIAL HEALTHCARE DISTRICT hereinafter referred to as the client. Contractor and client hereby promise and agree to the following:

**TREES REMOVAL AND TRIMMING TREES**

1. 13 TREES REMOVE AND STUMP GRINDING
2. 65 TREES TRIMMING

**PROJECT TOTAL LABOR AND MATERIALS.....\$79,499.00**

Prevailing wages are applicable to this project.

# WARD BROTHERS

WARD BROTHERS 390 Pepperdine Court Merced, CA  
95348

uuardytree@gmail.com

# Estimate

## ADDRESS

Bloss Memorial Health,center  
District

ESTIMATE # 1216

DATE 04/17/2023

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ACTIVITY	QTY	RATE	AMOUNT
<b>TREE WORK:TRIM</b> 76 trees were counted on the property. Full cleanup of all job related materials Stumps would be ground of any tree that needs removed We understand that discipline is a prevailing wage job	1	58,200.00	58,200.00
<b>TREE WORK:Address</b> job site address Castle Family Health Center 3605 hospital Road Atwater California 95301	1	0.00	0.00

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TOTAL

**\$58,200.00**

Accepted By

Accepted Date