
PUBLIC NOTICE

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

Date: February 16, 2023

Phone: (209) 724-4102

Fax: (209) 722-9020

Bloss Memorial Healthcare District will hold their next Board of Directors meeting on Thursday, February 23, 2023 at 2:00 pm in the Board Room at 3605 Hospital Road, Atwater, CA 95301.

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

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

BLOSS MEMORIAL HEALTHCARE DISTRICT, A Public Entity (BMHD)
3605 Hospital Road, Atwater, CA 95301
BOARD OF DIRECTORS MEETING
BOARD ROOM
Thursday, February 23, 2023
2:00 pm

AGENDA FOR PUBLIC SESSION

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

I. CALL TO ORDER

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

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

II. ROLL CALL

ACTION **EXHIBIT**

III. APPROVAL OF AGENDA

*

IV. PUBLIC COMMENTS

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

V. APPROVAL OF MINUTES

A. Approval of January 26, 2023 Board of Directors Minutes	*	1
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VI. FINANCIAL REPORT

A. January Chief Financial Officer Report		2
B. January Payroll, Electronic Payments & Check Register	*	3

VII. CHIEF EXECUTIVE OFFICER REPORT

- A. HVAC System
- B. Castle Site Tree Trimming
- C. Strategic Planning Session
- D. Parlier Discussion
- E. Bloss Site PG&E Repairs
- F. Guardco Security Services Update

- VIII. OLD BUSINESS**
- A. January Castle Family Health Centers, Inc Report 4
- IX. NEW BUSINESS**
- A. Compensation Agreement Pursuant to Health and Safety Code * 5
Section 34180(f) for Merced County Successor Agency Transfer
of Property to County of Merced for Future Redevelopment
- X. BOARD MEMBER REPORTS**
- XI. APPOINTMENTS / CEREMONIAL MATTERS ***
- XII. AGENDA FOR CLOSED SESSION**
- 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
Thursday, January 26, 2023
2:00 pm**

CALL TO ORDER

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

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

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

ROLL CALL

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

Others Present: Fily Cale, Executive Assistant; Dawnita Castle, CFO; Jenna Anderson, Legal Counsel; David Weston, West & Associates CEO; Jed Thompson, Carrier Corporation; Cristian Saldivar, Carrier Corporation; Rick Ramirez, CFHC Maintenance Supervisor; Edward Lujano, CEO @ 2:05 pm and Peter Mojarras, CFHC COO @ 2:07 pm

Absent:

APPROVAL OF AGENDA

A motion was made / seconded, (Bob Boesch / Alfonse Peterson) to approve the January 26, 2023 agenda with correction. Motion carries.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

A. Approval of January 5, 2023 Board of Directors Meeting, Exhibit 1

A grammatical correction was made on page 4, NEW BUSINESS A. Nomination of 2023 Slate of Officers, “without” to “with”.

A motion was made / seconded, (Kathy Flaherty / Bob Boesch) to accept the November 30, 2022 Board of Directors Meeting minutes with correction, Exhibit 1. Motion carries.

FINANCIAL REPORT

A. Approval of January 5, 2023 Finance Committee Minutes, Exhibit 2

Kory Billings stated that there was no Finance Committee meeting held today.

A motion was made / seconded, (Kory Billings / Alfonse Peterson) to approve the January 5, 2023 Finance Committee Minutes as presented, Exhibit 2. Motion carries.

B. December Chief Financial Officer Report, Exhibit 3

Dawnita Castle reported that BMHD had a net loss of \$27,525 after depreciation. The operating revenues were up from the prior year, December 2021 and expenses were down. The gain and loss of \$37,000 which was a decrease in asset value, this was a main factor for the loss. Before depreciation BMHD had a net gain of \$32,892 and expenses include \$9,743 of Sierra Kings cost.

BMHD had a Cash Balance of \$5,339,436 and Days on Hand increased to 1,487. YTD, BMHD is looking at a net loss of \$61,307, due to grant donations and marketable security loss. BMHD will have a funding at year end from the Bloss Trust, which is usually about \$500,000.

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

Dawnita Castle mentioned that the last two pages of the warrants is an invoice that CFHC submits to BMHD. It is a breakdown of reimbursing and services that are provided by CFHC. Maintenance is a large component, including her, Fily Cale and accounting team.

She has staff complete a calendar of hours on how their time was spent.

A motion was made / seconded, (Alfonse Peterson / Vivian Passwaters) to accept the December total payroll of \$16,109.19; total accounts payable of \$1,360,4386.23 for a grand total disbursement of \$1,376,547.42, Exhibit 4. Motion carries.

CHIEF EXECUTIVE OFFICER REPORT

A. HVAC System

Edward Lujano reported that we went out to bid through an RFP process and received one bid. The bid came from Carrier.

Carrier was also here earlier today as there are concerns from the dental surgery center as the temperatures are out of compliance, and to address some of the opportunities of individual independent units in the two ORs and lobby to keep them more stabilized. As we continue to explore our HVAC system.

There were six roof leaks with the heavy rains here at the Castle Site. The initial roofers who installed it went out of business, but we do have a 20-year warranty under Duro-Last with 16 years left on the warranty. A technician came out and five out of the six leaks were under warranty and were repaired and we repaired the other leak at our expense. It was a seaming problem caused by someone who had stepped on the seam and it had started to crack.

Our flag pole broke here at the Castle Site with the high winds and a replacement pole has been ordered.

New exterior doors were also installed by the administration dock entrance.

There was also an electrical issue with PG&E during these storms at the Bloss Site. The existing wire from the PG&E system into the facility has worn out. There is a box in the Day Break area and another by the air conditioning units and a junction box by the parking lot. PG&E recommended redesigning the lines coming into the facility as they are very worn. Instead of coming in from Day Break, come in from the other side. This is still being explored.

OLD BUSINESS / REPORTS

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

Peter Mojarras reported that CFHC had seen over 12,000 patients.

CFHC is no longer doing full COVID screenings, but does require masks to be worn inside the facility. A kiosk was provided at the main entrance for masks, but people are taking handfuls and the process has changed and people need to go to the front desk counter for masks. Effective February 28th, the CDPH mandate for California may change all mask requirements or all health care facilities. COVID transmissions are not surging.

CFHC continues to evaluate their technology solutions as they move back to more normalcy with patients coming in. A new orthopedic surgeon is considering coming to CFHC. We're also working with Stanford Hospitals for Econsults with the physicians.

They're also working with an endowment in Stanislaus county to do more continued community hours activities. It will identify community members who cannot come in will be given remote devices.

CFHC is focusing on preventative care and measures moving forward this year.

B. Nomination of 2023 Slate of Officers

Alfonse Peterson reported that the Nominating Committee had met and made the following recommendation for the 2023 Slate of Officers. Kory Billings, Chair; Bob Boesch, Vice Chair, Vivian Passwaters, Secretary and Al Peterson, Treasurer. All nominee' accepted their nominations.

A motion was made / seconded, (Alfonse Peterson / Vivian Passwaters) to approve the recommendation of the Nomination Committee for the 2023 Slate of Officers. Kory Billings, Board Chair, Bob Boesch, Vice Chair; Vivian Passwaters, Secretary and Alfonse Peterson, Treasurer. Motion carried.

NEW BUSINESS

A. Review of Guardo Security Services, Inc and Discussion Regarding Hours of Services, Exhibit 6

Kory Billings commented that BMHD currently has Guardo Security Services at both facilities, they are predominantly at the Castel Site during the daylight hours. Edward Lujano added that they are at the Castle Site from 1 pm to 9 pm and at the Bloss Site from 6 am to 7 pm.

Kory Billings added that there have been issues after hours at the Bloss Site and to have them go by in the evening rather be there as much during the day. Guardo is there on behalf of BMHD to protect the building, it is added that they are helping the tenants of the building. If the buildings are not secure in the evening and we continually have to chase off individuals that are breaking equipment we need to look at security and the best hours for security.

Edward Lujano stated that they patrol three times per night at the Bloss Site, they don't want to set a schedule, so that people don't know when they are coming by. Kory Billings would like to see security go by a few additional times through the night and cut back during daylight hours when things aren't happening.

Edward Lujano will get a quote for additional rounds in the evening at the Bloss Site and bring back to the Board of Directors.

Peter Mojarras added, that CFHC has had recent physical confrontations incurred by patients with their providers. This is concerning and CFHC needs security to protect their staff. Kory Billings asked to make sure that these items are available for discussion at the next meeting.

B. Discussion Regarding Sierra Kings, Parlier Lease and Wes Isaac, M-D Ventures, Exhibit 7

Edward Lujano stated that there have been issues with the alarm and fire systems at the facility. This was a previous problem when the building was vacant and Blue Cloud has now vacated the building.

He asked Wes Isaac if he would accept a pay out to the end of the year as the current lease ends December 31, 2023. Wes Isaac will speak to his partner. Edward Lujano has also spoken to Blue Cloud and they are agreeable to pay off their sublease commitment to BMHD as well for the facility.

Direction was given to staff to proceed to attempt to get an agreement with Wes Isaac that can be sent to the board to get out of the lease.

A motion was made / seconded, (Kory Billings / Bob Boesch) to direct staff to work with Wes Isaac for proper documentation to get out of the lease, Exhibit 7. Motion carried.

C. RFP for Schematic Design (SD) Package, Exhibit 8

Edward Lujano stated that Carrier had been hired to do the blue prints of the existing Castle Site HVAC structure. This gave BMHD the opportunity to now go out for another bid for a schematic design. The only response to the RFP was Carrier and he has asked them to attend the meeting and answer any questions the board of directors may have.

Jed Thompson from Carrier Corporation introduced Cristian Saldivar, Regional Sales Manager with Carrier and David Weston, West & Associates CEO engineer who they partner with. As the facility is an older building and plans are in physical form rather than digital form, they had to take steps backward in order to map out currently what is here. This was done with David Weston's help and was the first step. Discussion was then held with Edward Lujano about the RFP for coming up with the full design package.

The proposal is to generate a set of plans, then BMHD can begin gathering bids for the construction process, selecting replacement equipment and actually having a set of plans.

David Weston added that a very experienced design team was put together, including an architect, structural engineer, electrical engineer and himself as mechanical engineer.

Alfonse Peterson asked if the units are too old to be recovered. David West replied that the typical mechanical units' useful life is 25-30 years and a lot of this was based on an earlier report. Edward Lujano added that the State had hired an agency to come out and do that report. David Weston continued that the units are 1963 vintage and kudos to the maintenance department, they kept them running. The new system would be able to have several energy saving features, one of the biggest issues now is no temperature controls. A control system will be put in so that future plans could go phase and upgrade different wings and areas into zone controls.

Alfonse Peterson asked if the wiring for the systems is copper or aluminum wiring. David Weston responded that he does not know, they looked at the overall mechanical, the electrical engineer would have to bring in new power for all of these. Instead of having the central plan, they're looking at placing these around the facility. The units will be grand mount with fencing around them.

The time line for getting everybody on board for the preliminary design is 6-8 weeks. Permitting probably won't happen until the fall, it will go to the city for plan check, they'll have it for one month and send comments and they'll go back with comments, then receive permit.

Jenna Anderson, Legal Counsel, recommends that if the board would like to go forward with awarding the contract to Carrier, we need to have the board vote to whether or not BMHD awards the contract to them, and give direction to staff to negotiate the contract. She added that BMHD is a public entity, which requires that we coordinate with the Department of Relations and have prevailing wage language. She anticipates wanting to add prevailing wage language to comply with DIR language, and will have it sent back to Edward Lujano so that they can finish up the negotiations.

David Weston commented that as design professionals they are not prevailing wage. Jenna Anderson added that as a public entity we have steps that need to be taken from a public entity standpoint in terms of registering with it. We'll make sure to do our due diligence at our end.

A motion was made / seconded, (Alfonse Peterson / Kathy Flaherty) to move to approve Carrier's as the contractor and direct staff to negotiate and execute the contract, Exhibit 7. Motion carries.

D. Eighth Supplement Agreement to CEO Employment Agreement, Exhibit 8

Kory Billings mentioned that at the last meeting and the meeting they had discussed the retirement of CEO, Edward Lujano. This is to renew his employment contract retroactively until December 31, 2023 for his final year.

A motion was made / seconded, (Alfonse Peterson / Vivian Passwaters) to approve and execute the Eighth Supplemental Agreement retroactively for Edward Lujano, Exhibit 8. Motion carries.

E. Renewal of Life Insurance, Exhibit 9

Kory Billings stated that Edward Lujano has always been provided, given the fact that he drives significant distances each way, there is life insurance policy, which is twofold. The policy guarantees his spouse funding and there is another policy that BMHD is covered if something were to happen.

Edward Lujano added that the policy was for \$500,000, with \$250,000 for his spouse and \$250,000 for BMHD. There was a lag time of a couple of years between policies.

His policy is coming to an end in March 2023, it was a 10- or 15-year policy and it has termed. He asked Leap / Carpenter / Kemp for a quote for a 10-year policy. Annual quotes were Prudential Financial at \$835; Protective Life at \$861.81 and Pacific Life Insurance Company-Lynchburg at \$874.65. BMHD will continue to pay for one year and then he could continue with it if he so chooses after that at Edward Lujano's expense.

Once he leaves employment with BMHD, the opportunity was that he could switch the BMHD policy, which ends in 2026 to himself and pay it on his own to finish the term.

The board recommends Prudential Financial at \$835 per year.

A motion was made / seconded, (Bob Boesch / Vivian Passwaters) to go with Prudential Financial life insurance at \$835 per year, Exhibit 9. Motion carries.

F. Strategic Planning Discussion

Kory Billings stated that as BMHD looks at a transition with Edward Lujano, what does the future look like and how does BMHD transition with leadership. With a true separate from CFHC, what is the larger picture. Will BMHD need to replace Dawnita Castle, CFO, maintenance or executive assistance.

It was recommended that the board of directors proceed with a strategic planner such as Vicky Trask of Make the Connection.

A motion was made / seconded, (Kory Billings / Bob Boesch) to proceed with setting a strategic planning meeting. Motion carries.

BOARD MEMBER REPORT REPORTS

Kory Billings has been concerned with the winds and staff has done a great job in keeping it under control. Some trees were lost during the heavy winds.

Edward Lujano is seeking bids to have all trees trimmed at both facilities. Also, staff is working on cleaning up some of the interiors of old furniture and miscellaneous items at both facilities.

APPOINTMENTS / CEREMONIAL MATTERS

None.

AGENDA FOR CLOSED SESSION

None.

NEXT MEETING DATE

The next Board of Directors meeting will be held on Thursday, February 23, 2022 at 2:00 pm in the Board Room.

ADJOURNMENT

As there was no further business, the meeting was adjourned at 3:00 pm

Respectfully Submitted,

Fily Cale
Executive Assistant

Kory Billings
Board Chair

**BLOSS MEMORIAL HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING
Period Ended January 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**)

Statistics

FTE Report (**gray**)

BMHD had a total net gain before depreciation of \$91,562 for the month compared to a net gain of \$41,063 last year. Net income after depreciation was a gain of \$31,150.

Expenses include \$9,743 of SKDSC costs.

The January, Operating Cash Balance was \$6,030,206 and Days Cash On Hand an decreased to 1,228 Days*. In December the DCH was 1,487 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 :

	Jan-23	Jan-22	VARIANCE*	%	Y-T-D Jan-23	Y-T-D Jan-22	Y-T-D VARIANCE*	Y-T-D %
Net Patient Revenue	0	0	0	NA	0	0	0	N/A
Other Operating Revenue	142,507	134,164	8,343	NA	1,004,594	944,875	59,719	6.32%
Total Net Operating Revenue	142,507	134,164	8,343	NA	1,004,594	944,875	59,719	6.32%
Operating Expenses Excluding Depreciation	152,203	109,590	(42,613)	-38.88%	946,723	782,159	(164,564)	-21.04%
Net Operating Income (Loss) Before Depreciation	(9,696)	24,574	(34,270)	139.46%	57,871	162,716	(104,845)	64.43%
Net Non Operating-Gains/Losses								
Gain/Loss on Investments	113,797	(48,257)	162,055	-335.81%	146,030	(9,115)	155,145	-1702.12%
Grant Donation Expense	(80,420)	(1,260)			(108,145)	(9,780)		
All Other Non-Operating Gains/Losses	67,881	66,007	(1,874)	-2.84%	297,142	291,661	5,481	1.88%
Total Net Non-Operating Income: Losses/Gains	101,259	16,490	(84,769)	-514.07%	335,027	272,766	62,261	22.83%
Total Net Income (Loss) Before Depreciation	91,562	41,063	50,499	122.98%	392,898	435,482	(42,584)	-9.78%
Depreciation Expense	60,412	63,123	(2,711)	-4.29%	423,055	344,975	78,080	22.63%
Net Income (Loss) After Depreciation	31,150	(22,059)	53,209	-241.21%	(30,157)	90,507	(120,665)	-133.32%

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

Bloss Memorial HealthCare District
 Operations Summary Report
 Seven Months Ending January 31, 2023

BMHD FULL TIME EQUIVALENTS SUMMARY :

(See FTE report included in Financial Reports for detail)

	Jan-23	Jan-22	VARIANCE	%	Y-T-D Jan-23	Y-T-D Jan-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	3.60	4.10	0.50	12.20%	3.47	3.98	0.51	-13.09%
TOTAL FTE'S	4.60	5.10	0.50	9.80%	4.47	4.98	0.51	-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 0 indicate a decrease (favorable) variance

Bloss Memorial Healthcare District

Balance Sheet

As of January 31, 2023

02/14/23

Accrual Basis

	Jan 31, 23	Dec 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
1001 Cash General Checking	4,283,345.55	3,838,058.20	445,287.35	11.6%
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	2,004,123.66	1,539,414.11	464,709.55	30.2%
1005 Laif Funded Deprec	0.00	464,588.75	-464,588.75	-100.0%
1010 Investment Cap Improv	1,617,139.65	1,542,612.01	74,527.64	4.8%
1010 Investment Grants	1,230,074.89	1,190,805.20	39,269.69	3.3%
Total Checking/Savings	9,143,383.23	8,584,177.75	559,205.48	6.5%
Accounts Receivable				
1060 Rent Receivable	-15,503.02	1,785.00	-17,288.02	-968.5%
1061 DSCA Receivable	0.00	7,847.28	-7,847.28	-100.0%
1063 Prop Tax Receivable	14,255.00	228,498.26	-214,243.26	-93.8%
1064 CFHC Inc Receivable	114,089.99	228,179.98	-114,089.99	-50.0%
Total Accounts Receivable	112,841.97	466,310.52	-353,468.55	-75.8%
Other Current Assets				
1101 Prepaid Insurance	42,009.39	50,411.26	-8,401.87	-16.7%
1103 Prepaid Rent	29,230.12	38,974.12	-9,744.00	-25.0%
1108 Prepaid Expense	2,513.56	6,719.48	-4,205.92	-62.6%
Total Other Current Assets	73,753.07	96,104.86	-22,351.79	-23.3%
Total Current Assets	9,329,978.27	9,146,593.13	183,385.14	2.0%
Fixed Assets				
1200 Land	2,205,996.23	2,205,996.23	0.00	0.0%
1219 Land Improvements	69,615.00	69,615.00	0.00	0.0%
1221 Bloss Remodel	832,986.24	832,986.24	0.00	0.0%
1221 Bloss Building and Improve	22,071,437.99	22,071,437.99	0.00	0.0%
1221 Castle Build and Impr	1,477,349.44	1,477,349.44	0.00	0.0%
1221 Castle Remodel	126,551.17	126,551.17	0.00	0.0%
1224 Park Lot & Improve	138,713.06	138,713.06	0.00	0.0%
1225 Communication Lines	452,828.86	452,828.86	0.00	0.0%
1225 Equipment Fixed	1,275,186.93	1,275,186.93	0.00	0.0%
1230 Leasehold Improvement	99,810.62	99,810.62	0.00	0.0%
1241 Equipment Major Move	4,655,179.59	4,655,179.59	0.00	0.0%
1241 Meditech Hardware	223,352.74	223,352.74	0.00	0.0%
1241 Meditech Implement	222,215.72	222,215.72	0.00	0.0%
1242 Equipment Minor	496,192.45	496,192.45	0.00	0.0%
1242 Meditech Software	277,371.76	277,371.76	0.00	0.0%
1261 Accum Depr Land Impr	-161,314.63	-160,341.43	-973.20	-0.6%
1271 Accum Depr Build & Im	-11,596,416.07	-11,540,181.39	-56,234.68	-0.5%
1275 Accum Dep Fixed Equip	-2,067,830.01	-2,067,291.65	-538.36	0.0%
1280 Accum Dep Lease Imp	-42,001.46	-41,759.71	-241.75	-0.6%
1291 Accum Major Move	-4,567,211.33	-4,565,350.64	-1,860.69	0.0%
1292 Accum Dep Minor Equip	-580,523.41	-579,960.08	-563.33	-0.1%
Total Fixed Assets	15,609,490.89	15,669,902.90	-60,412.01	-0.4%
TOTAL ASSETS	24,939,469.16	24,816,496.03	122,973.13	0.5%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
2000 Accounts Payable Vendor	53,650.48	65,416.95	-11,766.47	-18.0%
2020 Accounts Payable Accrual	25,551.64	14,569.94	10,981.70	75.4%
2029 Accounts Payable Other	10,246.69	8,946.69	1,300.00	14.5%
2029 CFHC Inc Payable	30,899.07	22,727.46	8,171.61	36.0%
2029 DSCA Payable	2,962.92	909.91	2,053.01	225.6%
Total Accounts Payable	123,310.80	112,570.95	10,739.85	9.5%

Bloss Memorial Healthcare District

Balance Sheet

As of January 31, 2023

02/14/23

Accrual Basis

	Jan 31, 23	Dec 31, 22	\$ Change	% Change
Other Current Liabilities				
2030 Accrued Salary Wages	4,166.67	4,166.67	0.00	0.0%
2031 Accrued Vacation	16,601.94	16,185.59	416.35	2.6%
2036 FICA Payable	318.81	318.81	0.00	0.0%
2038 Pension Plan Accrual	2,824.99	2,408.33	416.66	17.3%
2039 Other Payroll Payable	99.04	268.54	-169.50	-63.1%
2572 UNG GOODWIN FUND	0.00	182,580.50	-182,580.50	-100.0%
Total Other Current Liabilities	24,011.45	205,928.44	-181,916.99	-88.3%
Total Current Liabilities	147,322.25	318,499.39	-171,177.14	-53.7%
Long Term Liabilities				
2570 UNG GOODWIN TRUST	263,000.00	0.00	263,000.00	100.0%
Total Long Term Liabilities	263,000.00	0.00	263,000.00	100.0%
Total Liabilities	410,322.25	318,499.39	91,822.86	28.8%
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	-30,157.20	-61,307.47	31,150.27	50.8%
Total Equity	24,529,146.91	24,497,996.64	31,150.27	0.1%
TOTAL LIABILITIES & EQUITY	24,939,469.16	24,816,496.03	122,973.13	0.5%

Bloss Memorial Healthcare District

Profit & Loss

02/14/23

January 2023

Accrual Basis

	Jan 23	Dec 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
5779 Rental Income	142,270.91	142,270.91	0.00	0.0%
5780 Misc Other Operating	235.99	0.00	235.99	100.0%
Total Income	142,506.90	142,270.91	235.99	0.2%
Gross Profit	142,506.90	142,270.91	235.99	0.2%
Expense				
6000 Management and Supervision	8,333.34	8,333.34	0.00	0.0%
6010 Fica	637.50	637.50	0.00	0.0%
6011 Unemployment Insurance	400.00	400.00	0.00	0.0%
6014 Life Insurance	550.00	550.00	0.00	0.0%
6015 Pension Plan	416.66	408.33	8.33	2.0%
6018 Vacation Expense	416.35	800.96	-384.61	-48.0%
6022 Consultig & MGT	1,383.29	1,196.36	186.93	15.6%
6024 Accounting/Audit	900.00	900.00	0.00	0.0%
6026 Other Contracted Services	23,759.15	18,137.91	5,621.24	31.0%
6046 Office Supplies	85.53	64.58	20.95	32.4%
6062 Repairs & MTC	5,474.35	10,313.68	-4,839.33	-46.9%
6064 Management Services	1,000.00	0.00	1,000.00	100.0%
6069 Other Purchased Services	45,157.86	21,389.86	23,768.00	111.1%
6071 Deprec-Land & Improvements	973.20	973.14	0.06	0.0%
6072 Deprec-Buildings and Impro	56,216.67	56,216.31	0.36	0.0%
6073 Deprec-Leasehold Improv	259.76	259.76	0.00	0.0%
6074 Deprec-Equipment	2,962.38	2,962.34	0.04	0.0%
6075 SKDSCBuilding Rent Expense	9,743.06	9,743.06	0.00	0.0%
6077 Electricity	18,566.07	10,980.96	7,585.11	69.1%
6077 Radiology Electricity	295.40	122.39	173.01	141.4%
6078 Natural Gas	20,347.60	11,360.37	8,987.23	79.1%
6079 Water	1,965.86	1,169.53	796.33	68.1%
6080 Utilities-Other	2,443.48	4,959.26	-2,515.78	-50.7%
6082 Insurance Expense	8,848.12	9,294.37	-446.25	-4.8%
6085 Telephone Expense	1,093.58	0.00	1,093.58	100.0%
6086 Dues and Subscriptions	338.17	338.17	0.00	0.0%
6089 Advertising	0.00	0.00	0.00	0.0%
6090 Bank Service Charges	47.95	47.05	0.90	1.9%
6090 Other Expenses	0.00	200.00	-200.00	-100.0%
Total Expense	212,615.33	171,759.23	40,856.10	23.8%
Net Ordinary Income	-70,108.43	-29,488.32	-40,620.11	-137.8%
Other Income/Expense				
Other Income				
9060 Interest Income	120.80	117.79	3.01	2.6%
9061 Gain on Investments	113,797.33	0.00	113,797.33	100.0%
9160 Property Tax Revenue	67,760.07	39,249.71	28,510.36	72.6%
Total Other Income	181,678.20	39,367.50	142,310.70	361.5%
Other Expense				
9026 Non Operating Donation Exp	80,419.50	0.00	80,419.50	100.0%
9030 Loss on Marketable Securit	0.00	37,404.37	-37,404.37	-100.0%
Total Other Expense	80,419.50	37,404.37	43,015.13	115.0%
Net Other Income	101,258.70	1,963.13	99,295.57	5,058.0%
Net Income	31,150.27	-27,525.19	58,675.46	213.2%

Bloss Memorial Healthcare District Profit & Loss YTD Comparison

02/14/23

Accrual Basis

July 2022 through January 2023

	Jul '22 - Jan 23	Jul '21 - Jan 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	1,003,160.53	940,627.80	62,532.73	6.7%
5780 Misc Other Operating	1,433.75	1,322.25	111.50	8.4%
Total Income	1,004,594.28	944,875.05	59,719.23	6.3%
Gross Profit	1,004,594.28	944,875.05	59,719.23	6.3%
Expense				
6000 Management and Supervision	58,333.38	63,141.38	-4,808.00	-7.6%
6010 Fica	4,462.56	4,830.26	-367.70	-7.6%
6011 Unemployment Insurance	2,800.00	2,400.00	400.00	16.7%
6014 Life Insurance	1,100.00	0.00	1,100.00	100.0%
6015 Pension Plan	2,824.99	2,800.00	24.99	0.9%
6016 Workers Compensation	100.35	602.52	-502.17	-83.3%
6018 Vacation Expense	1,744.72	-3,816.35	5,561.07	145.7%
6022 Consultig & MGT	13,279.56	11,104.09	2,175.47	19.6%
6023 Legal	5,291.42	5,841.46	-550.04	-9.4%
6024 Accounting/Audit	6,300.00	5,400.00	900.00	16.7%
6026 Other Contracted Services	142,061.50	31,691.52	110,369.98	348.3%
6043 Food	137.29	453.34	-316.05	-69.7%
6046 Office Supplies	622.73	431.12	191.61	44.4%
6049 Other Minor Equipment	0.00	439.50	-439.50	-100.0%
6050 Other Non-Medical Supply	1,868.29	3,945.30	-2,077.01	-52.7%
6051 Computer Software QB	0.00	2,099.98	-2,099.98	-100.0%
6052 Freight on Purchases	0.00	-191.77	191.77	100.0%
6062 Repairs & MTC	79,544.74	32,103.38	47,441.36	147.8%
6063 Janitorial Expense	0.00	1,019.50	-1,019.50	-100.0%
6064 Management Services	6,300.00	5,800.00	500.00	8.6%
6069 Other Purchased Services	200,894.48	276,555.96	-75,661.48	-27.4%
6071 Deprec-Land & Improvements	6,812.22	7,733.59	-921.37	-11.9%
6072 Deprec-Buildings and Impro	394,266.46	376,738.12	17,528.34	4.7%
6072 SKDSC Deprec-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	1,818.32	4,542.90	-2,724.58	-60.0%
6073 SKDSC Deprec-Leasehold impr	0.00	725.25	-725.25	-100.0%
6074 Deprec-Equipment	20,158.17	38,150.93	-17,992.76	-47.2%
6074 SKDSC Deprec-Equipment	0.00	-63,305.12	63,305.12	100.0%
6075 SKDSC Building Rent Expense	68,056.28	67,816.34	239.94	0.4%
6077 Electricity	193,255.31	149,196.60	44,058.71	29.5%
6077 Radiology Electricity	960.60	1,141.68	-181.08	-15.9%
6078 Natural Gas	41,105.74	15,741.90	25,363.84	161.1%
6079 SKDSC Water	0.00	1,284.69	-1,284.69	-100.0%
6079 Water	15,464.29	18,773.12	-3,308.83	-17.6%
6080 SKDSC Utilities-Other	468.74	0.00	468.74	100.0%
6080 Utilities-Other	28,350.35	17,393.42	10,956.93	63.0%
6082 Insurance Expense	63,615.07	57,811.33	5,803.74	10.0%
6083 SKDSC Tax and License	0.00	580.00	-580.00	-100.0%
6083 Tax and Licenses	0.00	113.54	-113.54	-100.0%
6085 Telephone Expense	2,206.83	1,629.03	577.80	35.5%
6086 Dues and Subscriptions	2,947.19	2,367.15	580.04	24.5%
6087 Training	0.00	865.00	-865.00	-100.0%
6088 Travel Expense	0.00	386.76	-386.76	-100.0%
6089 Advertising	2,000.00	0.00	2,000.00	100.0%
6090 Bank Service Charges	426.80	407.10	19.70	4.8%
6090 Other Expenses	200.00	0.00	200.00	100.0%
Total Expense	1,369,778.38	1,127,133.63	242,644.75	21.5%
Net Ordinary Income	-365,184.10	-182,258.58	-182,925.52	-100.4%
Other Income/Expense				
Other Income				
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%

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02/14/23

Accrual Basis

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

	<u>Jul '22 - Jan 23</u>	<u>Jul '21 - Jan 22</u>	<u>\$ Change</u>	<u>% Change</u>
9060 Interest Income	883.82	29,606.76	-28,722.94	-97.0%
9061 Gain on Investments	323,013.70	119,583.16	203,430.54	170.1%
9160 Property Tax Revenue	296,258.33	258,143.85	38,114.48	14.8%
Total Other Income	620,155.85	411,243.84	208,912.01	50.8%
Other Expense				
9025 Non Operating CFHC	20,500.00	9,780.00	10,720.00	109.6%
9026 Non Operating Donation Exp	80,419.50	0.00	80,419.50	100.0%
9030 Loss on Marketable Securit	176,983.50	128,697.96	48,285.54	37.5%
9050 Donations Expense	7,225.95	0.00	7,225.95	100.0%
Total Other Expense	285,128.95	138,477.96	146,650.99	105.9%
Net Other Income	335,026.90	272,765.88	62,261.02	22.8%
Net Income	-30,157.20	90,507.30	-120,664.50	-133.3%

Bloss Memorial Healthcare District
SKDSC Department
January 2023

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

		GRP 00											
		FTE'S BY DEPARTMENT											
		JAN 2023	JAN 2022	(UN)FAVORABLE VARIANCE	% VARIANCE	JAN 2023	JAN 2022	(UN)FAVORABLE VARIANCE	% VARIANCE	JAN 2023	JAN 2022	(UN)FAVORABLE VARIANCE	% VARIANCE
*** EMPLOYEE FULL TIME EQUIVALENTS ***													
8610 ADMINISTRATION		1.00	1.05	0.05	4.52%	1.00	1.00	0.00	(2.01)%	0.98	0.98	0.00	(2.01)%
TOTAL EMPLOYEE FTE'S		1.00	1.05	0.05	4.52%	1.00	1.00	0.00	(2.01)%	0.98	0.98	0.00	(2.01)%
*** CONTRACT FULL TIME EQUIVALENTS ***													
PURCHASING		0.01	0.00	0.00	(375.00)%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(17.65)%
MAINTENANCE & PLANT OPERATIONS		3.25	3.65	0.39	10.78%	3.14	3.14	0.00	0.00	3.68	3.68	0.55	14.81%
ACCOUNTING		0.20	0.38	0.18	46.75%	0.21	0.21	0.00	0.00	0.21	0.21	0.01	2.38%
ADMINISTRATION		0.15	0.07	(0.07)	(95.95)%	0.12	0.12	0.00	0.00	0.08	0.08	(0.04)	(52.86)%
CLINIC ADMINISTRATION		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%
TOTAL CONTRACT FTE'S		3.60	4.10	0.49	12.03%	3.47	3.47	0.00	0.00	3.98	3.98	0.51	12.81%
*** TOTAL FULL TIME EQUIVALENTS ***													
PURCHASING		0.01	0.00	0.00	(375.00)%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(17.65)%
MAINTENANCE & PLANT OPERATIONS		3.25	3.65	0.39	10.78%	3.14	3.14	0.00	0.00	3.68	3.68	0.55	14.81%
ACCOUNTING		0.20	0.38	0.18	46.75%	0.21	0.21	0.00	0.00	0.21	0.21	0.01	2.38%
ADMINISTRATION		1.15	1.12	(0.02)	(2.12)%	1.12	1.12	0.00	0.00	1.06	1.06	(0.06)	(5.86)%
CLINIC ADMINISTRATION		0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00%
TOTAL FTE'S		4.60	5.14	0.54	10.50%	4.47	4.47	0.00	0.00	4.96	4.96	0.49	9.89%

JANUARY PAYROLL, ELECTRONIC PAYMENTS
& CHECK REGISTER

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

Payroll		<u>\$9,338.42</u>
Total Payroll		<u><u>\$9,338.42</u></u>
Accounts Payable:		
A/P Checks	<u>\$117,121.17</u>	<u>\$117,121.17</u>
BLOSS		
Auto Debits	<u>\$47.95</u>	
Total Auto Debits and Electronic Transfers	<u><u>\$47.95</u></u>	<u>\$47.95</u>
Electronic Payments	<u>\$14,317.64</u>	<u>\$14,317.64</u>
Total Accounts Payable		<u><u>\$131,486.76</u></u>
Grand Total Disbursements		<u><u>\$140,825.18</u></u>

BLOSS	Payroll Disbursements for		January-23
	Payroll dated		
	01/05/23	11/20/23	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 (+)	268.54	99.04	367.58
			-
Total	587.29	417.79	1,005.08
			-
			-
Net Payroll	\$ 4,753.96	\$ 4,584.46	9,338.42

Bloss Memorial Healthcare District
Check Detail
January 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Item</u>	<u>Paid Amount</u>
39726	01/11/2023	AT&T		
000017665353	01/11/2023			-65.58
000017800056	01/11/2023			-64.32
000017944610	01/11/2023			-64.32
000018089320	01/11/2023			-63.84
000018234123	01/11/2023			-63.93
000018379098	01/11/2023			-63.93
000018523933	01/11/2023			-69.06
00018668966	01/11/2023			-75.15
000018814064	01/11/2023			-71.25
000018959384	01/11/2023			-69.18
000019104798	01/11/2023			-67.77
000019250305	01/11/2023			-67.02
000017222195	01/31/2023			-65.58
				<u>-870.93</u>
39727	01/11/2023	Banner Life Insurance Company		
181161842-2023	12/30/2022			-550.00
181161844-2023	01/03/2023			-550.00
				<u>-1,100.00</u>
39728	01/11/2023	City of Atwater		
DEC22-010448-000	12/01/2022			-1,169.45
				-2,421.32
DEC22-020161-000	12/01/2022			-656.34
				<u>-4,247.11</u>
39729	01/11/2023	Clark		
32400146	12/07/2022			-515.00
				<u>-515.00</u>
39730	01/11/2023	Guardco		
14641	01/31/2023			-9,240.00
				-6,318.00
				<u>-15,558.00</u>
39731	01/11/2023	Hoffman Security		
602979	12/01/2022			-110.00
				<u>-110.00</u>
39732	01/11/2023	Merced Commercial Sweeping		
023418	12/13/2022			-420.00
				<u>-420.00</u>
39733	01/11/2023	Merced Irrigation District		

Bloss Memorial Healthcare District
Check Detail
January 2023

			0.00
39734	01/11/2023	Natural Gardens	
2218	12/23/2022		-2,280.00
2217	12/23/2022		-765.00
			<u>-3,045.00</u>
39735	01/11/2023	PG&E	
DEC22-2162-5	12/28/2022		-4,811.02
			-1,849.34
			<u>-6,660.36</u>
39736	01/11/2023	West Coast Gas Company, Inc.	
DEC22-1182	12/30/2022		-9,981.03
			<u>-9,981.03</u>
39737	01/20/2023	Castle Family Health Centers, Inc.	
DEC22-INV	01/13/2023		-22,727.46
			<u>-22,727.46</u>
39738	01/20/2023	Hoffman Security	
604457	01/01/2023		-308.95
			-391.95
			<u>-700.90</u>
39739	01/20/2023	Merced County - Castle Airport	
52622	01/13/2023		-949.82
			-1,318.40
			-222.65
			-15.00
			<u>-2,505.87</u>
39740	01/20/2023	Merced Irrigation District	
			0.00
39741	01/20/2023	Merced Irrigation District	
DEC22-1303-00	01/13/2023		-147.70
			<u>-147.70</u>
39742	01/20/2023	MID-Urban Groundwater Sustainability Agen	
1011	01/20/2023		-121.38
			<u>-121.38</u>
39743	01/20/2023	Vanguard Cleaning Systems of the Central	
60334	01/20/2023		-24,500.00
			<u>-24,500.00</u>

Bloss Memorial Healthcare District
Check Detail
January 2023

			-24,500.00
39744	01/30/2023	Alfonse Peterson	
JAN23-BRDMTG	01/30/2023		-300.00
			<u>-300.00</u>
39745	01/30/2023	Beta Healthcare Group	
BL-220358009	01/30/2023		-446.25
			<u>-446.25</u>
39746	01/30/2023	City of Atwater	
JAN23-10448-000	01/30/2023		-1,016.04
			-468.74
JAN23-20161-000	01/30/2023		-658.34
			<u>-2,141.12</u>
39747	01/30/2023	Clark	
32558898	01/11/2023		-321.00
32558889	01/11/2023		-515.00
			<u>-836.00</u>
39748	01/30/2023	Kathleen Flaherty	
JAN23-BRDMTG	01/30/2023		-200.00
			<u>-200.00</u>
39749	01/30/2023	Kory Billings	
JAN23-BRDMTG	01/30/2023		-300.00
			<u>-300.00</u>
39750	01/30/2023	M-D Ventures	
FEB23	01/30/2023		-19,487.06
			<u>-19,487.06</u>
39751	01/30/2023	Merced Irrigation District	
			0.00
39752	01/30/2023	Robert Boesch	
JAN23-BRDMTG	01/30/2023		-100.00
			<u>-100.00</u>
39753	01/30/2023	Vivian Passwaters	
JAN23-BRDMTG	01/30/2023		-100.00
			<u>-100.00</u>
		GRAND TOTAL	<u><u>-117,121.17</u></u>

Bloss Memorial Healthcare District
January-23

Bloss Electronic Transfers

Bloss Auto Debits

Bank Fees - Bloss

	47.95
Total	<u><u>47.95</u></u>

Bloss Electronic Payments

MID

	14,317.64
Total	<u><u>14,317.64</u></u>

Grand Total	<u><u>\$14,365.59</u></u>
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CASTLE FAMILY HEALTH CENTER INC
 3605 HOSPITAL RD, SUITE H
 ATWATER, CA 95301

INVOICE

DATE	INVOICE #
12/31/2022	December-22

BILL TO
BLOSS MEMORIAL HEALTHCARE DISTRICT 3605 HOSPITAL ROAD ATWATER, CA 95301

	DESCRIPTION	AMOUNT
	CASTLE SERVICES TO BLOSS	\$ 19,334.27
	Vanguard Cleaning Systems	\$ 1,019.50
	Postage	\$ 64.58
	LOWES	\$ 1,230.17
	Global Industrial water fountains	\$ 2,365.47
	Credit -Global Industrial water fountains	\$ (1,286.53)
BLOSS PAYABLE TO CASTLE		
		Total \$ 22,727.46

CASTLE FAMILY HEALTH CENTER INC
 CASTLE SERVICES PROVIDED TO BLOSS MEMORIAL HEALTHCARE

December-22

DEPT	EMPLOYEE	BLOSS HOURS	TOTAL COST
MAINTANCE	Supervisor - RR	100.80	6,596.68
90%	Maint - VE	0.00	0.00
	Maint -	0.00	0.00
8460	Maint - KS	106.74	2,644.04
	Maint - ZX	212.40	7,881.73
DEPT TOTAL		419.94	17,122.45
PURCHASING	Supervisor-MT	1.00	42.87
	Clerical_ JS	0.00	0.00
8400	Clerical-JV	1.00	22.42
DEPT TOTAL		2.00	65.29
ADMINISTRATION			
8610	Exec Assit - FC	17.10	589.85
DEPT TOTAL		17.10	589.85
DEPT TOTAL		0.00	0.00
ACCOUNTING / A/P			
8510	CFO - DC	16.00	1,196.36
	Tech - CA	7.00	266.27
	Accountant-OM	2.00	64.06
	Acct/Business Tec -SC	1.00	29.99
	Acct Clerk -	0.00	0.00
DEPT TOTAL		26.00	1,556.67
	GRAND TOTAL	465.04	19,334.27

Multi Account

Begin date 12/1/2022

End date 12/31/2022

Main Folde 1951 item(s) \$1,703.62

Number	Name	Items	Value
1	CFHC, Inc.	1918	\$1,639.04
2	BMHD	33	\$64.58

JANUARY CASTLE FAMILY HEALTH CENTERS, INC
REPORT

Castle Family Health Centers Inc.
 Operations Summary Report
 Seven Months Ending January 31, 2023

Total encounters for the month are 12,944 compared to 15,001 last year 13.71% decrease.

Department	Jan-23	Jan-22	VARIANCE	%	Y-T-D Jan-23	Y-T-D Jan-22	Y-T-D VARIANCE *	Y-T-D %
Castle Clinic	5,407	6,911	(1,504)	-21.76%	34,138	39,799	(5,661)	-14.22%
Specialty Clinic	891	800	91	11.38%	6,789	6,663	126	1.89%
Bloss Clinic	874	886	(12)	-1.35%	4,764	5,231	(467)	-8.93%
Winton Clinic	1,262	1,229	33	2.69%	9,279	8,357	922	11.03%
Urgent Care	448	1,744	(1,296)	-74.31%	3,419	7,627	(4,208)	-55.17%
Lab	1,942	1,799	143	7.95%	12,297	15,444	(3,147)	-20.38%
Radiology	853	718	135	18.80%	5,246	4,301	945	21.97%
Behavioral Health	414	140	274	195.71%	2,641	1,678	963	57.39%
Optometry	86	371	(285)	-76.82%	685	2,811	(2,126)	-75.63%
Winton Dental	401	181	220	121.55%	2,613	1,993	620	31.11%
Castle Dental	353	211	142	67.30%	2,970	1,139	1,831	160.76%
Castle Cosmetics	13	11	2	18.18%	94	88	6	6.82%
TOTAL ENCOUNTERS	12,944	15,001	(2,057)	-13.71%	84,935	95,131	(10,196)	-10.72%

January-23 Working Days 21 and 1 Holidays
 January-22 Working Days 21 and 1 Holidays

Compensation Agreement Pursuant to Health and Safety Code
Section 34180(f) for Merced County Successor Agency Transfer
of Property to County of Merced for Future Redevelopment



Gavin Newsom ■ Governor

915 L Street ■ Sacramento CA ■ 95814-3706 ■ www.dof.ca.gov

Transmitted via email

September 29, 2022

Nicole Desmond, Director of Administrative Services
Merced County
2222 M Street
Merced, CA 95340

Approval of Oversight Board Action

The County of Merced Successor Agency (Agency) notified the California Department of Finance (Finance) of its July 28, 2022 Oversight Board (OB) Resolution on July 29, 2022. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 2022-08, approving the transfer of real property to the County of Merced (County) for future development in accordance with HSC section 34180 (f), is approved. The property is identified by Assessor's Parcel Number 051-010-008 and described as Dart Drive Buildings 4112 and 4114, Atwater, CA.

HSC section 34180 (f) states that if the sponsoring entity wishes to retain any properties for future redevelopment activities, it must reach a compensation agreement with the affected taxing entities for the value of the property retained. It is our understanding that conveyance to the County shall occur upon the full execution of a compensation agreement between the County and the affected taxing entities.

This is our determination with respect to the OB action taken.

Please direct inquiries to Zuber Tejani, Supervisor, or Michael Barr, Staff, at (916) 322-2985.

Sincerely,

JENNIFER WHITAKER
Program Budget Manager

cc: Mark J. Hendrickson, Department Director, Community and Economic
Development, Merced County
Sylvia Sanchez, Supervising Accountant, Merced County

**COMPENSATION AGREEMENT PURSUANT TO HEALTH AND
SAFETY CODE SECTION 34180(f) FOR MERCED COUNTY
SUCCESSOR AGENCY TRANSFER OF PROPERTY TO
COUNTY OF MERCED FOR FUTURE REDEVELOPMENT
ACTIVITY**

This Agreement, dated for reference purposes as of _____, 2022 is entered into by and among the County of Merced, on the one hand, and the County of Merced, Merced Elementary School District, Atwater Elementary School District, Merced Union High School District, Merced Community College, Merced County Office of Education, Merced County Mosquito Abatement District, Merced Cemetary District, Winton Cemetary District, Bloss Healthcare District, and Merced Irrigation District (collectively "Taxing Entites"), on the other hand, on the basis of the following facts, understandings, and intentions of the Parties:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Redevelopment Dissolution Statutes, the former Redevelopment Agency of the County of Merced ("Former RDA") was dissolved as of February 1, 2012, and the Successor Agency to the Redevelopment Agency of the County of Merced ("Successor Agency") became responsible for paying its enforceable obligations, disposing of its properties and other assets, and unwinding the affairs of the Former RDA.

C. Accordingly, ownership of the Former RDA's Properties that had been acquired to implement the Redevelopment Plans of the Former RDA was transferred to the Successor Agency for disposition in accordance with the Redevelopment Dissolution Statutes.

D. The Former RDA acquired certain real property located on Dart Drive in Atwater, California on November 18, 2008 for an intended sale which was never effectuated. The Dart Drive Property is subject to a thirty-five (35) year lease that was effective on July 1, 2008, and expires on July 31, 2043. The lessee has the option to purchase the Property for one dollar (\$1.00). In addition, the lease was prepaid for the entire term. The tenant currently pays common area maintenance and water service fees to the County.

E. The County desires to retain the Dart Drive Property for future development. If the County desires to retain real property held by the Successor Agency for future development, Health & Safety Code Section Code 34180(f) requires execution of a compensation agreement among the County and the Taxing Entities providing for specified proceeds of the County's subsequent disposition of the properties to be distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues.

F. County and the Taxing Entities desire to enter into this Agreement to provide for the distribution of net proceeds upon the sale of the property transferred to the County for future development.

G. The Parties desire to enter into this Agreement to provide for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) Regarding Successor Agency Transfer of Property to County of Merced For Future Redevelopment Activity, as may be amended from time to time.

(b) "Applicable Fiscal Year" means each Fiscal Year of the County in which the County receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Properties, as more fully described in Section 7.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "Auditor-Controller" means the Merced County Auditor- Controller.

(e) "County" means the County of Merced.

(f) "Disposition Proceeds" means, with respect to the Property, the gross purchase price and other compensation including rents, if any, actually received by the County in consideration for the disposition of the Property, less the sum of the County's actual costs for the following items (but only to the extent paid from County funds and not from funds provided by the Successor Agency, a developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the County's actual, reasonable costs for normal maintenance, management and insurance of the applicable Property from the date the Property is transferred by the Successor Agency to the County pursuant to Section 4 to the date the Property is disposed of by the County; plus

(2) the County's actual costs of any capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Property is transferred by the Successor Agency to the County pursuant to Section 4 to the date the Property is disposed of by the County;

(3) the County's actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the County for the applicable Property to prepare the Property for disposition; plus

(4) the County's actual, reasonable costs to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to disposition of the Property; plus

(5) any broker's commissions payable by the County for the Property.

(g) “Disposition Proceeds Receipt Date” means, with respect to each Property, the date on which the County receives the proceeds from the disposition of that Property.

(h) “Disposition Proceeds Statement” means, with respect to each Property, the statement prepared by the County and delivered to the Taxing Entities in accordance with Section 6(b).

(i) “DOF” means the California Department of Finance.

(j) “Effective Date” has the meaning given in Section 2.

(k) “ERAF” means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(l) “Fiscal Year” means the fiscal year of the County in effect from time to time. The current Fiscal Year period of the County commences on July 1 of each calendar year and ends on the following June 30.

(m) “Former RDA” means the Redevelopment Agency of the County of Merced.

(n) “Interim Municipal Use” means an interim use by the County of a Property, such as for pocket parks, landscape features, bus shelters, parking lots available for community events, and others similar uses.

(o) “Interim Municipal Use Annual Operating Proceeds” means, for each Applicable Fiscal Year, the gross revenue actually received by the County from Interim Municipal Use of the Properties, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.

(p) “LRPMP” means the Long-Range Property Management Plan of the Successor Agency, if any.

(q) “Operating Proceeds Statement” means, with respect to each Applicable Fiscal Year, the statement prepared by the County and delivered to the Taxing Entities in accordance with Section 7(c).

(r) “Oversight Board” means the Successor Agency’s countywide oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(s) “Parties” means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. “Party” means one of the Parties individually.

(t) “Property” means, the following parcel of real property that is owned by the Successor Agency and that is subject to the terms of this Agreement:

“Property ”: an approximately 1.16 acre property located at 4112 and 4114 Dart Drive, Atwater, in the County of Merced identified as APN 051-010-008;

(u) “Redevelopment Dissolution Statutes” means collectively ABX1 26 enacted in June 2011, as amended to date.

(v) “Redevelopment Plan” means the Redevelopment Plan for the Castle Airport Aviation and Development Center Redevelopment Project adopted by the Board of Supervisors of the County by Ordinance No. 1776 on February 28, 2006.

(w) “Successor Agency” means the Successor Agency to the Redevelopment Agency of the County of Merced.

(x) “Taxing Entities” means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes: the County of Merced, the Merced Elementary School District, Atwater Elementary School District, Merced Union High School District, Merced Community College, Merced County Office of Education, Merced County Mosquito Abatement District, Merced Cemetery District, Winton Cemetery District, Bloss Healthcare District, and Merced Irrigation District.

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the County and direction by the Board of Supervisors to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the “County Action”); and

(b) Approval by the Oversight Board of transfer of the Property to the County for future development upon execution of this Agreement;

(c) Notification to DOF of the Oversight Board action and approval by DOF of the Oversight Board action in accordance with the provisions of Health and Safety Code Section 34179(h); and

(d) Signature of this Agreement by each of the parties hereto. Promptly following the effectiveness of this Agreement, the County and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the “Effective Date”).

Section 3. Signatories With Respect To Certain Funds.

(a) Merced County Fire Funds. The County of Merced administers the following special funds, and, in addition to entering into this Agreement for the County of Merced itself, is authorized to, and has entered into and executed this Agreement on behalf of the following: Merced County Fire Fund.

(b) County Superintendent Funds. The Merced County Office of Education administers the following special funds, and, in addition to entering into this Agreement for itself, is authorized to, and has entered into and executed this Agreement on behalf of the following: School Equalization, School Service, School Capital Outlay, Handicap Special Tax, and Merced County Regional Occupation Program funds.

Section 4. Conveyance of Property To County. In consideration of the distributions to the Taxing Entities by the County through the Auditor-Controller set forth in Section 6, the Successor Agency shall convey, and the County shall accept, all of the interest in and to the Property. The Successor Agency shall convey the Property by quitclaim deed in form reasonably acceptable to the Successor Agency and the County.

Section 5. Disposition of the Property By County. The Property is subject to a lease (the "Lease") with a term that commenced on August 1, 2008, and ends on July 31, 2043. The tenant of the Lease, Western Farm Service, Inc., prepaid rent for the entire term and those funds were not available to be transferred to the Successor Agency. The Lease provides Western Farm Services with the option of purchasing the Property for one dollar (\$1.00).

In the event Western Farm Service exercises its right to purchase the Property, County shall remit the Distribution Proceeds, if any, from that sale to the Auditor-Controller for distribution through the Auditor-Controller to the Taxing Entities under section 6 of this Agreement.

Should the Lease expire or terminate without Western Farm Service exercising its option to purchase the Property, the County agrees that it shall, in connection with the subsequent conveyance of the Property, remit the Distribution Proceeds, if any, to the Auditor Controller for the distribution of the Distribution Proceeds through the Auditor-Controller to the Taxing Entities under section 6 of this Agreement.

The Parties acknowledge that, under Government Code section 52200 et seq., the County may be required to hold a public hearing and prepare a report that includes, among other things (i) an explanation of why the disposition will assist in the creation, retention, or expansion of job opportunities, increased property tax revenues, and the development of affordable housing, transit priority projects and sustainable development, and (ii) an explanation of the difference between the highest and best use value and the disposition price taking into consideration development constraints and requirements, and the covenants, conditions, and development costs required by the sale or lease.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to the Property, the County shall remit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under

this Section 6 had the distribution been made on May 23, 2022, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the County shall provide to the Taxing Entities and the Auditor- Controller a statement prepared in accordance with sound accounting practice that provides the County's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The County shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor- Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to County, to audit and examine such books, records and documents and other relevant items in the possession of County, but only to the extent necessary for a proper determination of Disposition Proceeds.

Section 7. Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which the Property is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the County (each, an "Applicable Fiscal Year"). Nothing in this Agreement shall obligate the County to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Properties.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the County shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor- Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made on May 23, 2022, as provided by the Auditor-Controller.

(c) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the County shall provide to the Taxing Entities and the Auditor- Controller a statement prepared in accordance with sound accounting practice that provides the County's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The County shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to County, to audit and examine such books, records and documents and other relevant items in the possession of County, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement: Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the County of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses DOF's directive regarding the need for this Agreement and the payment of compensation by the County pursuant to Health and Safety Code Section 34180(1) (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the County may retain the Disposition Proceeds from the disposition of any Property for which the County has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the County was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the County shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the County prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested, postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 9(a).

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Merced County, California or in the Federal District Court for the Northern District of California.

(e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties and approved by the Oversight Board and the DOF, except as

otherwise provided below. If, at the time of a proposed amendment of this Agreement, the Successor Agency and the Oversight Board have been terminated in accordance with the applicable provisions of the Redevelopment Dissolution Statutes, then the proposed amendment shall not require execution by the terminated Successor Agency or approval by the terminated Oversight Board. In that event, to obtain the approval of the DOF for such proposed amendment, the County shall transmit the proposed amendment to the DOF on behalf of the remaining Parties and seek the timely approval by the DOF for such amendment.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Exhibits. The following exhibits are incorporated into and made a part of this Agreement by reference:

Exhibit A: List of Addresses for Notice Purposes

Exhibit B: Taxing Entities Applicable Shares of Property Taxes

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action and/or approval by the County is required under this Agreement, the Chief Executive Officer or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Chief Executive Officer determines in his or her discretion that such action or approval requires referral to the Board of Supervisors for consideration.

SIGNATURE PAGES FOLLOW:

MERCED COMMUNITY COLLEGE

Dated: _____

By: _____

Its: _____

**MERCED COUNTY OFFICE OF
EDUCATION**

Dated: _____

By: _____

Its: _____

**MERCED COUNTY MOSQUITO
ABATEMENT DISTRICT**

Dated: _____

By: _____

Its: _____

**MERCED COUNTY CEMETERY
DISTRICT**

Dated: _____

By: _____

Its: _____

WINTON CEMETARY DISTRICT

Dated: _____

By: _____

Its: _____

BLOSS HEALTHCARE DISTRICT

Dated: _____

By: _____

Its: _____

MERCED IRRIGATION DISTRICT

Dated: _____

By: _____

Its: _____

EXHIBIT A

LIST OF ADDRESSES FOR NOTICE PURPOSES

<u>Entity Name</u>	<u>Address</u>
County of Merced	2222 M Street, Merced CA 95340
Merced Elementary School District	444 W 23rd Street, Merced CA 95340
Atwater Elementary School District	1401 Broadway Avenue, Atwater CA 95301
Merced Union High School District	3430 A Street, Atwater CA 95301
Merced Community College	3600 M Street, Merced CA 95348-2806
Merced County Office of Education	632 W 13th Street, Merced CA 95341
Merced County Mosquito Abatement District	P.O. Box 909, Merced CA 95341
Merced County Cemetery District	1300 B Street, Merced, CA 95341
Winton Cemetery District	7651 Almond Avenue, Winton CA 95388
Bloss Healthcare District	3605 Hospital Road, Suite F, Atwater, CA 95301
Merced Irrigation District	744 W 20th Street, Merced CA 95340

EXHIBIT B

ILLUSTRATIVE TAXING ENTITIES
APPLICABLE SHARES OF PROPERTY TAXES

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
County Of Merced	
A) County General Fund	0.193689
B) Merced County Fire	0.103814
Merced Elementary School District	0.113777
Atwater Elementary School District	0.144519
Merced High Union High School District	0.214146
Merced Community College	0.084868
Merced County Office Of Education	
A) School Equalization	0.023888
B) School Service	0.047858
C) School Capital Outlay	0.005887
D) Handicap Special Tax	0.000745
E) Merced Co Region Occupation Prog	0.003617
Merced County Mosquito Abatement District	0.012283
Merced County Cemetery District	0.002643
Winton Cemetery District	0.004709
Bloss Healthcare District	0.018313
Merced Irrigation District	0.025245
Total	<u>1.000000</u>