
PUBLIC NOTICE

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

Date: November 26, 2019

Phone: (209) 724-4102

Fax: (209) 722-9020

Bloss Memorial Healthcare District will hold their November 2019 Finance Committee meeting on Thursday, December 5, 2019 at 1:30 pm in the Board Room at 3605 Hospital Road, Atwater, CA 95301.

Bloss Memorial Healthcare District will hold their November 2019 **Board of Directors** meeting on Thursday, December 5, 2019 at 2:00 pm in the Board Room at 3605 Hospital Road, Atwater, Ca 95301.

I, Fily Cale, posted a copy of the agenda of the Board of Directors of Bloss Memorial Healthcare District, said time being at least 24 hours in advance of the meeting of the Board of Directors.

**BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
 BOARD OF DIRECTORS MEETING
 BOARD ROOM
 Thursday, December 5, 2019 (November 2019)
 2:00 pm**

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 approach the microphone.

V. APPROVAL OF MINUTES

A. Approval of October 31, 2019 Board of Directors Meeting	*	1
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VI. FINANCIAL REPORT

A. Approval of October 31, 2019 Finance Committee Minutes	*	2
B. Chief Financial Officer Report		3
C. October Payroll, Electronic Payments & Check Register	*	4

VII. CHIEF EXECUTIVE OFFICER REPORT

VIII. OLD BUSINESS

A. Castle Family Health Centers, Inc Report		5
B. Bloss Board Member Report		

IX. NEW BUSINESS

A. Ratification of Service Agreement with Carrier	*	6
B. Update and Approval of Ung Goodwin Trust Fund Policy	*	7

X. AGENDA FOR CLOSED SESSION

Closed Session Items Pursuant the Brown Act will be:
 Section 54954.5(h) Report Involving Trade Secrets – Regarding New Services.
 Estimated date of public disclosure will be in 2019.
 Section 54954.5 (c); 54956.9 Conference with Legal Counsel for Initiation of
 Litigation.
 Section 1461 of the Health and Safety Code – Quality Management.
 Section 54957 Personnel Actions.

XI. NEXT MEETING DATE

XII. ADJOURNMENT

Assistance for those with disabilities: If you have a disability and need accommodation to participate in the meeting, please call Fily Cale at (209) 724-4102 or (209) 381-2000 extension 7000 for assistance so that any necessary arrangements may be made.

Any written materials relating to an agenda item to be discussed in open session of a regular meeting that is distributed within the 24 hours prior to the meeting is available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. These documents are available from the Executive Assistant in administration at 3605 Hospital Road, Suite F, Atwater, California 95301.

**BLOSS MEMORIAL HEALTHCARE DISTRICT (BMHD)
BOARD OF DIRECTORS MEETING
BOARD ROOM
Thursday, October 31, 2019
2:00 pm**

CALL TO ORDER

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

ROLL CALL

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

Others Present: Edward Lujano, CEO; Fily Cale, Executive Assistant; Dawnita Castle, CFO; Ralph Temple, Jr., Legal Counsel; Rick Ramirez, CFHC Maintenance @ 2:11 pm and Sabrina Cooksey, HR @ 2:28 pm

Absent: Peter Mojarras, CFHC, COO

APPROVAL OF AGENDA

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to accept and approve the October 31, 2019 agenda as presented. Motion carried.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

A. September 26, 2019 Board of Directors Meeting, Exhibit 1

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to accept and approve the September 26, 2019 Board of Directors Meeting minutes as presented, Exhibit 1. Motion carried.

FINANCIAL REPORT

A. September 26, 2019 Finance Committee Meeting Minutes, Exhibit 2

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to accept and approve the September 26, 2019 Finance Committee Meeting minutes as presented, Exhibit 2. Motion carried.

B. Chief Financial Officer Report, Exhibit 3

Dawnita Castle, CFO, reported that BMHDs cash balance was at \$1,844,935 and the Days Cash on Hand had increased to 521, in August 2019 they were at 434 days. In the finance committee meeting she had been asked why the increase and after reviewing, there were 3 large items that were paid out in August. One was Belfor in the amount of \$130,000 and the two grants for \$45,000. The payments were issued in September.

September 2019, BMHD had a net gain before depreciation of \$86,519 and after depreciation had a net gain of \$29,607. Included in the expenses was \$11,898 of SKDSC costs.

Dawnita Castle stated that Wells Fargo sent a statement in CFHCs name. She asked Wells Fargo Investments to change the name and it has been updated. The new account with the correct name has been re-issued.

Also, with the Tax ID issue, she had contacted IRS to ask what form she would need to get a new Tax ID number. She spoke to a gentleman who informed her that BMHD did not need to do that, BMHD only needs to submit form 8940 and a letter requesting to make BMHD a Governmental District entity.

Ralph Temple, Legal Counsel, recapped that the problem with Wells Fargo was because the Foundation had used that number, it went out of business, and it was a 501(c) (3) so BMHD lost that status. Then Wells Fargo sent the money to CFHC and BMHD straightened that out because BMHD is entitled to it as a public entity and now we're reapplying as a public entity and Eric Tetrault, Tax Attorney completed the form and letter and will submit it.

Alfonse Peterson commented that we don't know what Wells Fargo's investment scheme is or what they are trying to achieve as far as a return on the money. They are not doing well as compared to the indexes.

Edward Lujano will direct an email to Tammi Griswold, Wells Fargo, Senior Fiduciary Advisory Specialist, stating that BMDH has significant questions about this account, no meeting, we expected a meeting and set up a meeting immediately.

C. September 2019 Payroll, Electronic Payments and Check Register, Exhibit 4

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to approve and accept the September Payroll in the amount of \$31,507.41, Accounts payable in the amount of \$367,987.87 for a Grant Total Disbursement of \$399,495.28, Exhibit 4. Motion carried.

CHIEF EXECUTIVE OFFICER REPORT

Edward Lujano reported that David Thompson has been waiting for ID numbers for Dr. Cho and as of last week he has received approval for CDSC. He should be receiving approval for CCDSC any day. David Thompson has also received approval for Parlier and Santa Maria.

The chiller needs major overhauling, which is usually done in the winter when we are not using it. The last service as done in 2010 for \$52,000. The quote this time is \$49,895 through Carrier, and

they are the ones who service it. Alfonse Peterson asked if this was the water cooling tower in the back.

Rick Ramirez stated that this is the chiller, which is inside the building. It's cooling down now and it's not used as much, as in the summer time. Currently at capacity it only goes up to 60%, it cannot go to 100% because anything over 60% it will start backing up on its own.

Kory Billings directed that the service agreement between BMHD and Carrier be added to the next Board of Directors meeting agenda for ratification.

The fire alarm was pulled at CFHC, and the fire department reminded staff that they are still going to go out to review the Bloss site, but we don't know when that will occur. Edward Lujano will keep the board of directors informed.

Day Break Adult Day Health Care will be holding their Thanksgiving Lunch on Wednesday, November 20, 2019 at 11:00 am. They have extended an invitation to the Board of Directors and thanking them for supporting the holiday luncheon for the participants.

OLD BUSINESS / REPORTS

A. Castle Family Health Centers, Inc (CFHC) Report

Edward Lujano reported that CFHC had its first Winton Clinic Health Fair last weekend. They had over 800 participants come out and 28 booths. It was a good event.

Last month, CFHC saw over 12,000 patients and they're still working on recruiting a couple of more providers.

Kory Billings stated that in looking at the numbers from September 2018 and September 2019, there are significant increases in specialty clinic over 500 and a couple of hundred in Adult Day Health Care. Edward Lujano stated that in specialty CFHC was able to add on Dr. Yu (acupuncture), Dr. Kalanta (podiatry) and Dr. Fernandez-Reneto (endocrinology). And Day Break is marketing and some of the participants are being assigned more days. They have slots for another 12-15 participants.

B. Bloss Board Member Report

No report.

NEW BUSINESS

A. Approval of Revised Policy & Procedure "Meeting Compensation for Board of Directors", Exhibit 6

Corrections were made to removing references to old committees BMHD used to have.

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to approve and accept the revised "Meeting Compensation for Board of Directors", Exhibit 6. Motion carried.

B. Parking Lot RFPs for Bloss / Castle Site, Exhibit 7

Edward Lujano reported that the RFP went out to bid, there were 3 interested parties and 2 submitted bids.

Rick Ramirez stated that All Roads Paving & Grading had submitted a bid of \$85,000 the first time BMHD had submitted for Letters of Interest. After the second request, All Roads Paving & Grading submitted the same bid of \$85,000.

Machado & Sons submitted a bid of \$339,342.20.

Rick Ramirez stated that these bids are comparing apples to apples.

A motion was made / seconded, (Alfonse Peterson / Bob Boesch) to approve and accept the \$85,000 bid from All Roads Paving & Grading for the parking lot construction projects, Exhibit 7. Motion carried.

AGENDA FOR CLOSED SESSION

Ralph Temple, Legal Counsel, will be talking about the Hernandez litigation and the Lemas along with the Palomino slip and fall under Section 54954.5 (c); 54956.9 Conference with Legal Counsel for Initiation of Litigation.

There will also be the beginning of a personnel review that will be discussed under Section 54957 Personnel Actions. Sabrina Cooksey, HR will attend a portion of executive session to provide direction.

NEXT MEETING DATE

The November Board of Directors Meeting will be held on Thursday, December 5, 2019 at 2:00 p.m. in the Board Room.

The November Finance Committee will also meet on Thursday, December 5, 2019 at 1:30 p.m. in the Board Room.

ADJOURNMENT

As there was no further business, the meeting adjourned into Closed Session at 2:29 pm.

The meeting reconvened into public session and adjourned at 3:29 pm. No action taken.

Respectfully Submitted,

Fily Cale
Executive Assistant

Alfonse Peterson
Board Secretary

**BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
FINANCE COMMITTEE MEETING
BOARD ROOM
Thursday, October 31c, 2019
1:30 p.m.**

Committee: Edward Lujano, CEO; Dawnita Castle, Chief Financial Officer;
Fily Cale, Executive Assistant; 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, (Kory Billings / Edward Lujano) to approve the October 31, 2019 agenda as presented. Motion carried.

PUBLIC COMMENTS

None.

APPROVAL OF FINANCE COMMITTEE MINUTES

A. September 26, 2019 Finance Committee Minutes, Exhibit 1

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve and accept the September 26, 2019 Finance Committee Minutes as presented, Exhibit 1. Motion carried.

REVIEW OF DISTRICT FINANCIAL STATEMENTS, EXHIBIT 2

Dawnita Castle, CFO, reported that the combined investments for September 2019 did well with over \$3,000 in gains.

LPL Financial has asked if the Investment Committee would like to meet before or after the New Year. The Committee will meet in January after the fourth quarter.

For September 2019, BMHD had a total net gain of \$86,519 before depreciation and a net income gain of \$29,607 after depreciation. YTD September 2018, BMHD had a loss of \$236,000 and YTD September 2019 has a gain of \$18,652.

Operating Cash Balance was at \$1,844,935 and Days Cash on Hand increased to 521 days. August 2019 was at 434 days. The Money Market Account from BBVA has \$3,718 in interest.

Kory Billings asked what Dawnita Castle believed that the increase of almost 100 days Cash on Hand is due to. Dawnita Castle commented that she will go back and review and let him know at the board of directors meeting.

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve and accept the Review of District Financial Statements, Exhibit 2 as presented. Motion carried.

SKDSC FINANCIAL REPORT, EXHIBIT 3

Dawnita Castle reported that for September 2019, SKDSC had total expenses in the amount of \$11,898. YTD it is at \$28,000 less from prior year at \$35,878.

A motion was made / seconded, (Kory Billings / Edward Lujano) to approve and accept the SKDSC Financial Report, Exhibit 3 as presented. Motion carried.

WARRANTS AND PAYROLL

A. September 2019 Payroll, Electronic Payments & Check Register, Exhibit 4

A motion was made/seconded, (Kory Billings / Edward Lujano) to approve and accept the September 2019 Total Payroll in the amount \$31,507.41 and Total Accounts Payable in the amount of \$367,987.87 for a total Grand Total Disbursement of \$399,495.28, Exhibit 4. Motion carried.

DISCUSSION

None.

AGENDA FOR CLOSED SESSION

There was no Closed Session item(s) for discussion.

NEXT MEETING DATE/ADJOURNMENT

The November 2019, Finance Committee meeting will be held on Thursday, December 5, 2019 at 1:30 pm.

As there was no further business, the meeting adjourned at 1:38 p.m.

Respectfully Submitted,

Fily Cale
Executive Assistant

Alfonse Peterson
Committee Chair

CHIEF FINANCIAL OFFICER REPORT

BMHD had a total net gain before depreciation of \$94,732 for the month compared to a net gain of \$3,704 last year. Expenses include \$12,786 of SKDSC costs.

The October 31, Operating Cash Balance was \$1,886,318 and Days Cash On Hand decreased to 514 Days*. In September the DCH was 521 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 :

	Oct-19	Oct-18	VARIANCE *	%	Y-T-D Oct-19	Y-T-D Oct-18	Y-T-D VARIANCE *	Y-T-D %
Net Patient Revenue	0	0	0	NA	0	(44,688)	44,688	-100.00%
Other Operating Revenue	28,206	21,277	6,929	32.57%	109,401	(28,479)	137,880	-484.15%
Total Net Operating Revenue	28,206	21,277	6,929	32.57%	109,401	(73,167)	182,568	-249.52%
Operating Expenses Excluding Depreciation	113,765	139,636	25,871	18.53%	460,087	599,785	139,698	23.29%
Net Operating Income (Loss) Before Depreciation	(85,559)	(118,359)	32,800	27.71%	(350,686)	(672,952)	322,266	47.89%
Net Non Operating-Gains/Losses	12,736	(18,821)	31,557	-167.67%	15,704	(11,357)	27,061	-238.28%
Gain/Loss on Investments	167,555	140,884	(26,671)	-18.93%	622,164	614,887	7,277	1.18%
All Other Non-Operating Gains/Losses	180,291	122,063	(58,228)	-47.70%	637,868	603,530	34,338	5.69%
Total Net Non-Operating Income: Losses/Gains	94,732	3,704	91,028	2457.56%	287,182	(69,422)	356,604	-513.68%
Total Net Income (Loss) Before Depreciation	56,815	53,349	3,466	6.50%	230,612	216,474	14,138	6.53%
Depreciation Expense	37,917	(49,645)	87,562	-176.38%	56,570	(285,996)	342,466	-119.79%
Net Income (Loss) After Depreciation								

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

Bloss Memorial HealthCare District
 Operations Summary Report
 Four Months Ending October 31, 2019

BMHD FULL TIME EQUIVALENTS SUMMARY :

(See FTE report included in Financial Reports for detail)

	Oct-19	Oct-18	VARIANCE	%	Y-T-D Oct-19	Y-T-D Oct-18	Y-T-D VARIANCE *	Y-T-D %
EMPLOYEE FTE'S	1.00	0.30	(0.70)	-233.33%	0.85	0.48	(0.37)	-77.08%
CONTRACT FTE'S	4.72	4.30	(0.42)	-9.77%	4.51	4.00	(0.51)	-12.75%
TOTAL FTE'S	5.72	4.60	(1.12)	-24.35%	5.36	4.48	(0.88)	-19.64%

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

Full Time Equivalent - Employees for the month are 233.33% more than the prior year with 0.70 more 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	(0.70)	(0.38)	
All other departments < 1 fte var	0.00	0.00	Various departments less than 1 fte variance.
	(0.70)	(0.38)	Brackets () indicate a decrease (favorable) variance

OCTOBER PAYROLL, ELECTRONIC PAYMENTS
& CHECK REGISTER

Bloss Memorial Healthcare District
 Payroll, Accounts Payable and Funds Disbursements - Summary
 Month of October-19

Payroll			\$9,158.42
Total Payroll			<u><u>\$9,158.42</u></u>

Accounts Payable:

A/P Checks	Bloss	<u>\$122,466.94</u>	<u>\$122,466.94</u>
BLOSS			
ACH Auto Debits		\$84.75	
Electronic Payments to DSCA		<u>\$441,100.44</u>	
Total Auto Debits and Electronic Transfers		<u>\$441,185.19</u>	<u>\$441,185.19</u>
Electronic Payments - ACH		<u>\$0.00</u>	<u>\$0.00</u>

Total Accounts Payable			<u><u>\$563,652.13</u></u>
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Grand Total Disbursements			<u><u>\$572,810.55</u></u>
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Bloss Memorial Healthcare District
October-19

Bloss Electronic Transfers

Bloss Auto Debits

Bank Fees - Bloss	84.75
Total	<u><u>84.75</u></u>

Electronic Payment to DSCA	441,100.44
Electronic Transfer to LAIF	0.00
Total	<u><u>441,100.44</u></u>

Grand Total	<u><u>441,185.19</u></u>
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BLOSS	Payroll Disbursements for		October-19
	Payroll dated		
	10/05/19	10/20/19	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 (+)	93.79	93.79	187.58
			-
Total	412.54	412.54	825.08
			-
Net Payroll	\$ 4,579.21	\$ 4,579.21	9,158.42

RUN DATE: 10/31/19
 RUN TIME: 1652
 RUN USER: COOKS

Castle Family Health Centers AP **LIVE**
 CHECK REGISTER BY DATE

PAGE 1

C
 FROM 10/01/19 TO 10/31/19

DATE	CHECK NUM	VENDOR NUM	VENDOR NAME	STATUS	STATUS DATE	AMOUNT	
						ISSUED/ CLEARED	VOIDED/ UNCLAIMED
10/03/19	038542	B0197	MASS MUTUAL	ISSUED	10/03/19	10000.00	
10/04/19	038543	B0132	CLARK PEST CONTROL	ISSUED	10/04/19	480.00	
10/04/19	038544	B0032	GRAINGER INDUSTRIAL SUPPLY	ISSUED	10/04/19	1506.01	
10/04/19	038545	B0016	GUARDCO SECURITY SERVICES	ISSUED	10/04/19	11486.16	
10/04/19	038546	B0225	HOFFMAN SECURITY	ISSUED	10/04/19	577.90	
10/04/19	038547	B0253	JOHNSON CONTROLS FIRE PROTECTION LP	ISSUED	10/04/19	2418.21	
10/04/19	038548	K0003	M-D VENTURES	ISSUED	10/04/19	19197.65	
10/04/19	038549	B0017	MERCED COUNTY - CASTLE AIRPORT	ISSUED	10/04/19	3731.48	
10/04/19	038550	B0212	JAVIER L MENDOZA	ISSUED	10/04/19	2775.00	
			REMITTED TO: NATURAL GARDENS				
10/04/19	038551	B0013	WEST COAST GAS CO, INC.	ISSUED	10/04/19	477.32	
10/11/19	038552	B0159	CAHHS	ISSUED	10/11/19	264.00	
10/11/19	038553	B0032	GRAINGER INDUSTRIAL SUPPLY	ISSUED	10/11/19	198.30	
10/11/19	038554	B0241	HIGGS, FLETCHER & MACK LLP	ISSUED	10/11/19	554.88	
10/11/19	038555	B0263	J SUPPLE LAW	ISSUED	10/11/19	469.00	
10/11/19	038556	B0218	JOHN P. NIEMOTKA	ISSUED	10/11/19	805.00	
			REMITTED TO: OCTANE ADVERTISING & DESIGN				
10/11/19	038557	B0014	PG&E (4705482162-5)	ISSUED	10/11/19	5899.51	
10/11/19	038558	B0042	RALPH TEMPLE	ISSUED	10/11/19	1170.00	
10/21/19	038559	B0054	CASTLE FAMILY HEALTH CENTERS, INC.	ISSUED	10/21/19	27084.42	
10/21/19	038560	B0072	BETA HEALTHCARE GROUP	ISSUED	10/21/19	1897.25	
10/21/19	038561	B0027	CITY OF ATWATER (010448-000)	ISSUED	10/21/19	1167.57	
10/21/19	038562	B0134	CITY OF ATWATER (020161-000)	ISSUED	10/21/19	654.34	
10/21/19	038563	B0132	CLARK PEST CONTROL	ISSUED	10/21/19	299.00	
10/21/19	038564	B0030	HD SUPPLY FACILITIES MAINTENANCE	ISSUED	10/21/19	1285.35	
10/21/19	038565	B0253	JOHNSON CONTROLS FIRE PROTECTION LP	ISSUED	10/21/19	2320.00	
10/21/19	038566	B0025	MERCED IRRIGATION DISTRICT	ISSUED	10/21/19	338.05	
10/21/19	038567	B0026	MERCED IRRIGATION DISTRICT	ISSUED	10/21/19	22635.54	
10/28/19	038568	B0212	JAVIER L MENDOZA	ISSUED	10/28/19	2775.00	
			REMITTED TO: NATURAL GARDENS				
TOTAL \$						122466.94	

Bloss Memorial Healthcare District
October-19

Bloss Electronic Transfers

Bloss Auto Debits

Bank Fees - Bloss

Total

84.75

84.75

Electronic Payment to DSCA

441,046.44

Electronic Transfer to LAIF

0.00

Total

441,046.44

Grand Total

441,131.19

CASTLE FAMILY HEALTH CENTERS, INC REPORT

Castle Family Health Centers Inc
 Operations Summary Report
 Four Months Ending October 31, 2019

Total encounters for the month are 12,741 compared to 12,023 last year 5.97% increase.

Department	Oct-19	Oct-18	VARIANCE	%	Y-T-D Oct-19	Y-T-D Oct-18	Y-T-D VARIANCE *	Y-T-D %
Castle Clinic	4,659	4,898	(239)	-4.88%	18,749	17,472	1,277	7.31%
Specialty Clinic	1,361	618	743	120.23%	4,661	2,350	2,311	98.34%
Bloss Clinic	802	1,042	(240)	-23.03%	3,283	4,117	(834)	-20.26%
Winton Clinic	1,176	754	422	55.97%	3,873	2,459	1,414	57.50%
Urgent Care	311	315	(4)	-1.27%	1,197	1,176	21	1.79%
Lab	2,066	2,171	(105)	-4.84%	8,392	7,938	454	5.72%
Radiology	731	736	(5)	-0.68%	2,841	2,518	323	12.83%
Behavioral Health	176	215	(39)	-18.14%	681	758	(77)	-10.16%
Adult Day Health Care	662	477	185	38.78%	2,226	1,735	491	28.30%
Optometry	393	434	(41)	-9.45%	1,409	1,363	46	3.37%
Ophthalmology	0	363	(363)	-100.00%	0	1,431	(1,431)	-100.00%
Winton Dental	404	0	404	N/A	1,511	0	1,511	N/A
TOTAL ENCOUNTERS	12,741	12,023	718	5.97%	48,823	43,317	5,506	12.71%

October-19 Working Days 23
 October-18 Working Days 23

NEW PATIENTS	Oct-19	Oct-18	VARIANCE *	%	Y-T-D Oct-19	Y-T-D Oct-18	Y-T-D VARIANCE *	Y-T-D %
	503	407	96	23.59%	1,962	1,618	344	21.26%

**RATIFICATION OF SERVICE AGREEMENT WITH
CARRIER**



Address 1170 W. National Drive, Suite 50
 Sacramento CA 95834
 Phone 916-928-9500
 Fax 860-622-0499
 E-mail jed.thompson@carrier.utc.com

Contact Name Rick Ramirez
 Account BLOSS MEMORIAL HEALTH CARE DIST
 Phone 2097260279
 Site Address 3605 Hospital Rd
 Atwater, CA, 95301-5173

Estimate Date 10/01/2019
 Quote Number 00499728

Job Description 2019 19DK Chiller Overhaul + Bearings

Scope of Work

A Stop Inspection-6 (ST-6) is a teardown and inspection procedure performed according to factory-specified procedures. A ST-6 allows visual internal inspections of the motor and its insulation, the compressor, and the transmission. The internal inspection will only be started after the CFC-11 has been removed and stored in accordance with the EPA's Clean Air Act.

Carrier Corporation recommends performing this procedure every six years or 12,000 hours to ensure that the machine does not fail during normal operation and to protect against refrigerant losses due to aging gaskets and o-rings.

I. ST-6 Scope of Work - detailed breakdown

- Change Chiller lead lag operation on IVU front end
- Secure machine electrically and hydronically.
- Verify and inspect purge operation and control.
- Remove and store refrigerant.
- Disassemble and inspect oil pump system.
- Disassemble and inspect high-speed assembly - impeller, thrust bearing, and high speedbearings. Replace high speed thrust, rear motor, pinion and bull BEARINGS
- Disconnect motor and remove transmission from compressor.
- Inspect motor components and megger motor windings.
- Rig compressor and drive assemblies to floor, disassemble, and rebuild.
- Check and record all bearing clearances.
- Reassemble motor, transmissions, compressor and all auxiliary systems with new gasketsand o-rings as required.
- Replace oil shaft seal.
- Replace suction o-ring.
- Replace oil and oil filter.
- Replace refrigerant driers and filters.
- Provide and replace compressor oil.
- Obtain oil samples from chillers #1 and #2.
- Inspect, clean, and tighten all electrical connections.
- Inspect, clean, and tighten all starter components and wiring to motor terminal connections.
- Check and calibrate operational and safety controls.
- Pressurize and leak check entire system.
- Evacuate and dehydrate refrigerant circuit before replacing refrigerant.
- Perform a standing vacuum test
- Recharge with original refrigerant. (If additional refrigerant needed will use customer stock)
- Start-up and testing of equipment and unit controls.
- Check purge
- Log operating conditions of chiller
- Write a report of work done.
- Submit a copy of work performed to Chris Hardin

Gaskets, o-rings, oil, oil and refrigerant filters, and miscellaneous supplies are replaced to ensure the chiller leak rate is as low as possible and are included in the above price. The resulting reduction in leak rate will help this chiller remain in compliance.

Exclusions / Clarifications

This quote does not include the waste disposal and labor performed outside normal business hours unless otherwise noted. The quoted price does include any sales, excise, or similar taxes that apply.

- o Anything not listed in the above scope of work.
- o Hazardous materials handling or removal.
- o ASHRAE or building code upgrades.
- o Electrical service upgrades.
- o Additional controls or programming
- o Special inspections.
- o OSHPD
- o Permits, except for rigging
- o Expedited freight charges.
- o Any isolation valves not holding which would prevent any piping work.
- o Engineering, Title 24, structural engineering and/or seismic upgrades, mechanical drawings.
- o Pre-existing equipment, system, or design deficiencies.
- o Water balancing or water flow issues.
- o Any general contractor related work such as framing, drywall, painting, patching, access panels and doors, coring, cutting, T-bar removal & replacement, concrete and/or housekeeping pads, scanning or x-rays. (outside of work listed above)

Total Quoted Price

Total Price for Scope of Work including applicable taxes: \$49,895.00

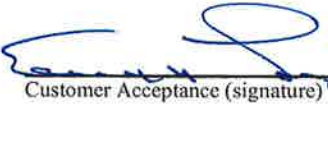
This proposal is valid for 30 days from the date of proposal. Carrier's terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase, Order, Contract, Agreement, etc. Carrier would like to thank you for the continuing opportunity to be of service.

Sincerely,

Jed Thompson

Carrier Commercial Service

CEO
_____ Title


Customer Acceptance (signature)

11/5/15
Date

Purchase Order

The attached Terms & Conditions shall govern.

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper Equipment and/or Service
CCS-TCES 031919

servicing, unauthorized alteration or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall:

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However,

in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid

Equipment and/or Service
CCS-TCES 031919

intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters

any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDEURE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. **CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the **Contractors' State License Board** which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY - Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.

UPDATE AND APPROVAL OF
UNG GOODWIN TRUST FUND

Bloss Memorial Healthcare District, a Public Entity

Policy No.: 300 Subject: <u>Ung Goodwin Trust Fund</u>	Effective Date: April 25, 2001 Reviewed Date: 4/04, 12/19 Revised Date: 12/19 Approved Date: December 5, 2019
Manual: <u>Finance</u>	Page: <u>1 of 2</u>
Department Approval: N/A Date:	Administrative Approval: Date: December 5, 2019
Medical Approval: N/A Date:	Committee / Board Approval: Date: December 5, 2019

POLICY

To utilize profits/gains from investment of the Ung Goodwin Trust fund funds for health care services, which will benefit seniors who live in Merced County.

PROCEDURE

Ensure that funds budgeted by Trustee each year be used in the appropriate period for health care services to seniors of Merced County.

For purposes of spending funds eligible person must live in Merced County and be sixty years of age or older.

Funds can be used for group type series such as health fairs and flu shots clinics without regard to a person's financial status.

Individual use of funds such as for bone density test and mammograms will be based on a patient having no other source of funding (insurance, government, etc) being available to pay for the services. The person to receive he service must certify in writing that Ung Goodwin funds are the only source of funding that is available for them.

It is anticipated that investments made of Ung Goodwin Trust funds will generate a profit from year to year. While he exact amount will not be known at the time the District does its budget, past fund performance or other known anticipated factors will be used to establish fund use in the District's budget.

Subject: <u>Ung Goodwin Trust Fund</u>	Effective Date: <u>April 25, 2001</u>
Manual: <u>Finance</u>	Page <u>2</u> of <u>2</u>

Funds actually received each year will need to be spent in the appropriate year in order to not have to pay a tax on the increase.