

BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
3605 Hospital Road, Atwater, CA 95301
BOARD OF DIRECTORS MEETING
BOARD ROOM
Thursday, June 29, 2023
2:00 pm

AMENDED AGENDA FOR PUBLIC SESSION

| | | | |
|--------------|--|----------------------|-----------------------|
| I. | CALL TO ORDER | | |
| II. | ROLL CALL | | |
| | | <u>ACTION</u> | <u>EXHIBIT</u> |
| 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 May 30, 2023 Board of Directors Minutes | * | 1 |
| VI. | FINANCIAL REPORT | | |
| | A. Approval of May 30, 2023 Finance Committee Minutes | * | 2 |
| | B. May District Financials | * | 3 |
| | C. May Payroll, Electronic Payments & Check Register | * | 4 |
| VII. | CHIEF EXECUTIVE OFFICER REPORT | | |
| | A. Chiller at Castle Site | | |
| | B. Accreditation of Atwater Children’s Surgery Center | | |
| | C. RFP’s Update | | |
| VIII. | OLD BUSINESS | | |
| | A. May Castle Family Health Centers, Inc Report | | 5 |
| IX. | NEW BUSINESS | | |
| | A. Approval of FY 2024 Budget | * | 6 |
| | B. Tree Trimming RFP Bids | * | 7 |
| | C. Architectural Interior Floor Plan Design RFP Bids | * | 8 |
| | D. Johnson Controls – (10) 24 vdc Magnetic Door Holders | * | 9 |
| | E. Report on Sports Physicals | | 10 |
| | F. Approval of RFP for FY 2023 Audit | * | 11 |
| X. | BOARD MEMBER REPORTS | | |
| XI. | APPOINTMENTS / CEREMONIAL MATTERS | * | |

XII. AGENDA FOR CLOSED SESSION

Personnel Actions (Code §54957)

XIII. NEXT MEETING DATE

IX. ADJOURNMENT

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 (BMHD)
BOARD OF DIRECTORS MEETING
BOARD ROOM
Tuesday, May 30, 2023
2:00 pm**

CALL TO ORDER

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

ROLL CALL

Board Members Present: Vacant, Zone 1; Kory Billings, Chair, Zone 2; Kathy Flaherty, Vice Chair, Zone 3; Al Peterson, Treasurer, Zone 4 and Bob Boesch, Secretary, Zone 5

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

Absent: Jenna Anderson, Legal Counsel

APPROVAL OF AGENDA

Add under IX. New Business, item C. Brandon Boggs, MD, FAAFP, to assist with sports physicals, he is contracted with Atwater High School.

Under Closed Session, a conversation with legal counsel.

A motion was made / seconded, (Bob Boesch / Kathy Flaherty) to approve the May 30, 2023 agenda with amendment. Motion carries.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

A. Approval of April 27, 2023 Board of Directors Meeting, Exhibit 1

A grammatical correction was made.

A motion was made / seconded, (Bob Boesch / Alfonse Peterson) to accept the April, 2023 Board of Directors Meeting minutes as corrected, Exhibit 1. Motion carries.

FINANCIAL REPORT

A. Approval of April 27, 2023 Finance Committee Minutes, Exhibit 2

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to approve the April 27, 2023 Finance Committee minutes as presented, Exhibit 2. Motion carries.

B. April Chief Financial Officer Report, Exhibit 3

Dawnita Castle reported that for April, BMHD had a total net gain before depreciation of \$729,924 compared to a loss this time last year of \$2,411. Net income after depreciation was a gain of \$668,389, which was mostly due to the Bloss Trust in the amount of \$662,500. She spoke to Tyler Flannigan, Wells Fargo and he stated that the distribution was for a timeline of July 1, 2021 to June 30, 2022, that year was high for investments. One key element is that they have a minimum pay regardless of what the returns are, however, because of the high investments after they did the tax filing they made the quota and were able to give BMHD more.

Expenses includes \$9,743 of Sierra Kings costs.

April Cash Balance did increase \$3,740,757 and Days Cash on Hand increased to 826 days.

YTD BMH had a net profit of \$631,175 and unless the investments take major swings, BMHD should have a profit at the of the year.

A motion was made / seconded, (Alfonse Peterson / Bob Boesh) to approve the April Chief Financial Report, Exhibit 3. Motion carries.

C. April Payroll, Electronic Payments & Check Register, Exhibit 4

A motion was made / seconded, (Bob Boesch / Kathy Flaherty) to accept the April total payroll of \$9,181.92; total accounts payable of \$100,390.24 for a grand total disbursement of \$109,572.16, Exhibit 4. Motion carries.

CHIEF EXECUTIVE OFFICER REPORT

A. Chiller at Castle Site

Edward Lujano reported that the chiller had been fixed at a cost of \$10,000. If it goes out again there is no guarantee that parts can be found. A chiller may be rented at \$10,000 to \$15,000 a month and replacement would be about \$150,000 to \$200,000.

If BMHD does the HVAC, the chiller will go away.

B. Accreditation of Atwater Children's Surgery Center

The surgery center needs to test and ensure that the back up generators will work in the event of a power outage. The power will be shut down this Saturday by maintenance and their electrical engineers will test the red outlets in the surgery center for compliance, a report will be provided at the next board meeting of the results.

C. RFP's Update

Tom Ebersole, Legal Counsel will review and forward the RFP contract language within the next day.

OLD BUSINESS / REPORTS

A. April Castle Family Health Centers, Inc Report, Exhibit 5

Peter Mojarras reported that CFHC is hosting a Back-Pack event on July 14, 2023 from 4pm to 7pm. Five hundred back-packs with school supplies inside will be distributed.

CFHC continues to work with the community and trying to bring in new specialists. Dr. French, general surgeon has started and is seeing a low volume of patients. An orthopedic surgeon will come to CFHC soon. They are also onboarding an LCSW and working with a family practice doctor from the south valley.

CFHC is doing inventory at the former AMG facility, supplies are quite old and will need to be replaced. Services will begin under CFHC the first week of August. Letters will go out to the community and try to hold on to staff. Their staff was not notified and CFHC reached out to them to let them CFHC wanted to hire them, a handful of staff had already left.

Urgent care continues to be very busy and have staffing issues, including clinicians.

B. Renewal of Castle Family Dental Rental Space, Exhibit 6

Kory Billings thanked staff for clarification and getting more information.

Dawnita Castle stated that there had been some confusion with the last one, as Fily Cale had taken the original contracts and put them in there. She updated the contracts as to what the square footage is currently for all of the spaces and the payment. It will increase July 1, 2023 because of the CPI, but this is what CFHC is paying right now.

Kory Billings added that its technically three separate contracts because that's how they leased the space and then needed more space and then more space and this caused three contracts rather than combining them. Dawnita Castle added that CFHC wanted to have it go out to June 30, 2025, but they have different dates. Edward Lujano added that they will all come to an end in June 2025 and merge everything together.

Tom Ebersole, Legal Counsel, added that the lease agreement is fairly straight forward as to the price and the extension. Everything else is staying the same.

A motion was made / seconded, (Alfonse Peterson / Kathy Flaherty) to approve the renewal of the Castle Family Dental rental space and to have Board Chair execute the agreements, Exhibit 6. Motion carries.

NEW BUSINESS

A. Grant Request from CFHC for Sports Physicals, Exhibit 7

Peter Mojarras presented a grant request from CFHC for sports physicals, they are requesting \$30,000 to offer \$60 per physical to about 500 students.

Students will bring in the form from their school to request a sports physical. CFHC has expanded the sports physical for the students, due to students having many concussions and even heart attacks by high school kids because of the type of physical contact they can have in sports such as football. The providers are doing a more comprehensive visit, which is why the increased cost.

Urgent care is quite busy, and the other option is to use the medical coach which has two exam rooms and they can take to the schools. A nurse practitioner or physician assistant would go out to the school grounds.

Kory Billings added that he had spoken to Peter Mojarras and if approved Peter Mojarras will work directly with the high schools to either divide out days or divide days where they will take the van to the high school and help facilitate as much as possible without burning the clientele and staff at CFHC.

Kathy Flaherty added that Merced and Golden Valley High Schools just published that they are having their freshmen orientation night and will be doing sports physicals at orientation. This may be something that CFHC may consider, parents will already be there.

Kory Billings stated that funds have been set aside specifically for Atwater High School students, Buhach Colony High School students, middle school students of Atwater Elementary School District and Winton middle school.

A motion was made / seconded, (Kory Billings / Bob Boesch) to process the grant request with CFHC to provide sports physicals for Atwater High School students, Buhach Colony High School students, Atwater Elementary School District students that are playing schools sports and Winton Middle School students who are playing school sports, Exhibit 7. Motion carries.

Edward Lujano asked for clarification on reporting to the board on how it should be reported and any future funding opportunity. Kory Billings added that extra funding has been set aside and some will be taken by another agenda action. Paperwork with student name and school is to be forward it to Fily Cale. Also, the goal is to request additional funding prior to running out.

B. American Cancer Society Lights of Hope Across America, Exhibit 8

Kathy Flaherty thanked the board for last year's Diamond Sponsorship to the American Cancer Society Light of Hope Across America. She is requesting sponsorship again this year.

The Washington, DC, trip will be held in September this year and she will hold her event in August. The ambassadors are only allowed to bring 20 bags with them on the DC trip to place around the reflecting pool and the Lincoln Memorial. These bags are in honor or in memory of someone who has passed, the money goes to research for a cure for cancer.

Kory Billings added that last year BMHD was spotlighted as a major sponsor in the ACS sponsorship page. Kathy Flaherty stated that across California, BMHD was the highest sponsorship.

Alfonse Peterson asked if the money raised just goes to research. Kathy Flaherty answered that it goes to patient services, research, Hope Lodges where patients and their families can stay near the hospital while receiving treatment.

The sponsorship also provides 150 bags and information will be forwarded to Fily Cale.

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to provide the American Cancer Society with a Diamond Sponsorship in the amount of \$2,500, Exhibit 8. Kathy Flaherty abstained. Motion carried.

C. Brandon Boggs, MD, FAAFP

Kory Billings mentioned that there are providers already doing freshmen sports physicals at Atwater High School and Dr. Boggs is providing those physicals at a cost of \$35 per student.

Edward Lujano added that Dr. Boggs is providing the physicals at the school in the evenings, he is unaware of how Dr. Boggs is collecting the \$35 fee that he is charging. He has a call in to him to see if Dr. Boggs is interested to have BMHD sponsor him to do the Atwater and Buhach schools. We're trying to capture as many students as possible who don't have the means to pay for the physical.

Kory Billings added that the information came to him from the athletic directors at the school that they had already partnered with Dr. Boggs to provide the freshmen sports physicals at orientation.

A motion was made / seconded, (Kory Billings / Kathy Flaherty) to partner with Dr. Boggs for up to 100 sports physicals at the school at \$35 per student. Motion carries.

BOARD MEMBER REPORT

None.

APPOINTMENTS / CEREMONIAL MATTERS

None.

AGENDA FOR CLOSED SESSION

Discussion with Legal Counsel.

NEXT MEETING DATE

The next Board of Directors meeting will be held on Thursday, June 29, 2023 at 2:00 pm in the Board Room.

Kory Billings will not be attending.

ADJOURNMENT

As there was no further business, the meeting adjourned at 2:47 pm went into Closed Session.

The meeting reconvened into public session and adjourned at 2:54 pm. No action taken.

Respectfully Submitted,

Fily Cale
Executive Assistant

Bob Boesch
Board Secretary

**BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
FINANCE COMMITTEE MEETING
BOARD ROOM
Tuesday, May 30, 2023
1:30 p.m.**

Committee: Edward Lujano, CEO; Fily Cale, Executive Assistant; Dawnita Castle, CFO; Alfonse Peterson, Committee Chair and Kory Billings, Committee Member

Others Present: None

Absent: None

CALL TO ORDER

Alfonse Peterson, Committee Chair, called the meeting to order at 1:30 p.m. in the Board Room.

APPROVAL OF AGENDA

A motion was made/seconded, (Edward Lujano / Kory Billings) to approve the May 30, 2023 agenda as presented. Motion carried.

PUBLIC COMMENTS

None.

APPROVAL OF FINANCE COMMITTEE MINUTES

A. April 27, 2023 Finance Committee Minutes, Exhibit 1

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve the April 27, 2023 Finance Committee minutes, as presented, Exhibit 1. Motion carried.

REVIEW OF APRIL DISTRICT FINANCIAL, EXHIBIT 2

Dawnita Castle reported that for the ten months ending in April 30, 2023, BMHD had a gain before depreciation of \$729,924 compared to a loss last year of \$2,411. After net income depreciation was a gain of \$668,389 and recorded in Other Income is the annual Bloss Trust distribution in the amount of \$662,500, there was some concern last month on this amount. She reached out to Tyler Flanigan / Wells Fargo and he stated that the most recent distribution is

based off a time line of July 1, 2021 to June 30, 2022, that was why investments were at an all-time high. BMHD received over the minimum requirement distribution based off the tax filing, which was done. There is a minimum amount that is required to distribute and that would touch the principle, but if you have a little more in gains that makes for a higher distribution.

Also, a meeting will be scheduled for July 2023 to go over the Bloss Trust with Wells Fargo.

Expenses included \$9,743 of Sierra Kings cost. Expenses were up \$13,000 from the prior month, some of the larger expense items were in repairs and maintenance. The annual Johnson Controls Systems for the sprinklers hit expenses in the amount of \$2,700 and there were some tri-shield cellular dialers from Johnson Controls that was out of contract for \$2,114 and Simplex was \$1,300. Also, there was more in electricity and training for Edward Lujano for Special Districts.

Operation cash balance was at \$3,740,757 and Days on Hand increased to 826 days.

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve the Review of April District Financial Statements, Exhibit 1. Motion carried.

WARRANTS & PAYROLL

A. April Payroll, Electronic Payments & Check Register, Exhibit 3

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve the April 2023 Payroll in the amount of \$9,181.92; Accounts Payable in the amount of \$100,390.24 and Check Register of \$109,572.16, Exhibit 3. Motion carried.

OLD BUSINESS

None.

DISCUSSION

Alfonse Peterson commented that the Bloss Trust is at \$24M and they had exceptionally good luck in the last period and paid out \$600,000 plus for 2022.

AGENDA FOR CLOSED SESSION

None.

NEXT MEETING DATE/ADJOURNMENT

The next Finance Committee meeting will be rolled into the next Board of Directors meeting.

As there was no further business, the meeting adjourned at 1:40 pm.

Respectfully Submitted,

Fily Cale
Executive Assistant

Alfonse Peterson
Committee Chair

**BLOSS MEMORIAL HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING
Period Ended May 2023**

Operations Summary Statement (white)

Financial Statements

Prior Month Detail Balance Sheet (**yellow**)

Prior Month Comparison Profit & Loss (**lilac**)

Profit & Loss YTD Comparison (**pink**)

Sierra Kings Dental Surgery Center (**blue**)

BMHD had a total net gain before depreciation of \$31,493 for the month compared to a gain of \$89,995 last year. Net income after depreciation was a loss of \$30,042.

Expenses include \$9,743 of SKDSC costs.

The May, Operating Cash Balance was \$3,992,828 and Days Cash On Hand an increased to 1,181 Days*. In April the DCH was 826 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 :

| | May-23 | May-22 | VARIANCE * | % | Y-T-D May-23 | Y-T-D May-22 | Y-T-D VARIANCE * | Y-T-D % |
|---|----------|---------|------------|----------|-----------------|-----------------|---------------------|------------|
| Net Patient Revenue | 0 | 0 | 0 | NA | 0 | 0 | 0 | N/A |
| Other Operating Revenue | 142,291 | 124,697 | 17,594 | NA | 1,574,192 | 1,472,351 | 101,841 | 6.92% |
| Total Net Operating Revenue | 142,291 | 124,697 | 17,594 | NA | 1,574,192 | 1,472,351 | 101,841 | 6.92% |
| Operating Expenses Excluding Depreciation | 104,834 | 88,877 | (15,957) | -17.95% | 1,470,187 | 1,166,246 | (303,941) | -26.06% |
| Net Operating Income (Loss) Before Depreciation | 37,457 | 35,820 | 1,638 | -4.57% | 104,005 | 306,105 | (202,100) | 66.02% |
| Net Non Operating-Gains/Losses | | | | | | | | |
| Gain/Loss on Investments | (87,491) | 14,735 | (102,226) | -693.76% | 74,241 | (87,601) | 161,842 | -184.75% |
| Grant Donation Expense | 0 | (6,676) | (6,676) | | (108,145) | (94,188) | | |
| All Other Non-Operating Gains/Losses | 81,527 | 46,117 | (35,410) | -76.78% | 1,138,692 | 470,275 | 668,418 | 142.13% |
| Total Net Non-Operating Income: Losses/Gains | (5,964) | 54,176 | 60,140 | 111.01% | 1,104,787 | 348,485 | 756,302 | 217.03% |
| Total Net Income (Loss) Before Depreciation | 31,493 | 89,995 | (58,502) | -65.01% | 1,208,792 | 654,591 | 554,202 | 84.66% |
| Depreciation Expense | 61,535 | 60,416 | 1,119 | 1.85% | 607,659 | 589,482 | 18,177 | 3.08% |
| Net Income (Loss) After Depreciation | (30,042) | 29,579 | (59,621) | -201.56% | 601,133 | 65,109 | 536,025 | 823.27% |

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

Bloss Memorial HealthCare District
 Operations Summary Report
 Eleven Months Ending May 31, 2023

BMHD FULL TIME EQUIVALENTS SUMMARY :

(See FTE report included in Financial Reports for detail)

| | May-23 | May-22 | VARIANCE | % | Y-T-D May-23 | Y-T-D May-22 | Y-T-D VARIANCE * | Y-T-D % |
|--------------------|-------------|-------------|-------------|---------------|-----------------|-----------------|---------------------|---------------|
| EMPLOYEE FTE'S | 1.00 | 1.00 | 0.00 | 0.00% | 1.00 | 1.00 | 0.00 | 1.54% |
| CONTRACT FTE'S | 3.22 | 4.65 | 1.43 | 30.75% | 3.30 | 3.48 | 0.18 | -13.09% |
| TOTAL FTE'S | 4.22 | 5.65 | 1.43 | 25.31% | 4.30 | 4.48 | 0.18 | -9.81% |

* 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 | 0.00 | Brackets () indicate a decrease (favorable) variance |

Bloss Memorial Healthcare District

Balance Sheet

As of May 31, 2023

| | May 31, 23 | Apr 30, 23 | \$ Change | % Change |
|---------------------------------|----------------------|----------------------|-------------------|--------------|
| ASSETS | | | | |
| Current Assets | | | | |
| Checking/Savings | | | | |
| 1001 Cash General Checking | 1,982,854.13 | 1,729,742.58 | 253,111.55 | 14.6% |
| 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 | 2,004,591.33 | 2,004,462.71 | 128.62 | 0.0% |
| 1010 Investment Cap Improv | 1,557,882.40 | 1,593,211.48 | -35,329.08 | -2.2% |
| 1010 Investment Grants | 1,212,613.63 | 1,229,601.61 | -16,987.98 | -1.4% |
| 1011 NURSING & MD SCHOLARSHIPS | 1,502,496.87 | 1,520,019.13 | -17,522.26 | -1.2% |
| 1012 FACILITY MINOR REPAIRS | 1,502,432.15 | 1,520,083.80 | -17,651.65 | -1.2% |
| Total Checking/Savings | 9,771,569.99 | 9,605,820.79 | 165,749.20 | 1.7% |
| Accounts Receivable | | | | |
| 1060 Rent Receivable | 1,785.00 | 0.00 | 1,785.00 | 100.0% |
| 1063 Prop Tax Receivable | 0.00 | 111,439.27 | -111,439.27 | -100.0% |
| 1064 CFHC Inc Receivable | 0.00 | 3,589.19 | -3,589.19 | -100.0% |
| Total Accounts Receivable | 1,785.00 | 115,028.46 | -113,243.46 | -98.5% |
| Other Current Assets | | | | |
| 1101 Prepaid Insurance | 15,367.91 | 23,769.78 | -8,401.87 | -35.4% |
| 1103 Prepaid Rent | 68,201.42 | 77,944.48 | -9,743.06 | -12.5% |
| 1108 Prepaid Expense | 338.17 | 676.30 | -338.13 | -50.0% |
| Total Other Current Assets | 83,907.50 | 102,390.56 | -18,483.06 | -18.1% |
| Total Current Assets | 9,857,262.49 | 9,823,239.81 | 34,022.68 | 0.4% |
| Fixed Assets | | | | |
| 1200 Land | 2,205,996.23 | 2,205,996.23 | 0.00 | 0.0% |
| 1219 Land Improvements | 0.00 | 69,615.00 | -69,615.00 | -100.0% |
| 1221 Bloss Remodel | 0.00 | 832,986.24 | -832,986.24 | -100.0% |
| 1221 Bloss Building and Improve | 1,670,214.68 | 22,080,886.99 | -20,410,672.31 | -92.4% |
| 1221 Castle Build and Impr | 21,028,215.40 | 1,537,349.44 | 19,490,865.96 | 1,267.8% |
| 1221 Castle Remodel | 0.00 | 126,551.17 | -126,551.17 | -100.0% |
| 1224 Park Lot & Improve | 138,713.06 | 138,713.06 | 0.00 | 0.0% |
| 1225 Communication Lines | 13,678.05 | 452,828.86 | -439,150.81 | -97.0% |
| 1225 Equipment Fixed | 131,929.29 | 1,275,186.93 | -1,143,257.64 | -89.7% |
| 1230 Leasehold Improvement | 0.00 | 99,810.62 | -99,810.62 | -100.0% |
| 1241 Equipment Major Move | 0.00 | 4,655,179.59 | -4,655,179.59 | -100.0% |
| 1241 Meditech Hardware | 0.00 | 223,352.74 | -223,352.74 | -100.0% |
| 1241 Meditech Implement | 0.00 | 222,215.72 | -222,215.72 | -100.0% |
| 1242 Equipment Minor | 0.00 | 496,192.45 | -496,192.45 | -100.0% |
| 1242 Meditech Software | 0.00 | 277,371.76 | -277,371.76 | -100.0% |
| 1261 Accum Depr Land Impr | 0.00 | -164,234.17 | 164,234.17 | 100.0% |
| 1271 Accum Depr Build & Im | -9,602,397.85 | -11,768,487.79 | 2,166,089.94 | 18.4% |
| 1275 Accum Dep Fixed Equip | -153,547.37 | -2,069,445.07 | 1,915,897.70 | 92.6% |
| 1280 Accum Dep Lease Imp | 0.00 | -42,726.71 | 42,726.71 | 100.0% |
| 1291 Accum Major Move | 0.00 | -4,572,793.46 | 4,572,793.46 | 100.0% |
| 1292 Accum Dep Minor Equip | 0.00 | -582,213.38 | 582,213.38 | 100.0% |
| Total Fixed Assets | 15,432,801.49 | 15,494,336.22 | -61,534.73 | -0.4% |
| Other Assets | | | | |
| 1510 UNG Goodwin Trust | 263,341.42 | 266,548.32 | -3,206.90 | -1.2% |
| Total Other Assets | 263,341.42 | 266,548.32 | -3,206.90 | -1.2% |
| TOTAL ASSETS | 25,553,405.40 | 25,584,124.35 | -30,718.95 | -0.1% |
| LIABILITIES & EQUITY | | | | |
| Liabilities | | | | |
| Current Liabilities | | | | |
| Accounts Payable | | | | |
| 2000 Accounts Payable Vendor | 31,721.43 | 47,704.22 | -15,982.79 | -33.5% |
| 2020 Accounts Payable Accrual | 23,772.50 | 2,946.12 | 20,826.38 | 706.9% |
| 2029 Accounts Payable Other | 16,846.09 | 15,546.09 | 1,300.00 | 8.4% |

5:53 AM

Bloss Memorial Healthcare District

Balance Sheet

As of May 31, 2023

06/22/23

Accrual Basis

| | May 31, 23 | Apr 30, 23 | \$ Change | % Change |
|--|----------------------|----------------------|-------------------|---------------|
| 2029 Blue Cloud Payable | 3,316.56 | 2,148.24 | 1,168.32 | 54.4% |
| 2029 CFHC Inc Payable | 29,318.65 | 31,087.66 | -1,769.01 | -5.7% |
| Total Accounts Payable | 104,975.23 | 99,432.33 | 5,542.90 | 5.6% |
| Other Current Liabilities | | | | |
| 2030 Accrued Salary Wages | 4,166.67 | 4,166.67 | 0.00 | 0.0% |
| 2031 Accrued Vacation | 15,575.01 | 19,004.82 | -3,429.81 | -18.1% |
| 2036 FICA Payable | 318.81 | 318.81 | 0.00 | 0.0% |
| 2038 Pension Plan Accrual | 4,491.63 | 4,074.97 | 416.66 | 10.2% |
| 2039 Other Payroll Payable | 99.04 | 99.04 | 0.00 | 0.0% |
| Total Other Current Liabilities | 24,651.16 | 27,664.31 | -3,013.15 | -10.9% |
| Total Current Liabilities | 129,626.39 | 127,096.64 | 2,529.75 | 2.0% |
| Long Term Liabilities | | | | |
| 2570 UNG GOODWIN TRUST | 263,341.42 | 266,548.32 | -3,206.90 | -1.2% |
| Total Long Term Liabilities | 263,341.42 | 266,548.32 | -3,206.90 | -1.2% |
| Total Liabilities | 392,967.81 | 393,644.96 | -677.15 | -0.2% |
| Equity | | | | |
| 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 | 601,133.48 | 631,175.28 | -30,041.80 | -4.8% |
| Total Equity | 25,160,437.59 | 25,190,479.39 | -30,041.80 | -0.1% |
| TOTAL LIABILITIES & EQUITY | 25,553,405.40 | 25,584,124.35 | -30,718.95 | -0.1% |

Bloss Memorial Healthcare District

Profit & Loss

06/22/23

May 2023

Accrual Basis

| | May 23 | Apr 23 | \$ Change | % Change |
|---------------------------------|-------------------|-------------------|--------------------|----------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 5779 Rental Income | 142,290.91 | 142,270.91 | 20.00 | 0.0% |
| 5780 Misc Other Operating | 0.00 | 393.64 | -393.64 | -100.0% |
| Total Income | 142,290.91 | 142,664.55 | -373.64 | -0.3% |
| Gross Profit | 142,290.91 | 142,664.55 | -373.64 | -0.3% |
| 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% |
| 6015 Pension Plan | 416.66 | 416.66 | 0.00 | 0.0% |
| 6018 Vacation Expense | -3,429.81 | 800.96 | -4,230.77 | -528.2% |
| 6022 Consultig & MGT | 1,682.38 | 1,368.33 | 314.05 | 23.0% |
| 6023 Legal | 6,621.03 | 0.00 | 6,621.03 | 100.0% |
| 6024 Accounting/Audit | 900.00 | 900.00 | 0.00 | 0.0% |
| 6026 Other Contracted Services | 23,869.22 | 22,914.80 | 954.42 | 4.2% |
| 6043 Food | 0.00 | 292.72 | -292.72 | -100.0% |
| 6046 Office Supplies | 51.50 | 62.20 | -10.70 | -17.2% |
| 6062 Repairs & MTC | 4,911.34 | 6,026.51 | -1,115.17 | -18.5% |
| 6064 Management Services | 400.00 | 600.00 | -200.00 | -33.3% |
| 6069 Other Purchased Services | 23,798.42 | 42,885.92 | -19,087.50 | -44.5% |
| 6071 Deprec-Land & Improvements | 0.00 | 973.20 | -973.20 | -100.0% |
| 6072 Deprec-Buildings and Impro | 58,312.56 | 57,339.36 | 973.20 | 1.7% |
| 6073 Deprec-Leasehold Improv | 259.76 | 259.76 | 0.00 | 0.0% |
| 6074 Deprec-Equipment | 2,962.41 | 2,962.41 | 0.00 | 0.0% |
| 6075 SKDSCBuilding Rent Expense | 9,743.06 | 9,743.06 | 0.00 | 0.0% |
| 6077 Electricity | 21,480.44 | 17,726.72 | 3,753.72 | 21.2% |
| 6077 Radiology Electricity | 0.00 | 147.70 | -147.70 | -100.0% |
| 6078 Natural Gas | -5,937.77 | 9,294.89 | -15,232.66 | -163.9% |
| 6079 Water | 1,188.62 | 1,558.92 | -370.30 | -23.8% |
| 6080 Utilities-Other | 937.48 | 1,387.20 | -449.72 | -32.4% |
| 6082 Insurance Expense | 7,646.35 | 8,466.87 | -820.52 | -9.7% |
| 6083 Tax and Licenses | 176.00 | 0.00 | 176.00 | 100.0% |
| 6086 Dues and Subscriptions | 560.78 | 505.17 | 55.61 | 11.0% |
| 6087 Training | 0.00 | 1,385.00 | -1,385.00 | -100.0% |
| 6089 Advertising | 400.00 | 0.00 | 400.00 | 100.0% |
| 6090 Bank Service Charges | 47.10 | 48.50 | -1.40 | -2.9% |
| Total Expense | 166,368.37 | 197,437.70 | -31,069.33 | -15.7% |
| Net Ordinary Income | -24,077.46 | -54,773.15 | 30,695.69 | 56.0% |
| Other Income/Expense | | | | |
| Other Income | | | | |
| 9040 Bloss Trust | 0.00 | 662,500.00 | -662,500.00 | -100.0% |
| 9060 Interest Income | 128.62 | 109.13 | 19.49 | 17.9% |
| 9061 Gain on Investments | 0.00 | 31,585.98 | -31,585.98 | -100.0% |
| 9160 Property Tax Revenue | 81,398.01 | 28,967.28 | 52,430.73 | 181.0% |
| Total Other Income | 81,526.63 | 723,162.39 | -641,635.76 | -88.7% |
| Other Expense | | | | |
| 9030 Loss on Marketable Securit | 87,490.97 | 0.00 | 87,490.97 | 100.0% |
| Total Other Expense | 87,490.97 | 0.00 | 87,490.97 | 100.0% |
| Net Other Income | -5,964.34 | 723,162.39 | -729,126.73 | -100.8% |
| Net Income | <u>-30,041.80</u> | <u>668,389.24</u> | <u>-698,431.04</u> | <u>-104.5%</u> |

Bloss Memorial Healthcare District Profit & Loss YTD Comparison July 2022 through May 2023

06/22/23

Accrual Basis

| | Jul '22 - May 23 | Jul '21 - May 22 | \$ Change | % Change |
|----------------------------------|---------------------|---------------------|--------------------|---------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 5681 A/P Discounts Taken | 0.00 | 2,925.00 | -2,925.00 | -100.0% |
| 5779 Rental Income | 1,572,364.17 | 1,467,656.64 | 104,707.53 | 7.1% |
| 5780 Misc Other Operating | 1,827.39 | 1,769.39 | 58.00 | 3.3% |
| Total Income | 1,574,191.56 | 1,472,351.03 | 101,840.53 | 6.9% |
| Gross Profit | 1,574,191.56 | 1,472,351.03 | 101,840.53 | 6.9% |
| Expense | | | | |
| 6000 Management and Supervision | 91,666.74 | 96,474.74 | -4,808.00 | -5.0% |
| 6010 Fica | 7,012.56 | 7,380.26 | -367.70 | -5.0% |
| 6011 Unemployment Insurance | 4,400.00 | -3,460.16 | 7,860.16 | 227.2% |
| 6014 Life Insurance | 1,935.00 | 0.00 | 1,935.00 | 100.0% |
| 6015 Pension Plan | 4,491.63 | 4,400.00 | 91.63 | 2.1% |
| 6016 Workers Compensation | 100.35 | 1,004.20 | -903.85 | -90.0% |
| 6018 Vacation Expense | 717.79 | -3,673.56 | 4,391.35 | 119.5% |
| 6022 Consultig & MGT | 21,332.41 | 11,104.09 | 10,228.32 | 92.1% |
| 6023 Legal | 11,912.45 | 5,841.46 | 6,070.99 | 103.9% |
| 6024 Accounting/Audit | 9,900.00 | 9,000.00 | 900.00 | 10.0% |
| 6026 Other Contracted Services | 222,893.10 | 143,875.74 | 79,017.36 | 54.9% |
| 6043 Food | 430.01 | 453.34 | -23.33 | -5.2% |
| 6046 Office Supplies | 902.48 | 788.34 | 114.14 | 14.5% |
| 6049 Other Minor Equipment | 0.00 | 439.50 | -439.50 | -100.0% |
| 6050 Other Non-Medical Supply | 1,868.29 | 4,711.71 | -2,843.42 | -60.4% |
| 6051 Computer Software QB | 0.00 | 2,099.98 | -2,099.98 | -100.0% |
| 6052 Freight on Purchases | 0.00 | -177.31 | 177.31 | 100.0% |
| 6062 Repairs & MTC | 98,953.34 | 64,980.13 | 33,973.21 | 52.3% |
| 6062 SKDSC Repairs and MTC | 0.00 | 30.46 | -30.46 | -100.0% |
| 6063 Janitorial Expense | 0.00 | 3,058.50 | -3,058.50 | -100.0% |
| 6064 Management Services | 8,500.00 | 6,900.00 | 1,600.00 | 23.2% |
| 6069 Other Purchased Services | 347,418.38 | 298,714.17 | 48,704.21 | 16.3% |
| 6069 Professional Fees | 0.00 | 0.00 | 0.00 | 0.0% |
| 6071 Deprec-Land & Improvements | 9,731.76 | 11,626.27 | -1,894.51 | -16.3% |
| 6072 Deprec-Buildings and Impro | 624,596.71 | 597,616.50 | 26,980.21 | 4.5% |
| 6072 SKDSC Deprc-BLDGS & Improv | 0.00 | -5,176.22 | 5,176.22 | 100.0% |
| 6073 CCDSC Deprec Leasehold | 0.00 | -14,434.67 | 14,434.67 | 100.0% |
| 6073 Deprec-Leasehold Improv | 2,857.36 | 7,570.46 | -4,713.10 | -62.3% |
| 6073 SKDSC Deprec-Leasehold impr | 0.00 | 725.25 | -725.25 | -100.0% |
| 6074 Deprec-Equipment | 32,007.74 | 54,859.20 | -22,851.46 | -41.7% |
| 6074 SKDSC Deprec-Equipment | 0.00 | -63,305.12 | 63,305.12 | 100.0% |
| 6075 SKDSC Building Rent Expense | 68,151.35 | 106,692.54 | -38,541.19 | -36.1% |
| 6077 Electricity | 267,357.26 | 223,487.24 | 43,870.02 | 19.6% |
| 6077 Radiology Electricity | 1,383.44 | 1,663.92 | -280.48 | -16.9% |
| 6078 Natural Gas | 69,563.19 | 27,427.63 | 42,135.56 | 153.6% |
| 6079 SKDSC Water | 0.00 | 1,284.69 | -1,284.69 | -100.0% |
| 6079 Water | 21,297.96 | 26,665.53 | -5,367.57 | -20.1% |
| 6080 SKDSC Utilities-Other | 468.74 | 1,125.08 | -656.34 | -58.3% |
| 6080 Utilities-Other | 34,481.71 | 22,107.30 | 12,374.41 | 56.0% |
| 6082 Insurance Expense | 97,424.53 | 91,539.04 | 5,885.49 | 6.4% |
| 6083 SKDSC Tax and License | 0.00 | 690.00 | -690.00 | -100.0% |
| 6083 Tax and Licenses | 176.00 | 248.54 | -72.54 | -29.2% |
| 6085 Telephone Expense | 2,444.48 | 2,519.63 | -75.15 | -3.0% |
| 6086 Dues and Subscriptions | 6,066.48 | 3,719.83 | 2,346.65 | 63.1% |
| 6087 Training | 1,385.00 | 865.00 | 520.00 | 60.1% |
| 6088 Travel Expense | 0.00 | 386.76 | -386.76 | -100.0% |
| 6089 Advertising | 3,200.00 | 1,271.70 | 1,928.30 | 151.6% |
| 6090 Bank Service Charges | 617.20 | 605.80 | 11.40 | 1.9% |
| 6090 Other Expenses | 200.00 | 0.00 | 200.00 | 100.0% |
| Total Expense | 2,077,845.44 | 1,755,727.49 | 322,117.95 | 18.4% |
| Net Ordinary Income | -503,653.88 | -283,376.46 | -220,277.42 | -77.7% |
| Other Income/Expense | | | | |
| Other Income | | | | |

6:02 AM

06/22/23

Accrual Basis

Bloss Memorial Healthcare District
Profit & Loss YTD Comparison
July 2022 through May 2023

| | Jul '22 - May 23 | Jul '21 - May 22 | \$ Change | % Change |
|---------------------------------|---------------------|-------------------|-------------------|---------------|
| 5786 Service Reimbursement | 0.00 | 100.00 | -100.00 | -100.0% |
| 9010 Gain on Sale of Equipment | 0.00 | 3,810.07 | -3,810.07 | -100.0% |
| 9040 Bloss Trust | 662,500.00 | 0.00 | 662,500.00 | 100.0% |
| 9060 Interest Income | 1,351.49 | 30,115.42 | -28,763.93 | -95.5% |
| 9061 Gain on Investments | 401,105.86 | 144,563.51 | 256,542.35 | 177.5% |
| 9160 Property Tax Revenue | 474,840.61 | 436,249.02 | 38,591.59 | 8.9% |
| Total Other Income | 1,539,797.96 | 614,838.02 | 924,959.94 | 150.4% |
| Other Expense | | | | |
| 9025 Non Operating CFHC | 20,500.00 | 15,420.00 | 5,080.00 | 32.9% |
| 9026 Non Operating Donation Exp | 80,419.50 | 18,768.00 | 61,651.50 | 328.5% |
| 9030 Loss on Marketable Securit | 326,865.15 | 232,164.58 | 94,700.57 | 40.8% |
| 9050 Donations Expense | 7,225.95 | 0.00 | 7,225.95 | 100.0% |
| Total Other Expense | 435,010.60 | 266,352.58 | 168,658.02 | 63.3% |
| Net Other Income | 1,104,787.36 | 348,485.44 | 756,301.92 | 217.0% |
| Net Income | 601,133.48 | 65,108.98 | 536,024.50 | 823.3% |

Bloss Memorial Healthcare District
SKDSC Department
May 2023

| | <u>SKDSC Site</u> | <u>TOTAL</u> |
|----------------------------------|-------------------------|-------------------------|
| Ordinary Income/Expense | | |
| Expense | | |
| 6075 SKDSC Building Rent Expense | 9,743.06 | 9,743.06 |
| Total Expense | <u>9,743.06</u> | <u>9,743.06</u> |
| Net Ordinary Income | <u>-9,743.06</u> | <u>-9,743.06</u> |
| Net Income | <u><u>-9,743.06</u></u> | <u><u>-9,743.06</u></u> |

MAY PAYROLL, ELECTRONIC PAYMENTS
& CHECK REGISTER

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

| | | |
|--|-----------------------|---------------------------|
| Payroll | | <u>\$9,168.92</u> |
| Total Payroll | | <u><u>\$9,168.92</u></u> |
| Accounts Payable: | | |
| A/P Checks | <u>\$81,629.26</u> | <u>\$81,629.26</u> |
| BLOSS | | |
| Auto Debits | <u>\$47.10</u> | |
| Total Auto Debits and Electronic Transfers | <u><u>\$47.10</u></u> | <u>\$47.10</u> |
| Electronic Payments | <u>\$2,338.02</u> | <u>\$2,338.02</u> |
| Total Accounts Payable | | <u><u>\$84,014.38</u></u> |
| Grand Total Disbursements | | <u><u>\$93,183.30</u></u> |

| BLOSS | Payroll Disbursements for | | May-23 |
|---------------------------|----------------------------------|--------------------|-----------------|
| | Payroll dated | | |
| | 05/05/23 | 05/20/23 | Total |
| Earnings | | | |
| 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 (+) | 99.04 | 99.04 | 198.08 |
| | | | - |
| Total | 417.79 | 417.79 | 835.58 |
| | | | - |
| | | | - |
| Net Payroll | \$ 4,584.46 | \$ 4,584.46 | 9,168.92 |

Bloss Memorial Healthcare District Check Detail

May 2023

| Type | Num | Date | Name | Original Amount |
|-----------------|-------|------------|------------------------------------|-----------------|
| Bill Pmt -Check | 39831 | 05/08/2023 | West Coast Gas Company, Inc. | -6,546.15 |
| Bill Pmt -Check | 39832 | 05/11/2023 | A-1-A/Preston's Lock Shop | -22.29 |
| Bill Pmt -Check | 39833 | 05/11/2023 | Alfonse Peterson | -200.00 |
| Bill Pmt -Check | 39834 | 05/11/2023 | Beta Healthcare Group | -6,966.00 |
| Bill Pmt -Check | 39835 | 05/11/2023 | Castle Family Health Centers, Inc. | -4,000.00 |
| Bill Pmt -Check | 39836 | 05/11/2023 | Guardco | -15,529.50 |
| Bill Pmt -Check | 39837 | 05/11/2023 | Hoffman Security | -713.78 |
| Bill Pmt -Check | 39838 | 05/11/2023 | Johnson Controls | -3,867.37 |
| Bill Pmt -Check | 39839 | 05/11/2023 | Kathleen Flaherty | -100.00 |
| Bill Pmt -Check | 39840 | 05/11/2023 | Kory Billings | -200.00 |
| Bill Pmt -Check | 39841 | 05/11/2023 | Merced County - Castle Airport | -1,942.51 |
| Bill Pmt -Check | 39842 | 05/11/2023 | Natural Gardens | -5,505.00 |
| Bill Pmt -Check | 39843 | 05/11/2023 | PG&E | -5,522.42 |
| Bill Pmt -Check | 39844 | 05/11/2023 | Robert Boesch | -100.00 |
| Bill Pmt -Check | 39845 | 05/11/2023 | San Joaquin Valley | -167.00 |
| Bill Pmt -Check | 39846 | 05/11/2023 | Wells Fargo Bank | -176.00 |
| Bill Pmt -Check | 39847 | 05/11/2023 | West Coast Gas Company, Inc. | -1,842.35 |
| Bill Pmt -Check | 39848 | 05/24/2023 | Beta Healthcare Group | -446.23 |
| Bill Pmt -Check | 39849 | 05/24/2023 | Castle Family Health Centers, Inc. | -27,087.66 |
| Bill Pmt -Check | 39850 | 05/24/2023 | Octane Advertising Design | -400.00 |
| Bill Pmt -Check | 39851 | 05/24/2023 | San Joaquin Glass of Merced, Inc. | -295.00 |
| | | | | -81,629.26 |

Bloss Memorial Healthcare District
May-23

Bloss Electronic Transfers

Bloss Auto Debits

| | |
|-------------------|---------------------|
| Bank Fees - Bloss | 47.10 |
| Total | <u>47.10</u> |

Bloss Electronic Payments

| | |
|-----------------|------------------------|
| City of Atwater | 2,338.02 |
| Total | <u>2,338.02</u> |

| | |
|--------------------|--------------------------|
| Grand Total | <u>\$2,385.12</u> |
|--------------------|--------------------------|

MAY CASTLE FAMILY HEALTH CENTERS, INC REPORT

Castle Family Health Centers Inc.
 Operations Summary Report
 Eleven Months Ending May 31, 2023

Total encounters for the month are 13,545 compared to 12,550 last year 7.93% increase.

| Department | May-23 | May-22 | VARIANCE | % | Y-T-D May-23 | Y-T-D May-22 | Y-T-D VARIANCE * | Y-T-D % |
|-------------------------|---------------|---------------|------------|--------------|-----------------|-----------------|---------------------|---------------|
| Castle Clinic | 5,412 | 5,036 | 376 | 7.47% | 54,544 | 59,364 | (4,820) | -8.12% |
| Specialty Clinic | 916 | 990 | (74) | -7.47% | 10,596 | 10,817 | (221) | -2.04% |
| Bloss Clinic | 816 | 747 | 69 | 9.24% | 8,123 | 8,484 | (361) | -4.26% |
| Winton Clinic | 1,474 | 1,440 | 34 | 2.36% | 14,344 | 13,311 | 1,033 | 7.76% |
| Urgent Care | 362 | 399 | (37) | -9.27% | 4,935 | 9,399 | (4,464) | -47.49% |
| Lab | 2,110 | 1,801 | 309 | 17.16% | 20,118 | 23,069 | (2,951) | -12.79% |
| Radiology | 890 | 838 | 52 | 6.21% | 8,681 | 7,719 | 962 | 12.46% |
| Behavioral Health | 362 | 422 | (60) | -14.22% | 4,150 | 3,056 | 1,094 | 35.80% |
| Optometry | 362 | 199 | 163 | 81.91% | 1,510 | 3,977 | (2,467) | -62.03% |
| Winton Dental | 396 | 324 | 72 | 22.22% | 4,094 | 3,500 | 594 | 16.97% |
| Castle Dental | 431 | 333 | 98 | 29.43% | 4,586 | 2,430 | 2,156 | 88.72% |
| Castle Cosmetics | 14 | 21 | (7) | -33.33% | 156 | 179 | (23) | -12.85% |
| TOTAL ENCOUNTERS | 13,545 | 12,550 | 995 | 7.93% | 135,837 | 145,305 | (9,468) | -6.52% |

May-23 Working Days 22 and 1 Holiday
 May-22 Working Days 21 and 1 Holiday

APPROVAL OF FY 2024 AUDIT

BLOSS MEMORIAL HEALTHCARE DISTRICT
FY 2024 BUDGET

The 2024 Budget Reports attached include both the Summary and Detail Formats.

The FY 2024 Budget reflects a projected accrual Net Profit of \$102,009, which includes a transfer for Capital Expenditures for reserves.

An overview of Budget Development and significant changes is as follows:

Total Operating Revenues:

Bloss Memorial Health Care District are property owners to two facilities located in Atwater, California. Rental Income is calculated with the current lease agreements with the annual increases. Rental Income is budgeted at \$1,736,180.

Other Revenue is budgeted for any rebates and refunds. A conservative amount was budgeted for \$536.

Total Non-Operating Revenues

Bloss Trust calculated at \$543,130 reflecting the anticipated Year End Distributions for FY 2024. Bloss Trust Revenue is budgeted at actual receipts less \$100,000 of FY 2022, expected to be conservative with the impact on the current market.

Property Tax Revenue is budgeted at the actual receipts of FY 2023 to reflect the tax income earned paid to Bloss Memorial Healthcare District from Merced County for \$518,008.

Interest Income estimated at \$1,517 for the Laif Interest.

Operating Expenses

Total operating expense is estimated at \$2,563,457 for the operations of the two facilities located at the Bloss and Castle site. Total operating expense also includes half of the rental costs for Sierra Kings until December 2023. Sierra Kings lease ends in December 2023 and BMHC will not renew.

Salaries and Benefits

Total Salaries and Benefits includes compensation and corresponding benefits to obtain Executive Services, Accounting, Administrative, and Maintenance in the amount of \$229,520. BMHC is advertising to hire new staff to support the operations of the two facilities reducing the contacted services with Castle Family Health Centers.

Professional Fees

Professional Fees total of \$161,209 for Contracted service for Consulting and Management, Legal Fees, Auditing, and Other Contacted Services, which include half a year of accounting services and building maintenance provided by Castle Family Health Centers, Inc. until the new staff is hired.

Supplies

The supply expense estimate is for food, office supplies, and other minor equipment used for monthly board meetings and minor building maintenance supplies for the two facilities located at Bloss and Castle.

Purchased Services

The majority of expense in purchased services consists of Other Purchased Services for \$603,124. These services include pest control, housekeeping, security services, monitoring, and lawn care. Included in purchased services is building repairs and maintenance services. Additional \$100,000 has been budgeted with expected repairs needed for the two facilities. Janitorial expense is budgeted for the cost of housekeeping for Castle Dental per rental agreement.

Depreciation

Depreciation Expense projected on the schedule of existing Assets. Additional depreciation expense of \$100,000 was included in Buildings and Improvements for major repair costs of the two sites located at Bloss and Castle.

Utilities

Operating expense is budgeted in utilities for electricity, gas, water, garbage, and sewer totaling \$438,245.

Other Operating

Other operating expense budget is for facility liability insurance, Telephone, Training, and other expense.

Non-Operating Expense

Donations in grants for \$108,145 to assist partnering healthcare organizations in providing medical programs to the community.

The change in value on the Bloss investments will impact the overall income statements, for that reason gains and losses on investments was budgeted at actual change in value for FY 2023.

Transfer to On-Going Capital Expenditures

Transfer to On-Going Capital Expenditures are funds for \$100,000 in unforeseen repairs for the two properties owned by Bloss Memorial Health Care District.

SUMMARY**Bloss Memorial Healthcare District, A Public Entity****FY 24 BUDGET**

| | |
|---|------------------------------|
| RENTAL INCOME | <u>1,736,180</u> |
| OTHER REVENUE | <u>536</u> |
| TOTAL NET OPERATING REVENUE | <u>1,736,716</u> |
| OPERATING EXPENSES | |
| SALARIES AND WAGES | 229,520 |
| EMPLOYEE BENEFITS | 96,785 |
| PROFESSIONAL FEES | 161,209 |
| SUPPLIES | 7,952 |
| PURCHASED SERVICES | 603,124 |
| DEPRECIATION | 842,649 |
| RENTS AND LEASES | 58,458 |
| UTILITIES | 438,245 |
| INSURANCE | 102,000 |
| OTHER EXPENSE | <u>23,515</u> |
| TOTAL OPERATING EXPENSE | <u>2,563,457</u> |
| NET INCOME FROM OPERATIONS | -826,742 |
| NON-OPERATING REVENUE | 1,463,761 |
| NON-OPERATING EXPENSE | <u>435,011</u> |
| NET NON-OPERATING INCOME | <u>1,028,751</u> |
| TRANSFERS FOR CAPITAL EXPENDITURES | <u>100,000</u> |
| NET INCOME | <u><u>102,009</u></u> |

DETAILED

Bloss Memorial Healthcare District, A Public Entity

FY 24 BUDGET

REVENUE

| | |
|--------------------------------------|------------------|
| RENTAL INCOME | 1,736,180 |
| MISC OTHER OPERATING REVENUE | <u>536</u> |
| TOTAL OTHER OPERATING REVENUE | 536 |
| TOTAL NET OPERATING REVENUE | 1,736,716 |

=====

EXPENSES

SALARIES

| | |
|-------------------------------------|--------------|
| MANAGEMENT AND SUPERVISION | 100,000 |
| ACCOUNTING AND ADMINISTRATIVE CLERK | 52,364 |
| MAINTENANCE | 73,934 |
| VACATION EXPENSE | <u>3,223</u> |

TOTAL SALARIES **229,520**

BENEFITS

| | |
|------------------------|--------------|
| FICA | 17,214 |
| UNEMPLOYMENT INSURANCE | 4,800 |
| HEALTH INSURANCE | 59,000 |
| LIFE INSURANCE | 2,000 |
| PENSION PLAN | 9,181 |
| WORKERS COMP | <u>4,590</u> |

TOTAL BENEFITS **96,785**

TOTAL SALARIES AND BENEFITS **326,306**

PROFESSIONAL FEES

| | |
|--------------------------|----------------|
| CONSULTING & MANAGEMENT | 15,836 |
| LEGAL | 12,995 |
| ACCOUNTING/AUDIT | 10,800 |
| OTHER CONTRACTED SERVICE | <u>121,578</u> |

TOTAL PROFESSIONAL FEES **161,209**

SUPPLIES

| | |
|----------------------------|-------|
| FOOD | 500 |
| OFFICE SUPPLIES | 2,438 |
| OTHER MINOR EQUIPMENT | 2,678 |
| OTHER NON-MEDICAL SUPPLIES | 1,968 |
| FREIGHT ON PURCHASES | 368 |

| | |
|-----------------------|--------------|
| TOTAL SUPPLIES | 7,952 |
|-----------------------|--------------|

PURCHASED SERVICES

| | |
|--------------------------|---------|
| REPAIRS AND MAINTENANCE | 220,949 |
| JANITORAL EXPENSE | 12,880 |
| MANAGEMENT SERVICES | 9,100 |
| OTHER PURCHASED SERVICES | 360,195 |

| | |
|---------------------------------|----------------|
| TOTAL PURCHASED SERVICES | 603,124 |
|---------------------------------|----------------|

DEPRECIATION

| | |
|--------------------------------|---------|
| DEPREC-BUILDINGS & IMPROVEMENT | 791,995 |
| DEPREC-LEASEHOLD IMPROVEMENT | 3,117 |
| DEPREC-EQUIPMENT | 47,537 |

| | |
|---------------------------|----------------|
| TOTAL DEPRECIATION | 842,649 |
|---------------------------|----------------|

RENTS AND LEASES

| | |
|--------------------------------|--------|
| RENTAL - BUILDING SIERRA KINGS | 58,458 |
|--------------------------------|--------|

| | |
|-------------------------------|---------------|
| TOTAL RENTS AND LEASES | 58,458 |
|-------------------------------|---------------|

UTILITIES

| | |
|-----------------------|---------|
| ELECTRICITY | 291,662 |
| RADIOLOGY ELECTRICITY | 4,745 |
| NATURAL GAS | 78,987 |
| WATER | 24,234 |
| UTILITIES - OTHER | 38,616 |

| | |
|------------------------|----------------|
| TOTAL UTILITIES | 438,245 |
|------------------------|----------------|

OTHER OPERATING EXPENSES

| | |
|---|------------------|
| INSURANCE | 102,000 |
| TAX AND LICENSE | 249 |
| TRAINING | 4,000 |
| TELEPHONE | 6,000 |
| SUBSCRIPTIONS & DUES | 7,066 |
| ADVERTISING | 4,200 |
| BANK FEES | 800 |
| OTHER EXPENSE | 1,200 |
| | <hr/> |
| TOTAL OTHER OPERATING EXPENSE | 125,515 |
| TOTAL OPERATING EXPENSE | 2,563,457 |
| | <hr/> <hr/> |
| NET INCOME FROM OPERATIONS | (826,742) |
| | |
| NON-OPERATING REVENUES | |
| BLOSS TRUST | 543,130 |
| INTEREST INCOME | 1,517 |
| PROPERTY TAX REVENUE | 518,008 |
| GAIN ON INVESTMENT | 401,106 |
| TOTAL NON-OPERATING REVENUE | 1,463,761 |
| | |
| NON-OPERATING EXPENSE | |
| LOSS ON INVESTMENT | 326,865 |
| DONATIONS | 108,145 |
| | <hr/> |
| TOTAL NON-OPERATING EXPENSE | 435,011 |
| | |
| NET NON-OPERATING INCOME | 1,028,751 |
| TRANSFERS FOR CAPITAL EXPENDITURES | 100,000 |
| | <hr/> <hr/> |
| NET INCOME (LOSS) | 102,009 |
| | <hr/> <hr/> |

SUMMARY

SIERRA KINGS DENTAL SURGERY CENTER

FY 24 BUDGET

| | |
|------------------------------------|-----------------|
| NET PATIENT REVENUE | <u>0</u> |
| OTHER REVENUE | <u>0</u> |
| TOTAL NET OPERATING REVENUE | <u>0</u> |

OPERATING EXPENSES

| | |
|--------------------------------|----------------------|
| PURCHASED SERVICES | 0 |
| DEPRECIATION | 0 |
| RENTS AND LEASES | 58,458 |
| UTILITIES | 0 |
| OTHER EXPENSE | <u>0</u> |
| TOTAL OPERATING EXPENSE | <u>58,458</u> |

| | |
|-----------------------------------|----------------|
| NET INCOME FROM OPERATIONS | -58,458 |
|-----------------------------------|----------------|

| | |
|-------------------|------------------------------|
| NET INCOME | <u><u>-58,458</u></u> |
|-------------------|------------------------------|

RFP FOR
TREE TRIMMING

| | |
|-------------------------------------|----------|
| Anderson Tree Service, Inc | \$62,400 |
| Joe's Landscaping and Concrete, Inc | \$79,499 |
| Ward Brothers | \$52,000 |

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: | <u>Bloss Memorial</u> | Address: | <u>Same</u> |
| Address: | <u>3605 Hospital Rd Atwater</u> | Start Date: | <u>TBD</u> |
| Phone No. | <u>209-617-0346 Rick</u> | Phone No. | <u>Same</u> |

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

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

For the sum of: \$62,400 Prevailing Wage

- **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**



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.

NOTE: Any additional work will be charged at an hourly rate of \$200.00 dollars plus the cost of material.

ACCEPTANCE OF PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ **Date of Acceptance:** _____

WARD BROTHERS

Fily Cale

From: Noble Ward <uuardytree@gmail.com>
Sent: Friday, June 23, 2023 5:38 AM
To: Fily Cale
Subject: Re: Proposal

ALERT: This message originated from an external network. **BE CAUTIOUS** before clicking any link or attachment.

On Mon, Jun 19, 2023 at 7:28 AM Fily Cale <CaleF@cfhcinc.org> wrote:

Good morning,

Good morning we would really like this work. I'm going to reduce my estimate to \$52,000

I know that your one estimate was quite a bit lower but after doing a little bit of math on the prevailing wage, I think I can submit \$52,000

Please let me know if you have any questions.

Thank you for your prompt response, we will add your bid of \$58,200 back on the agenda for the next board meeting.

Sincerely,

Fily Cale

Executive Assistant for both

Bloss Memorial Healthcare District, A Public Entity

3605 Hospital Road, Suite H

Atwater, CA 95301

Castle Family Health Centers, Inc.

3605 Hospital Road

Atwater, CA 95301

(209) 724-4102 direct

WARD BROTHERS 390 Pepperdine Court Merced, CA
95348

uuardytree@gmail.com

Estimate

ADDRESS

Bloss Memorial Health,center
District

ESTIMATE # 1216

DATE 04/17/2023

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|-----------|-----------|
| TREE WORK:TRIM 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 |
| TREE WORK:Address job site address Castle Family Health Center 3605 hospital Road Atwater California 95301 | 1 | 0.00 | 0.00 |

TOTAL

\$58,200.00

Accepted By

Accepted Date

ARCHITECTURAL INTERIOR FLOOR PLAN DESIGN RFP
BIDS

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

Date: 06/22/2023

BLOSS MEMORIAL HEALTHCARE DISTRICT

3605 Hospital Road, Atwater, Ca. 95301

Bid Proposal

I am happy to have been chosen to have my company be part of this project. The duties that will be done here will be the efforts of my company to (1) redraw the existing floor plan drawings that are necessary for 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 me and my staff so the information is correct when drawing the entire existing Architecture Floor Plan. (4) Working with staff members of the facility and authorize members to meet any concerns they may have during the development of the blueprints.

Project Description Scope of Responsibility:

1. Converting the existing hard copy "Architectural Floor Plan (Only)" to a digital Floor Plan using AutoCAD Software.
2. Site Visit. (See Article 2)
3. Measurements if needed supplied by the client.
4. Remodel of sections that are upgraded from original Architectural Drawings.
5. Consultation visits with Administrator and Staff.
6. Set of New Revised Architectural Blueprint Plans changes.

Excluded from Scope of Responsibility:

- | | |
|--------------------------------------|----------------------------|
| 1. Electrical Plan | 12. Structural Engineering |
| 2. Elevation Plan | 13. Mechanical Engineering |
| 3. Mechanical Plan | 14. Electrical Engineering |
| 4. Site Plan | 15. General Notations |
| 5. Plumbing Plan | 16. Civil Engineering |
| 6. Roof Plan | |
| 7. Roof Framing Plan | |
| 8. Processing Plan thru Agency | |
| 9. Environmental, Flood Zone...etc.. | |
| 10. Soils Report | |
| 11. Title 24 Energy Calculations | |

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: \$65,000.00

Down payment: 32,500.00

All other fees not associated with the total fee is as follows:

- 1. Hard Bond copies
- 2. Sub Contractors
- 3. Outside Agency's

| |
|-----------------------------|
| 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. A balance of payment is due once the new blueprints are completed by TMD Drafting Services, LLC. Time of completion is the determination of TMD Drafting Services. TMD Drafting Services, LLC is not responsible for any unforeseen circumstances that may arise during the project that may cause delays in completing the project. (Illness, Vacations, Holiday's, Funerals, etc.).

ARTICAL II

All field visits will be charged \$200.00 per.hr. (U.O.N.) The client shall pay such invoices upon receipt. Personnel checks if returned with insufficient funds will be billed 25% of original amount. 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.

ARTICAL III

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 thirty (30) days of receipt of the invoice, 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 IV

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 V

Services provided under this agreement, including all reports, information or recommendations prepared or issued by the draftsman, are for exclusive use of the client. 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, unless such distribution is required by law.

ARTICLE VI

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 VII

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 VIII

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.

ARTICLE IX

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 X

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 XI

If, during performance of this agreement, conditions or circumstances are discovered which were not contemplated by the draftsman or the client at the commencement of this agreement, the

discovering party shall notify the other party 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, either party may terminate the agreement.

ARTICLE XII

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 shall be agreed upon by both parties in writing.

ARTICLE XIII

The client shall be responsible for jobsite safety for the draftsman and his/her employees, subcontractors or sub-consultants and any bodily injury.

ARTICLE XIV

The client is solely responsible for notifying all appropriate municipal, regional, state, or federal agency of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of this agreement, as may be required by such agencies.

ARTICLE XV

Client agrees that TMD Drafting Services, LLC. is not a License Architect or License Engineer, License Mechanical Engineer, or a License Plumber, but is an intendent draftsman (see responsibilities) and is not responsible for any work that may involve, Structural or Architectural Analysis or Mechanical & Plumbing, etc..

Draftsman:

Authorized Signature: _____

Print Name: _____

Telephone: _____

Date: _____

Client:

Authorized Signature: _____

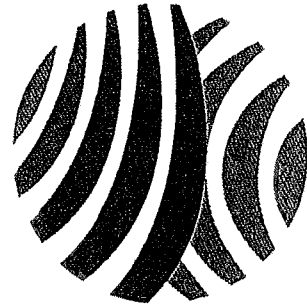
Print Name: _____

Telephone: _____

Date: _____

JOHNSON CONTROLS
(10) 24 vdc Magnetic Door Holders

**Johnson
Controls**





Johnson Controls Fire Protection LP Quotation

To:
Fire - Bloss Memorial Healthcare District
3605 Hospital Rd
ATWATER, CA 95301-5173

Project: Castle Family Health-Door Holders - CPQ-420606
Johnson Controls Reference: 650420606
Date: 06/16/2023
Page: 2 of 11

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Johnson Controls Fire Protection (JCI) is pleased to provide the following proposal for the addition of (10) 24vdc magnetic door holders. This will require the addition of two smoke sensors to be added above the door on both sides and connect to the existing 4007ES FACP. Relays shall be used to shunt power to the door holders upon an alarm event. JCI will provide all necessary equipment, installation, programming, and testing.

This scope of work is based on the following:

- Customer Request
- Site Visit
- Existing JCI As-Built Drawings

JOHNSON CONTROLS TO PROVIDE FOR THE FOLLOWING:

- Prepare CAD generated fire alarm shop drawings, calculations, and equipment material submittals to be sent to the AHJ for approval.
- Provide Material/Equipment as approved -- (10) 24vdc magnetic door holders, (10) addressable smoke sensors, (5) addressable relays.
- Provide surface back boxes, stubs, wire/cable.
- Provide labor to install field devices and terminate fire panel.
- Provide Technical/Programming/Commission labor by State Certified Fire/Life Safety and Factory Trained/Certified Technicians.
- Provide labor for pre-test of system devices and final test to be conducted with the AHJ/Fire Marshall.
- All work to be performed during regular working hours (7am-4pm) Monday-Friday.
- Prevailing wage rates apply.
- Permits, Plan Review and Plan Check fees.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection LP
2788 North Larkin Avenue, Suite 101
Fresno , CA 93727

- Sales Tax

CLARIFICATIONS:

- The AHJ has the authority to request additional items not included in this quote. If additional requirements are needed a change order will follow.

EXCLUDES:

- Changes by AHJ which differ from approved design.
- Hazardous abatement to include, but not limited to asbestos and lead.
- Any troubleshooting of off normal conditions on FACP prior to start of work.
- Patching, Painting, Cutting, Coring, Demolition.
- Demolition of existing smoke/door release hardware.

Delays, Costs and Extensions of Time.

JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Project: Castle Family Health-Door Holders - CPQ-420606
Johnson Controls Reference: 650420606
Date: 06/16/2023
Page: 4 of 11

Total net selling price, FOB shipping point, \$61,116.54

Sales tax :\$168.61

Total Price with Sales Tax \$61,285.15

To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Fire, Security, Communications, Sales & Service
Offices & Representatives In Principal Cities throughout North America



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

| | |
|--|---|
| <p>Offered By: Johnson Controls Fire Protection LP 2788 North Larkin Avenue, Suite 101 Fresno , CA 93727 Telephone: Representative: _____ Email: ronald.t.kellogg@jci.com</p> | <p>Accepted By: (Customer)</p> <p>Company: _____ Address: _____ Signature: _____ Title: _____ Date: _____</p> |
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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) liability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT. WHATSOEVER, NONR DOES IT INCLUDE THE CORECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon Initial Inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card



readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or



recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and



Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in

the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy. *Company as* : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. *Company as* : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from

the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

REPORT ON SPORTS PHYSICALS

Fily Cale

From: Sarah Komar
Sent: Thursday, June 22, 2023 9:02 AM
To: Dawnita Castle; Fily Cale
Cc: Veronica Cooksey
Subject: RE: Bloss Sports Grant Report
Attachments: Bloss Physicals 3.31.23 to 6.20.23.xlsx

Hello,

I have updated the report to reflect physicals to 6.20.23. I am still waiting on the 22 sent to Veronica that did not have schools listed on the physical forms, so I need those confirmed before they can be added to the count, therefore, confirmed physicals from 3.31.23 to 6.20.23 are 198.

Report attached. 😊

Have a great day!

Sarah Komar

Business Office & Credentialing Supervisor

CASTLE FAMILY HEALTH CENTERS, INC

P: 209-381-2000 ext. 7041

C: 209-648-5859

F: 209-726-0278

A: 3605 Hospital Road, Atwater, CA 95301

W: www.cfhc.care/ E: komars@cfhcinc.org



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Castle Family Health Centers Inc

Encounters Listing

From 3/31/2023 to 6/27/2023

06/28/2023 2:08 PM

| | Enc Dt | Encounter |
|----|---------------|------------------|
| AH | 04/10/2023 | 1749418 |
| | 04/10/2023 | 1749428 |
| | 04/18/2023 | 1754798 |
| | 04/26/2023 | 1761322 |
| | 05/03/2023 | 1765966 |
| | 05/05/2023 | 1767842 |
| | 05/05/2023 | 1767851 |
| | 05/08/2023 | 1768259 |
| | 05/10/2023 | 1770928 |
| | 05/11/2023 | 1771270 |
| | 05/11/2023 | 1771869 |
| | 05/12/2023 | 1772574 |
| | 05/15/2023 | 1773116 |
| | 05/15/2023 | 1773245 |
| | 05/15/2023 | 1773559 |
| | 05/15/2023 | 1773726 |
| | 05/15/2023 | 1773764 |
| | 05/15/2023 | 1773785 |
| | 05/15/2023 | 1773906 |
| | 05/15/2023 | 1773918 |
| | 05/15/2023 | 1773958 |
| | 05/16/2023 | 1774197 |
| | 05/16/2023 | 1774227 |
| | 05/16/2023 | 1774231 |
| | 05/16/2023 | 1774240 |
| | 05/16/2023 | 1774279 |
| | 05/16/2023 | 1774391 |
| | 05/16/2023 | 1774829 |
| | 05/16/2023 | 1774939 |
| | 05/17/2023 | 1775270 |
| | 05/17/2023 | 1775867 |
| | 05/17/2023 | 1775893 |
| | 05/17/2023 | 1775937 |
| | 05/17/2023 | 1775983 |
| | 05/17/2023 | 1776102 |
| | 05/18/2023 | 1777047 |
| | 05/22/2023 | 1778577 |
| | 05/23/2023 | 1779921 |

| | |
|------------|---------|
| 05/25/2023 | 1781764 |
| 05/25/2023 | 1781842 |
| 05/26/2023 | 1782085 |
| 05/30/2023 | 1783685 |
| 05/30/2023 | 1783847 |
| 05/30/2023 | 1783885 |
| 05/31/2023 | 1784699 |
| 05/31/2023 | 1784707 |
| 05/31/2023 | 1784747 |
| 05/31/2023 | 1784777 |
| 05/31/2023 | 1784860 |
| 06/01/2023 | 1785718 |
| 06/01/2023 | 1785785 |
| 06/01/2023 | 1785808 |
| 06/01/2023 | 1785840 |
| 06/02/2023 | 1785997 |
| 06/02/2023 | 1786022 |
| 06/02/2023 | 1786043 |
| 06/02/2023 | 1786245 |
| 06/02/2023 | 1786425 |
| 06/02/2023 | 1786436 |
| 06/02/2023 | 1786523 |
| 06/02/2023 | 1786527 |
| 06/02/2023 | 1786566 |
| 06/05/2023 | 1786984 |
| 06/05/2023 | 1786992 |
| 06/05/2023 | 1786996 |
| 06/05/2023 | 1787053 |
| 06/05/2023 | 1787111 |
| 06/05/2023 | 1787131 |
| 06/05/2023 | 1787291 |
| 06/05/2023 | 1787446 |
| 06/05/2023 | 1787451 |
| 06/05/2023 | 1787458 |
| 06/05/2023 | 1787460 |
| 06/05/2023 | 1787476 |
| 06/05/2023 | 1787528 |
| 06/05/2023 | 1787607 |
| 06/06/2023 | 1787856 |
| 06/06/2023 | 1787884 |
| 06/06/2023 | 1787897 |
| 06/06/2023 | 1787927 |
| 06/06/2023 | 1787934 |
| 06/06/2023 | 1788196 |

| | |
|------------|---------|
| 06/06/2023 | 1788202 |
| 06/06/2023 | 1788586 |
| 06/07/2023 | 1789255 |
| 06/07/2023 | 1789320 |
| 06/08/2023 | 1789814 |
| 06/08/2023 | 1789835 |
| 06/08/2023 | 1790204 |
| 06/08/2023 | 1790228 |
| 06/08/2023 | 1790368 |
| 06/09/2023 | 1790683 |
| 06/09/2023 | 1790761 |
| 06/09/2023 | 1790828 |
| 06/09/2023 | 1791100 |
| 06/09/2023 | 1791119 |
| 06/09/2023 | 1791141 |
| 06/09/2023 | 1791144 |
| 06/09/2023 | 1791153 |
| 06/12/2023 | 1791680 |
| 06/12/2023 | 1791737 |
| 06/12/2023 | 1791939 |
| 06/12/2023 | 1791978 |
| 06/12/2023 | 1791981 |
| 06/12/2023 | 1792078 |
| 06/12/2023 | 1792120 |
| 06/12/2023 | 1792167 |
| 06/12/2023 | 1792182 |
| 06/12/2023 | 1792217 |
| 06/13/2023 | 1792432 |
| 06/13/2023 | 1792685 |
| 06/13/2023 | 1792943 |
| 06/13/2023 | 1793016 |
| 06/13/2023 | 1793074 |
| 06/13/2023 | 1793227 |
| 06/13/2023 | 1793391 |
| 06/14/2023 | 1793648 |
| 06/14/2023 | 1793998 |
| 06/15/2023 | 1794575 |
| 06/15/2023 | 1794991 |
| 06/15/2023 | 1795050 |
| 06/15/2023 | 1795059 |
| 06/16/2023 | 1795585 |
| 06/16/2023 | 1795723 |
| 06/16/2023 | 1795970 |
| 06/19/2023 | 1796371 |

| | |
|------------|---------|
| 06/19/2023 | 1796418 |
| 06/19/2023 | 1796483 |
| 06/19/2023 | 1796650 |
| 06/19/2023 | 1796657 |
| 06/19/2023 | 1797042 |
| 06/19/2023 | 1797053 |
| 06/20/2023 | 1797427 |
| 06/20/2023 | 1797433 |
| 06/20/2023 | 1797573 |
| 06/20/2023 | 1797646 |
| 06/20/2023 | 1797793 |
| 06/22/2023 | 1799384 |
| 06/22/2023 | 1799505 |
| 06/22/2023 | 1799526 |
| 06/22/2023 | 1799569 |
| 06/22/2023 | 1799684 |
| 06/23/2023 | 1800361 |
| 06/26/2023 | 1800976 |
| 06/26/2023 | 1801138 |
| 06/27/2023 | 1801524 |
| 06/27/2023 | 1801864 |
| 06/27/2023 | 1801977 |
| 06/27/2023 | 1801979 |

Totals for AH (149)

BH

| | |
|------------|---------|
| 05/22/2023 | 1778857 |
| 05/26/2023 | 1782661 |
| 05/30/2023 | 1783084 |
| 05/30/2023 | 1783766 |
| 05/30/2023 | 1783854 |
| 05/30/2023 | 1783920 |
| 05/30/2023 | 1783922 |
| 05/31/2023 | 1784288 |
| 05/31/2023 | 1784888 |
| 06/01/2023 | 1785711 |
| 06/02/2023 | 1786087 |
| 06/02/2023 | 1786145 |
| 06/02/2023 | 1786654 |
| 06/05/2023 | 1787012 |
| 06/05/2023 | 1787026 |
| 06/05/2023 | 1787157 |
| 06/05/2023 | 1787232 |
| 06/05/2023 | 1787273 |
| 06/05/2023 | 1787276 |

| | |
|------------|---------|
| 06/05/2023 | 1787297 |
| 06/05/2023 | 1787299 |
| 06/05/2023 | 1787500 |
| 06/05/2023 | 1787509 |
| 06/05/2023 | 1787565 |
| 06/06/2023 | 1787845 |
| 06/06/2023 | 1787972 |
| 06/06/2023 | 1788009 |
| 06/06/2023 | 1788094 |
| 06/06/2023 | 1788285 |
| 06/06/2023 | 1788555 |
| 06/06/2023 | 1788685 |
| 06/07/2023 | 1788932 |
| 06/07/2023 | 1789043 |
| 06/07/2023 | 1789198 |
| 06/07/2023 | 1789372 |
| 06/07/2023 | 1789373 |
| 06/07/2023 | 1789374 |
| 06/07/2023 | 1789487 |
| 06/07/2023 | 1789573 |
| 06/08/2023 | 1790067 |
| 06/08/2023 | 1790074 |
| 06/09/2023 | 1790707 |
| 06/09/2023 | 1790892 |
| 06/09/2023 | 1790903 |
| 06/09/2023 | 1790972 |
| 06/09/2023 | 1790973 |
| 06/09/2023 | 1790975 |
| 06/12/2023 | 1791956 |
| 06/12/2023 | 1792034 |
| 06/12/2023 | 1792046 |
| 06/13/2023 | 1792603 |
| 06/13/2023 | 1792995 |
| 06/13/2023 | 1793297 |
| 06/15/2023 | 1794613 |
| 06/15/2023 | 1795045 |
| 06/16/2023 | 1795372 |
| 06/16/2023 | 1795575 |
| 06/16/2023 | 1795715 |
| 06/19/2023 | 1797018 |
| 06/20/2023 | 1797252 |
| 06/21/2023 | 1798208 |
| 06/21/2023 | 1798209 |
| 06/21/2023 | 1798214 |

| | |
|------------|---------|
| 06/21/2023 | 1798247 |
| 06/22/2023 | 1799414 |
| 06/22/2023 | 1799415 |
| 06/22/2023 | 1799416 |
| 06/23/2023 | 1799861 |
| 06/23/2023 | 1799870 |
| 06/23/2023 | 1799975 |
| 06/26/2023 | 1801095 |
| 06/26/2023 | 1801112 |
| 06/26/2023 | 1801233 |
| 06/27/2023 | 1801607 |
| 06/27/2023 | 1801699 |
| 06/27/2023 | 1802103 |
| 06/27/2023 | 1802108 |
| 06/27/2023 | 1802114 |

Totals for BH (78)
BM

| | |
|------------|---------|
| 04/17/2023 | 1753561 |
| 05/03/2023 | 1765376 |
| 06/05/2023 | 1787120 |
| 06/16/2023 | 1795374 |
| 06/27/2023 | 1802325 |

Totals for BM (5)
MS

| | |
|------------|---------|
| 04/10/2023 | 1749354 |
| 05/05/2023 | 1767459 |
| 06/15/2023 | 1794600 |
| 06/19/2023 | 1796412 |

Totals for MS (4)
WM

| | |
|------------|---------|
| 06/06/2023 | 1788579 |
| 06/09/2023 | 1791081 |
| 06/09/2023 | 1791085 |

Totals for WM (3)
TOTALS (239)

APPROVAL OF RFP FOR FY 2023 AUDIT

| Bloss Memorial Healthcare Name of the Proposer | Address | Mailed On | Amount Yr 2023 | Amount Yr 2023, 2024 & 2025 |
|--|--|-----------|----------------|---|
| David D Bruner CPA, Inc. 209-384-3343 | 3183 Collins Drive, Suite A Merced, Ca. 95340 | 5/24/2023 | No Response | |
| Blomberg & Griffin Accountancy Corporation Certified Public Accountant | 1013 North California Street Stockton, Ca 95202 209-466-3894 | 5/24/2023 | \$15,500 | \$11,500 2023 \$12,500 2024 \$13,500 2025 |
| David Farnsworth CPA 408-780-2236 | 231 Dixon Landing Rd #313 Milpitas, CA 95035 | 5/24/2023 | No Response | |
| JWT & Associates, LLP Certified Public Accountant | 1111 East Herndon Ave, Suite 211 Fresno, Ca 93720 559-431-7708 | 5/24/2023 | \$8,500 | |
| WIPFLI LLP Nick Addeleman | 505 Fourteenth Street, 5th Floor Oakland, CA 94612 | 5/24/2023 | No Response | |

JWT & Associates, LLP

Advisory Assurance Tax

1111 East Herndon Avenue, Suite 211, Fresno, California 93720
Voice: (559) 431-7708 Fax: (559) 431-7685

June 23, 2023

Bloss Memorial Healthcare District
Atwater, California

Re: Annual Financial Audit Engagement Letter

We are pleased to confirm our understanding of the services we are to provide for Bloss Memorial Healthcare District (the District) for the year ended June 30, 2023. We will audit the balance sheet of the District as of June 30, 2023 and the related statements of revenues, expenses and changes in net position, and cash flows for the year then ended.

Our audit will be made in accordance with U.S. generally accepted auditing standards and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express an unmodified opinion that the financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. If our opinion is other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit, we will not issue a report as a result of the respective year and engagement.

Our procedures will include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with customers, creditors, and financial institutions. Also, we will request written representations from your attorneys as part of the engagement, and they may bill you for responding to that inquiry. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, not absolute, assurance about whether the financial statements are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and may not be detected by us.

The District's management is responsible for establishing and maintaining a sound system of internal controls, which is the best means of preventing or detecting errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

By your signature below, you acknowledge that you are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District that involves management, employees who have significant roles in internal control, and others where the fraud could have a material impact on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations. You agree that you will confirm your understanding of your responsibilities as defined in this letter to us in your management representation letter.

Our audit will include obtaining an understanding of your internal controls, sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. Our audit is not specifically designed to provide assurance on internal controls and cannot be relied on to disclose reporting conditions; that are significant deficiencies in the design or operation of the internal controls. However, during the audit, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

We understand that you will provide us with the basic information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. This management responsibility includes: (a) establishing and maintaining adequate records and related internal control policies and procedures, (b) selecting and applying accounting principles, (c) safeguarding assets, and (d) identifying and ensuring that the entity complies with applicable laws and regulations applicable to its activities.

Management is also responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements, resulting from errors or fraud, aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

In addition, management is responsible for: (a) the design and implementation of programs and controls to prevent and detect fraud, (b) for informing us about any fraud or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, or others where the fraud could have a material effect on the financial statements, and (c) for informing us about allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

It is also our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing all services performed as part of this engagement, including all non-audit services. We understand that your employees will locate any documents or invoices selected by us for testing.

By your signature below, you acknowledge that management agrees to evaluate the adequacy of, and accept responsibility for, the results of all the services performed as part of this agreement.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Our fee is based on the amount of time required to perform the audit at various levels of those with client responsibility. We estimate that our fee for this audit service will be \$8,500 for the year ended June 30, 2023. Invoices will be rendered periodically and are payable upon presentation.

All travel and out-of-pocket expenses will be billed separately.

We will notify you immediately of any circumstances we encounter that could significantly affect these fees. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort helps to reduce time requirements and facilitate the timely conclusion of the audit.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of appropriate level of management, either orally or in writing.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing the final page of this letter and returning it to us. If you have any questions, please let us know.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Very truly yours,

JWT & Associates, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Bloss Memorial Healthcare District:

Signature: _____

Print name: _____

Title: _____

Date: _____



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

INDEPENDENT AUDIT PROPOSAL
(Single Year Engagement)

Dawnita Castle
Bloss Memorial Healthcare District
3605 Hospital Road,
Atwater CA 95301

June 12, 2023

Dear Mrs. Castle:

Thank you for the opportunity to submit the following proposal to serve as independent auditor for the Bloss Memorial Healthcare District.

We propose to conduct an audit of the financial statements of the Bloss Memorial Healthcare District for the year ended June 30, 2023.

We will plan and perform the audit in accordance with generally accepted auditing standards and will include tests of the accounting records and other procedures considered necessary under the circumstances. If our audit report is other than unqualified, we will fully discuss the reason with Bloss Memorial Healthcare District CFO prior to presentation of the report. If during the audit we become aware of significant deficiencies in the design or operation of internal controls or of ways management practices can be improved, we will communicate such information to the Bloss Memorial Healthcare District Board of Directors in a separate letter.

We propose to begin the audit for the year ended June 30, 2023, as soon as the Bloss Memorial Healthcare District records are available. Setup, pre-list and certain other procedures would begin on notification of the contract. Fieldwork would begin soon after award notification. Our anticipated Audit report completion date is on or before September 19, 2023.

Our fee for the above services is based on hourly rates ranging from \$45 to \$125 per hour with a maximum fee not to exceed \$15,500. for the audit year ended June 30, 2023.

Bloss Memorial Healthcare District-Audit Proposal (Single year engagement)-Page 2

Our main office is located in Stockton, California since 1974 providing accounting, tax and audit services for over 40 years. Experienced staff includes 3 CPA and 2 support staff and 1 clerical personnel. Audit experience includes over 40 years of primarily various governmental agencies and health care organizations.

This audit proposal is for a financial audit and the above fees include our entire out of pocket expenses including up to 8 bound copies of the audit report. Additional copies are available at \$10 each.

We will need the cooperation and assistance of Bloss Memorial Healthcare District personnel to successfully complete the audit. Such assistance will include obtaining copies of documents, contracts, invoices, etc., various audit inquiries and assistance with preparation of the audit confirmations and other standard auditing procedures.

We agree to respond promptly to successor auditor inquiries, and the audit report shall be delivered on or before September 18, 2023.

Should the District need additional services, our fee assisting will be billed at the rate of \$125 per hour in addition to the audit fee discussed above. Such additional fees, if any, shall be discussed with the District in advance of providing such services.

Should you need any additional information regarding this proposal please call John direct at (209) 466-3894.

Respectfully Submitted,



John E. Blomberg, CPA
Blomberg & Griffin Accountancy Corporation

Approved By:

Signature

Dated



Blomberg & Griffin Accountancy Corporation
Certified Public Accountant

INDEPENDENT AUDIT PROPOSAL
(Three Year Engagement)

To The Board of Directors
Bloss Memorial Healthcare District
3605 Hospital Road,
Atwater CA 95301

June 12, 2023

Dear Directors:

Thank you for the opportunity to submit the following proposal to serve as independent auditor for the Bloss Memorial Healthcare District.

We propose to conduct an audit of the financial statements of the Bloss Memorial Healthcare District for the year ending June 30, 2023, and the years ending June 30, 2024, and 2025.

We will plan and perform the audit in accordance with generally accepted auditing standards and will include tests of the accounting records and other procedures considered necessary under the circumstances. If our audit report is other than unmodified, we will fully discuss the reason with Bloss Memorial Healthcare District CFO prior to presentation of the report. If during the audit we become aware of significant deficiencies in the design or operation of internal controls or of ways management practices can be improved, we will communicate such information to the Bloss Memorial Healthcare District Board of Directors in a separate letter.

We propose to begin the audit for the year ended June 30, 2023, as soon as the Bloss Memorial Healthcare District records are available. Setup, pre-list and certain other procedures would begin on notification of the contract. Fieldwork would begin soon after award notification. Our anticipated Audit report completion date is on or before September 18, 2023.

Our fee for the above services is based on hourly rates ranging from \$45 to \$125 per hour with a maximum fee not to exceed \$11,500. for the audit year ended June 30, 2023, \$12,500. for the audit year ended June 30, 2024, and \$13,500 for the audit year ended June 30, 2025.

Bloss Memorial Healthcare District-Audit Proposal (Three year engagement)–Page 2

Our main office is located in Stockton, California since 1974 providing accounting, tax and audit services for over 40 years. Experienced staff includes 3 CPA and CPA , 2 support staff and 1 clerical personnel. Audit experience includes over 40 years of primarily various governmental agencies and health care organizations.

This audit proposal is for a financial audit and the above fees include our entire out of pocket expenses including up to 8 bound copies of the audit report. Additional copies are available at \$10 each.

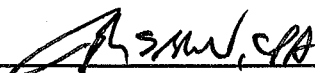
We will need the cooperation and assistance of Bloss Memorial Healthcare District personnel to successfully complete the audit. Such assistance will include obtaining copies of documents, contracts, invoices, etc., various audit inquiries and assistance with preparation of the audit confirmations and other standard auditing procedures.

We agree to respond promptly to successor auditor inquiries, and the audit report shall be delivered on or before September 18, 2023.

Should the District need additional services, our fee assisting will be billed at the rate of \$125 per hour in addition to the audit fee discussed above. Such additional fees, if any, shall be discussed with the District in advance of providing such services.

Should you need any additional information regarding this proposal please call John direct at (209) 466-3894.

Respectfully Submitted,



John E. Blomberg, CPA
Blomberg & Griffin Accountancy Corporation

Approved By:

Signature

Dated