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# LMCHD BOARD MEETING

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July 20, 2020 – 7:00 p.m.

*In accordance with the Governor's Executive Order N-33-20, and for the period in which the Order remains in effect, the Los Medanos Community Healthcare District (LMCHD) Board Room will be closed to the public. During this period of time, the LMCHD Board of Directors has arranged for members of the public to observe and address the meeting telephonically. **TO ATTEND BY TELECONFERENCE:** Toll-Free Dial-In Number: (310) 372-7549, CONFERENCE CODE #975838. Download Agenda Packet and Materials at <http://www.lmchd.org/>*

MINUTES  
REGULAR BOARD MEETING  
LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT  
Monday, June 8, 2020  
7:00 p.m. – LMCHD Board Room

*Board of Directors and public members were invited to attend this meeting telephonically in compliance with the Coronavirus “Shelter in Place” directive.*

**1. CALL TO ORDER/ROLL CALL**

The meeting was called to order at 7:05 p.m.

**Roll Call**

Present: Directors: Mason, Fountain, Young, Strong, Cromartie (via teleconference)  
Absent: Directors: None

**2. PLEDGE OF ALLEGIANCE**

Director Fountain led in the Pledge of Allegiance.

**3. LMCHD MISSION: *LMCHD identifies health disparities among District residents and contributes to solutions* – LMCHD VISION: *LMCHD is cultivating a community in which good health may flourish for all District residents* – Director Lee Mason**

**4. APPROVAL OF AGENDA**

A motion was made by Director Mason, seconded by Director Strong, to approve the agenda. The motion was approved unanimously.

**5. PUBLIC COMMENTS – Non-Agenda Items (3 minutes/individual)**

There were no public comments.

**6. SPECIAL PRESENTATIONS**

**6.1 Presentation regarding submission of a ballot measure for the November 3, 2020 Election Regarding Term Limits – Attorney David Ruderman**

Attorney David Ruderman discussed the process for filing a voter initiative relative to elected members’ term limits. He discussed term limit options and explained that any imposed term limit would not be effective until a majority of voters have approved it. He responded to questions by Board members. There was no staff direction.

**7. CONSENT CALENDAR - Action #200601**

- 7.1 Minutes - Regular Board Meeting of May 11, 2020
- Minutes – Special Meeting of April 27, 2020
- Minutes – Special Meeting of May 15, 2020
- Minutes – Special Meeting of May 28, 2020

**7.2 Receive and File - Financial Report**

- Profit and Loss for July through April 2020
- Budget vs. Actual July through April 2020
  - Balance Sheet as of April 2020
  - Credit Card Charges – April 2020
- Cash Disbursements – April 2020
- Current Financial Statistics

A motion was made by Director Mason, seconded by Director Strong, to approve the Consent Calendar.

Director Cromartie requested to pull Item 7.1 from the Consent Calendar for separate action. The makers of the motion agreed to accept the amended action.

The amended motion was approved by the following vote:

AYES: Directors: Mason, Fountain, Young, Strong, Cromartie  
NOES: Directors: None  
ABSTAIN: Directors: None  
ABSENT: Directors: None

**ITEMS CONSIDERED SEPARATE OF CONSENT CALENDAR**

- 7.1 Minutes - Regular Board Meeting of May 11, 2020
- Minutes – Special Meeting of April 27, 2020
- Minutes – Special Meeting of May 15, 2020
- Minutes – Special Meeting of May 28, 2020

It was confirmed by the staff that the previously requested modification to the April 27, 2020 Minutes had been made.

A motion was made by Director Mason, seconded by Director Cromartie, to approve the minutes of May 11, April 27, May 15 and May 28, 2020. The motion was approved by the following vote:

AYES: Directors: Mason, Fountain, Young, Strong, Cromartie  
NOES: Directors: None

ABSTAIN: Directors: None  
ABSENT: Directors: None

Members requested that future board minutes with previously discussed corrections be included in a “redline” format to show where the changes were made.

## 8. REGULAR AGENDA AND ACTION ITEMS

### 8.1 Review/Approve Resolution approving Budget Adjustment in the amount of \$29,367.40 for 2020 Summer Health and Wellness Program — *Action #200602*

The Board reviewed the staff report, dated June 2, 2020.

A motion was made by Director Mason, seconded by Director Cromartie, to approve Resolution No. 200602 approving an adjustment to 2019-2020 Fiscal Year Budget in the amount of \$29,367.40 to accommodate the 2020 Summer Health and Wellness Program. The motion was approved by the following vote:

AYES: Directors: Mason, Fountain, Young, Strong, Cromartie  
NOES: Directors: None  
ABSTAIN: Directors: None  
ABSENT: Directors: None

### 8.2 Review/Approve Resolution Ordering Specifications of the Election Order - *Action #200603*

The Board reviewed the staff report, dated June 4, 2020.

Director Cromartie mentioned that he would be using the name “J. Vern Cromartie” on his Candidate’s Statement.

A motion was made by Director Cromartie, seconded by Director Fountain, to approve Resolution 200603 Ordering Specifications of the Elections Order. The motion was approved by the Following vote:

AYES: Directors: Mason, Fountain, Young, Strong, Cromartie  
NOES: Directors: None  
ABSTAIN: Directors: None  
ABSENT: Directors: None

### 8.3 Review/Approve Resolution approving an adjustment to the 2019-2020 Fiscal Year Budget in the amount of \$18,000 for legal expenses and appropriate funding from the legal expense reserve in the same amount – *Action #200604*

The Board reviewed the staff report, dated June 4, 2020. A motion was made by Director Fountain, seconded by Director Cromartie, to approve Resolution No. 200604 approving an amendment to the 2019-2020 Fiscal Year Budget in the amount of \$18,000 and

appropriating funding from the Legal Expense Reserve in this amount. The motion was approved by the following vote:

AYES: Directors: Fountain, Young, Strong, Cromartie  
NOES: Directors: Mason  
ABSTAIN: Directors: None  
ABSENT: Directors: None

#### **8.4 Review/Approve Resolution approving adjustment to the 2019-2020 Fiscal Year Budget for various administrative cost line items – *Action #200605***

The Board reviewed the staff recommendation, dated June 3, 2020. This item was reviewed and discussed by the Finance Committee at its meeting on June 3 and addresses budgetary variances in several service and supply items within the administrative cost category.

Accountant Craig Collins responded to questions by Board members relative to this issue. A motion was made by Director Cromartie, seconded by Director Fountain, to remove this item and schedule it for consideration at the next Finance Committee meeting. The motion was approved by the following vote:

AYES: Directors: Mason, Fountain, Young, Strong, Cromartie  
NOES: Directors: None  
ABSTAIN: Directors: None  
ABSENT: Directors: None

### **9. EXECUTIVE DIRECTOR REPORT**

The Executive Director presented updates on the following categories:

- Legislative
- Administrative
- Community Outreach
- Direct Services Programs

This report, dated June 8, 2020, was noted and filed with the District record of this meeting.

### **10. BOARD AND COMMITTEE REPORTS**

- Director Cromartie inquired about a recent letter received by the District from Willie Mims discussing a letter received by a former gardener. Executive Director Lamar Thorpe responded to this inquiry. Director Cromartie urged that any future correspondence received from a citizen be personally responded to by the Executive Director.
- Director Strong proposed holding a Grants Committee meeting prior to the next Finance Committee meeting. This meeting date will be confirmed.

**11. UPCOMING PUBLIC, COMMUNITY AND CIVIC EVENTS**

**12. SUGGESTED FUTURE AGENDA ITEMS**

**13. ADJOURNMENT**

- . There being no further business to come before the Board, the meeting was adjourned at 8:23 p.m.

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Barbara Kee  
Recording Secretary

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Linda Strong  
LMCHD Board Secretary

MINUTES  
SPECIAL BOARD MEETING  
LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT  
Wednesday, June 3, 2020  
12:00 p.m. – LMCHD Board Room

*All members attended the meeting telephonically due to the Coronavirus “Shelter in Place” directive.*

**1. CALL TO ORDER/ ROLL CALL**

The meeting was called to order at 1:52 p.m.

**Roll Call**

Present: Directors: Fountain Young, Strong, Cromartie  
Absent: Directors: Mason

**2. PUBLIC COMMENTS – Non-Agenda Items (3 minutes/individual)**

None.

**3. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTIONS 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION – LAMAR A. THORPE, EXECUTIVE DIRECTOR - *Negotiator: Patt Young, President***

**4. ADJOURNMENT OF CLOSED SESSION**

Director Patt Young announced the Closed Session. The Board adjourned to Closed Session at 1:55 p.m.

**5. RESUME OPEN MEETING - REPORT ACTIONS OF CLOSED SESSION**

The Regular Meeting commenced at 3:00 p.m. There was no reportable action from the Closed Session.

**6. ADJOURNMENT**

There being no further discussion to come before the Board, the meeting was adjourned at 3:02 p.m.

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Barbara Kee  
Recording Secretary

\_\_\_\_\_  
Linda Strong  
Board Secretary

MINUTES

SPECIAL BOARD MEETING  
LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT

Wednesday, June 22, 2020

6:30 p.m. – LMCHD Board Room

*All members attended the meeting telephonically due to the Coronavirus “Shelter in Place” directive.*

**7. CALL TO ORDER/ ROLL CALL**

The meeting was called to order at 6:32 p.m.

**Roll Call**

Present: Directors: Mason, Young, Strong, Cromartie

Absent: Directors: Fountain

**8. PUBLIC COMMENTS – Non-Agenda Items (3 minutes/individual)**

None.

**9. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTIONS 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION – LAMAR A. THORPE, EXECUTIVE DIRECTOR - *Negotiator: Patt Young, President***

**10. ADJOURNMENT OF CLOSED SESSION**

Director Patt Young announced the Closed Session. The Board adjourned the Closed Session at 6.53 p.m.

**11. RESUME OPEN MEETING - REPORT ACTIONS OF CLOSED SESSION**

The regular meeting commenced at 6:53 p.m. There was no reportable action from the Closed Session.

**12. ADJOURNMENT**

There being no further discussion to come before the Board, the meeting was adjourned at 3:02 p.m.

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Barbara Kee  
Recording Secretary

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Linda Strong  
Board Secretary



MINUTES  
SPECIAL BOARD MEETING  
LOS MEDANOS COMMUNITY HEALTHCARE DISTRICT  
**Monday, June 29, 2020 – 10:00 p.m.**  
**LMCHD Board Room**

*All members attended the meeting telephonically due to the Coronavirus “Shelter in Place” directive.*

**1. CALL TO ORDER/ ROLL CALL**

The meeting was called to order at 10:04 a.m.

**ROLL CALL:**

Present: Directors: Mason, Fountain, Young, Strong, Cromartie  
Absent: Directors: None

**2. PUBLIC COMMENTS – (3 minutes/individual)**

There were no public comments.

**3. REVIEW/APPROVE RESOLUTION ADOPTING THE LMCHD 2020-2021 FISCAL YEAR BUDGET – *Action #200606***

Executive Director Thorpe referenced the Finance Committee’s discussion on June 22, 2020 regarding the 2020-2021 FY Budget, stating that it was the Committee’s direction to bring the matter before the Board for action at this meeting. He discussed two alternative budget alternatives and responded to questions by Board members.

Accountant Craig Collins clarified a question regarding the Community Garden Monitor position hours on the proposed budget and agreed that this was an error and would be modified as a condition of the budget approval. The work hours will be changed from 30 hours per week to 20 hours per week.

Mr. Collins additionally responded to a question regarding a proposed modification under Alternative 3F for Line Item No. 60250 regarding compliance assistance.

A motion was made by Director Strong, seconded by Director Mason to accept Budget Alternative 3A, representing a Status Quo Budget for Fiscal Year 2020-2021. The motion was approved by the following vote:

AYES: Board Members: Mason, Young, Strong  
NOES: Board Members: Fountain

ABSENT: Board Members: None  
ABSTAIN: Board Members: Cromartie

*(Director Mason left the meeting at 10:19 a.m.)*

**4. REVIEW/APPROVE RENEWAL OF LMCHD'S GENERAL LIABILITY INSURANCE POLICY, FOR AN AMOUNT NOT TO EXCEED \$7,781 - Action #200607**

The Executive Director discussed the staff report, indicating that the renewal premium has been increased by 1.6%, which is a very reasonable increase. A motion was made by Director Cromartie, seconded by Director Strong, to approve renewal of LMCHD's General Liability Insurance, for a premium amount of \$7,781.00. The motion was approved by the following vote:

AYES: Board Members: Fountain, Young, Strong, Cromartie  
NOES: Board Members: None  
ABSENT: Board Members: Mason  
ABSTAIN: Board Members: None

**5. REVIEW/APPROVE AUDIT MANAGEMENT REPRESENTATION LETTER AND AUTHORIZING DIRECTOR STRONG TO SIGN THE LETTER – Action #200608**

Accountant Craig Collins discussed the draft Management Responsibility letter included with support information. He explained that the letter affirms that there has been no fraud or non-compliance that would affect the financial statements and that the District takes responsibility for implementing internal controls. He mentioned that there is a possibility of minor auditor-recommended changes to the letter and asked that the Board authorize Director Strong as the Treasurer and Executive Director Thorpe to sign the letter, subject to any such recommended minor changes.

A motion was made by Director Cromartie, seconded by Director Strong, to approve the Audit Management Representation letter, subject to minor auditor-recommended modifications. The motion was approved by the following vote:

AYES: Board Members: Fountain, Young, Strong, Cromartie  
NOES: Board Members: None  
ABSENT: Board Members: Mason  
ABSTAIN: Board Members: None

**6. ADJOURNMENT**

There being no additional business to come before the Board, the meeting was adjourned at 10:25 a.m.

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Barbara Kee  
Recording Secretary

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Linda Strong  
Board Secretary

**PLEASE SEE FINANCIAL REPORTS – ATTACHED DOCUMENT**



July 13, 2020

To: LMCHD Board of Directors

From: Craig Collins, CPA

Approved: Lamar A. Thorpe, Executive Director

Subject: Review/Approve Resolution approving adjustment to the 2019-2020 Fiscal Year Budget for various administrative costs line items – ***Action Item #200702***

**DISCUSSION:**

The Board has previously adopted a budget for the 2019-2020 fiscal year that included administrative costs of no more than 25% of anticipated revenue. This matter was referred to the Finance Committee of the Whole for review at its meeting on June 22, 2020.

It was pointed out that the District anticipates small budgetary variances in several service and supply items within the administrative cost category. The District does not anticipate a need to adjust the total administrative cost category as presented in its budget.

The Finance Committee reached consensus to move this item to the full Board for consideration and approval on June 22, 2020.

**RECOMMENDATION:**

To approve Resolution No. 200702 approving a budget adjustment to accommodate the 25% administrative costs requirement.

RESOLUTION NO. 200702

APPROVING AN ADJUSTMENT TO THE 2019-2020 FISCAL YEAR BUDGET FOR  
VARIOUS ADMINISTRATIVE COST LINE ITEMS

WHEREAS, the Board of Directors of the Los Medanos Community Healthcare District previously adopted a budget for the 2019-2020 fiscal year that included a budget for total administrative costs at no more than 25% of anticipated revenue; and

WHEREAS, based on the actual operations of the District during the 2019-2020 fiscal year, the District either has observed or anticipates small budgetary variances in several individual service and supply line items of the administrative cost category, but because some of the variances are positive while others are negative, the District does not anticipate a need to adjust the total administrative cost category as presented on its budget.

NOW, THEREFORE, BE IT RESOLVED that the Los Medanos Community Healthcare District Budget for fiscal year 2019-2020 be amended as follows:

INCREASE 62100 Payroll Processing Fees Expenditures \$167.50  
INCREASE 61600 LAFCO District Fees Expenditures \$761.87  
INCREASE 61000 ACHD & CSDA Dues Expenditures \$917.00  
INCREASE 60870 Discretionary Expn-CEO Expenditures \$417.89  
INCREASE 62450 Small Equipment Expenditures \$497.01  
INCREASE 62200 Phone/Fax/Internet Expenditures \$2,339.16  
INCREASE 62400 Post Office Box Rental Expenditures \$10.00  
INCREASE 62000 Office Supplies Expenditures \$800.00  
INCREASE 63800 Workers Comp Insurance Expenditures \$329.83  
DECREASE 60000 Accounting/Bookkeeping Expenditures \$6,240.26

PASSED AND ADOPTED at the Regular Meeting of the Board of Directors on July 20, 2020.

AYES: Directors:  
NOES: Directors:  
ABSENT: Directors:  
ABSTAIN: Directors:

By: \_\_\_\_\_  
Patt Young, President

Attest:  
\_\_\_\_\_

Linda Strong, Board Secretary



July 15, 2019

TO: LMCHD Board of Directors  
FROM: Barbara Kee, Executive Assistant/Secretary to the Board  
APPROVED: Lamar A. Thorpe, Executive Director  
SUBJECT: Review/Approve authorization for the Executive Director to administer two-year contract with RLB Bookkeeping, not to exceed \$1,200/month – *Action #200703*

DISCUSSION:

The Finance Committee at its meeting on June 22, 2020 reviewed the proposed contract for bookkeeping services.

RECOMMENDATION:

To accept the recommendation of the Finance Committee and authorize the Executive Director to administer a two-year contract with RLB Bookkeeping, not to exceed 1,200/month.

FISCAL IMPACT:

\$14,400.

# **INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this "Agreement") is made on July 1, 2020, by and between Los Medanos Community Healthcare District, a political subdivision of the State of California ("Client"), with a principal place of business at 2311 Loveridge Rd., Pittsburg, California 94565, and RLB Bookkeeping ("Contractor"), an independent contractor, with a principal place of business at 1145 Second St., Suite A, PMB 176, Brentwood, California 94513.

## ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will become effective on July 1, 2020 and will continue in effect until June 30, 2022 unless terminated sooner as provided in this Agreement.

## ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

### Specific Services

2.1. Contractor agrees to perform the services specified in the "Description of Services" attached to this Agreement as Exhibit A and incorporated into this Agreement by reference.

### Method of Performing Services

2.2. Contractor will determine the method, details, and means of performing the above-described services. Client will not train Contractor on any aspect of the job.

### Status of Contractor

2.3. Contractor enters into this Agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that neither it, nor its employees will become an employee, partner, agent, or principal of Client while this Agreement is in effect. Contractor agrees that neither it nor its employees is entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at its own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses for itself and for its employees and/or subcontractor.

#### Payment of Income Taxes

2.4. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this Agreement. On request, Contractor will provide Client with proof of timely payment. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

#### Use of Employees or Subcontractors

2.5. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

### ARTICLE 3. COMPENSATION

3.01. In consideration for the services to be performed by Contractor, Client agrees to pay Contractor for Contractor's services as set forth in Exhibit B, "Compensation".

### ARTICLE 4. OBLIGATIONS OF CONTRACTOR

#### Non-Exclusive Relationship



4.1. Contractor may perform services for, and contract with, as many additional clients, persons, or companies as Contractor, in its sole discretion, sees fit.

#### Time Place and Manner of Performing Work

4.2. Contractor will perform the services under this Agreement at the time and locations of Contractor's choosing, and off Client's premises, except as specified in paragraph 1 of "Description of Services," Exhibit A.

#### Workers' Compensation

4.3. Contractor agrees to provide workers' compensation insurance for him/herself and his/her employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any Contractor or any of his/her employees or agents.

#### Contractor's Qualifications

4.4. Contractor represents that it and its employees have the qualifications and skills necessary to perform the services under this Agreement in a competent, professional manner, without the advice or direction of Client. This means Contractor is able to fulfill the requirements of this Agreement. Failure to perform all the services required under this Agreement constitutes a material breach of the agreement. Contractor has complete and sole discretion for the manner in which the work under this Agreement will be performed.

#### Indemnity

4.5. Contractor agrees to indemnify, defend, and hold Client free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that Client may incur as a result of the negligent performance of any services hereunder by Contractor or the breach by Contractor of any representation or agreement contained in this Agreement.

#### Insurance

4.6. Contractor agrees to obtain and maintain for errors and omissions insurance coverage for the all of the professional services Contractor will provide Client under this Agreement. The insurance limit must be a minimum of \$1 million dollars per occurrence. Contractor shall notify Client within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, Client may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by Client.

#### Assignment by Contractor

4.7. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of Client.

## ARTICLE 5. OBLIGATIONS OF CLIENT

#### Cooperation of Client

5.1. Client agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

#### Assignment by Client

5.2. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Contractor, except that Client may assign this Agreement to an entity which is either partially or wholly owned by Client without the prior written consent of Contractor.

## ARTICLE 6. TERMINATION OF AGREEMENT

### Termination on Notice

6.1. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party. At the end of the sixty (60) day termination period, a final invoice from Contractor will be submitted for processing. The final invoice shall not be due and payable until Contractor has verified with Client that all bookkeeping records are complete, up to date and ready to turn over.

### Termination on Occurrence of Stated Events

6.2. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of either party.
- (c) Death of Contractor.
- (d) Assignment of this Agreement by either party without the consent of the other party.

### Termination for Default

6.3. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay Contractor any compensation due within thirty (30) days after written demand for payment.

- (b) Contractor's failure to complete the services specified in the Description of Services.
- (c) Client or Contractor's material breach of any representation or agreement contained in this Agreement, including but not limited to Contractor's failure to maintain insurance coverage pursuant to section 4.06.

## ARTICLE 7. CONFIDENTIAL INFORMATION

7.01 During the term of this Agreement, Contractor will have access to and become acquainted with confidential information and trade secrets of Client including, but not limited to, information and data relating to finances, customers, business techniques and methods, strategic plans, business operations and related data (collectively, "**Trade Secrets**"). All Trade Secrets are the property of Client and are to be used solely for and in the course of Client's business, and shall be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing the Services under this Agreement. All documents that Contractor prepares, or Trade Secrets that might be given to Contractor in the course of providing the Services under this Agreement, are the exclusive property of Client and, without the prior written consent of Client, shall not be disseminated to any third party except as necessary to perform Contractor's duties under this Agreement.

## ARTICLE 8. GENERAL PROVISIONS

### Notices

8.1. Any notices required to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the fifth (5<sup>th</sup>) day after mailing.

Entire Agreement of the Parties

8.2. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for Client and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

#### Partial Invalidity

8.3. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### Arbitration

8.4. Any controversy or claim arising out of or relating to this Agreement or the breach of the agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.

#### Attorneys' Fees

If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

#### Governing Law

8.5. This Agreement will be governed by and construed in accordance with the laws of the State of California with venue in Contra Costa County.

Execution in Counterparts

8.6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Executed at, \_\_\_\_\_, California, on July 20, 2020

**CLIENT:**

**CONTRACTOR:**

Los Medanos Community Healthcare District, a  
political subdivision  
of the State of California

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

\_\_\_\_\_

**Rhonda Burke, RLB Bookkeeping**

## EXHIBIT A

### **DESCRIPTION OF SERVICES**

Contractor will provide the following services:

1. Provide payroll services, with direct deposit of paychecks. This shall be done according to the established LMCHD payroll schedule(s).
2. Process Federal and State payroll tax payments on behalf of Client. Prepare and file Client's Federal & State quarterly reports, and all related Federal & State year-end reports. Prepare end of year payroll related paperwork including W-2, W-3, and 1099 forms for all vendors and independent contractors that provide a service and are paid \$600 or more for the calendar year. Prepare workers compensation reports.
3. Handle Client's Accounts Payables by processing bills and preparing checks mid-month, end of month, and upon request. This may include investigating invoice accuracy with Client's staff. This includes budget & account tracking as well as paperwork pick-up and delivery as needed.
4. Reconcile Client's bank & credit card statements on a monthly basis.
5. Respond to requests for financial information, such as program budget balances, verification of checks written and funds spent, bank balance, credit card funds availability etc.
6. Attend Client's regular monthly board meeting held on the second Monday of each month. Work closely with Client's Executive Director, Accountant/CPA, Office Staff and Board of Directors to ensure accuracy of financials.
7. Provide support by returning all calls during Monday thru Friday during normal business hours. Return calls and messages left after 6pm or on the weekend by the following business day. Respond to emails within one business day.

## EXHIBIT B

### **COMPENSATION**

Client will pay Contractor a flat fee of One Thousand Two Hundred (\$1,200.00) dollars per month for the services described in the "Description of Services," Exhibit A.

Upon Client and Contractor's mutual agreement, Contractor may provide services outside the scope of the "Description of Services," Exhibit A. Contractor will be entitled to compensation for those services outside the scope of the "Description of Services," Exhibit A at a rate of Sixty Five Dollars (\$65.00) per hour.



## **RLB BOOKKEEPING**

1145 Second St., Ste A - PMB 176

Brentwood, CA 94513

Phone: (925) 918-2702

Fax: 925) 634-6328

Email: rlbbookkeeping@gmail.com

June 22, 2020

RLB Bookkeeping proposes to provide the following services for LMCHD, effective upon the date of approval and valid for a period of two (2) years unless changes become necessary:

- 1) Payroll: Semi-monthly & monthly payroll service with direct deposit & manual paychecks. Monthly processing of Federal & State tax payments. Preparation & filing of Federal & State quarterly reports. Preparation of workers compensation reports. End of year payroll related paperwork including W-2 forms, W-3 form, and all related Federal & State year-end reports. This also includes 1099 forms for all vendors and independent contractors that provide a service and are paid \$600 or more for the calendar year. Tracking of required CA Sick Leave & tracking of vacation hours when applicable. New employee set up, HR processes etc.
- 2) Accounts Payable: Process bills and prepare payments by direct deposit or check mid-month & end of month. Check preparation for grant cycles when scheduled. Investigating invoice accuracy with LMCHD office staff when necessary. Budget & account tracking as needed. Also includes paperwork pick-up and delivery.
- 3) Bank and Credit Card Reconciliation: All bank & credit card statements to be reviewed for accuracy and reconciled on a monthly basis.
- 4) Provide financial reports for program budgets (i.e., Community Garden, Eyeglass Program) for scheduled meetings & upon request. Also specialized reports for Finance Committee (credit card transactions, check register etc.)
- 5) Work closely with Executive Director, LMCHD Accountant, Office Staff and Board of Directors to ensure accuracy of financials.
- 6) Attendance at the regular Monthly Board Meeting, Finance Committee meeting & Staff meetings.
- 7) Provide reports & assist staff with annual audit process.
- 8) Assist with LAIF transfers & make bank deposits as needed.

**\*\* MONTHLY FLAT FEE: \$ 1,200.00**

Additional services over and above the scope of the contract (i.e. additional meetings, special conferences etc.) will be billed at \$65/per hour. Bookkeeping fees are due upon receipt of invoice.

Services may be terminated by either party with a sixty (60) day written notice. At the end of the sixty day termination period, a final invoice from RLB Bookkeeping will be submitted for processing and Rhonda Burke/RLB Bookkeeping will verify in detail with LMCHD Staff/Accountant that all bookkeeping records are complete, up to date and ready to turn over to the subsequent bookkeeper.

We are very conscious of your financial privacy and will not share financial information without the specific permission of the Executive Director or an LMCHD Board Director.

Our telephone is monitored Monday thru Friday between the hours of 7am – 6pm and it is our policy that if we cannot take your phone call immediately, we will return your call within four (4) hours. Messages left after 6pm or on the weekend will be returned the following business day. Emails will also be answered within one business day.

We appreciate this opportunity to work with you and look forward to helping you with your bookkeeping needs.

\_\_\_\_\_  
Rhonda Burke  
RLB Bookkeeping

Date \_\_\_\_\_

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date



To: Board of Directors  
Los Medanos Community Healthcare District

From: Craig D. Collins  
Partner  
Collins Accountancy Company

Date: July 16, 2020

Agenda Item: Receive and File Final Audit for Fiscal Year 2018-2019

#### DISCUSSION

Under state law, the District is required to have an annual audit of its financial statements unless certain exceptions apply. The audit of the District's financial statements for fiscal year 2018-2019 has been completed by Fechter and Company and a copy of the audited financial statements are submitted to you for your records.

The Independent Auditor's Report expresses an unmodified (clean) opinion on the District's financial statements as of and for the year ended June 30, 2019. The Management's Discussion and Analysis section, immediately following the Independent Auditor's Report, provides an overview and summary of the financial statements and an analysis significant changes from the prior year report.

The actual audit report will be submitted separately prior to the Board meeting on Monday.

#### RECOMMENDATION

Receive and file the audited financial statements.

#### FISCAL IMPACT

As the District has already contracted with Fechter and Company to perform this audit, your action to receive and file the financial statements today has no financial impact other than facilitating the orderly payment of Fechter and Company's final invoice for work performed. The total cost of performing the audit is expected to be within the 2019-2020 audit services budgeted amount of \$9,094.11.

July 2, 2020

Fechter and Company Certified  
Public Accountants  
3445 American River Drive, Suite A  
Sacramento, CA 95864

This representation letter is provided in connection with your audit of the basic financial statements of Los Medanos Community Healthcare District, which comprise the respective financial position of the governmental activities, the business-type activities, and governmental fund as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of July 2, 2020, the following representations made to you during your audit.

## Financial Statements

- 1) With the signing of this letter, we have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 4, 2019, sufficiently to support fair presentation of the financial statements and supplementary information in all material respects, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP, if any.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.

- 8) The subsequent events disclosure surrounding the effects of the COVID-19 pandemic on the District is appropriate and there are no reasonable estimates that can be made other than what is stated or adjustments to the financial statements needed.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the District, is contingently liable, if any, have been properly recorded or disclosed.

## Information Provided

- 11) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the District, from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of Los Medanos Community Healthcare District.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the District, and involves-
  - Management,
  - Employees who have significant roles in internal control, or
  - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the District's related parties and all the related party relationships and transactions of which we are aware.
- 19) We affirm that the injunction against the District's dissolution remains in effect and any further action taken to potentially dissolve the District is not expected to be rendered within the next year.
- 20) All confirmation letters submitted to the auditors, facilitated through the District's communication channels for replies, have been signed by authorized agents for each respective agency/grant recipient, and reflect verified and appropriate third-party verification of amounts disbursed.

## Government-specific

- 21) Except as disclosed to you, there have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 22) We have a process to track the status of audit findings and recommendations.
- 23) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

- 24) Los Medanos Community Healthcare District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity. However, as previously disclosed to you, an attempt is under way to dissolve the District through a LAFCo proceeding. The District has initially prevailed in Court but the case is currently on appeal.
- 25) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 26) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance that could have a material financial impact.
- 27) We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 28) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
- 29) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 30) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those non-audit services, including that we assume all management responsibilities: oversee the services by designating Craig Collins, CPA contracted by the District, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes, subject to a change in the subsequent events note to update the date through today for subsequent events review.
- 31) Except as disclosed to you and in the Financial Statements with regard to the encumbrances on the District's property arising from the OSHPD obligation, the District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 32) The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 33) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations where applicable.
- 34) The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34.
- 35) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 36) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 37) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 38) Provisions for uncollectible receivables have been properly identified and recorded, if applicable.
- 39) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.

- 40) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 41) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 42) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 43) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented materially within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.

Contracted Representative/Management Signature: Lamar A. Thorpe

Title: Executive Director

Governance Signature:

Title: Treasurer, LMCHD Board of Directors Linda Strong

...



July 14, 2020

TO: LMCHD Board of Directors

FROM: Barbara Kee, Executive Assistant/Secretary to the Board

APPROVED: Lamar A. Thorpe, Executive Director

SUBJECT: Review/Approve Board Community Benefit Funding for the Pittsburg Unified School District – **Action #200705**

DISCUSSION:

Director Strong has offered Community Benefit Funding to improve education programs the Pittsburg Unified School. This program will provide needed funding to assist students in need of support for the upcoming school year.

RECOMMENDATION:

To approve Community Benefit funding in the amount of \$5,000 to support the Pittsburg Unified School District.

FISCAL IMPACT:

\$5,000 – Board Member Community Benefit Funding



Los Medanos Community Healthcare District

**Board of Directors Community Benefit Fund  
Request for Expenditure<sup>1</sup>**

Purpose of Expenditure	Expenditure Amount (up to \$5,000 per fiscal year)
<p style="text-align: center;">██████████</p> <p><i>To improve education programs for Pittsburg Unified School District</i></p>	
<b>Total</b>	<b>\$5,000.00</b>

How this expenditure relates to the District's strategic goals:

I hereby certify that the expenditure(s) set forth above have not and will not: (1) be used to provide personal funds for any Board members, family members, or those who would create the appearance of a conflict of interest or to supplement any personal activities, or for any use other than charitable purposes consistent with the LMCHD Strategic Plan; (2) be used to supplement a Health and Wellness Funding awardee or a District-Direct Initiative Project or Program; and (3) be compounded for a grantee receiving multiple amounts from the same and/or different Board members in the same fiscal year.

Signature of submitting Board member                     *Linda Strong*                    

Approved by \_\_\_\_\_  
Patt Young, LMCHD Board President

Make check payable: Pittsburg Unified School District  
c/o Antonio Marino  
2000 Railroad Ave.  
Pittsburg, CA 94565

1 This request for expenditure, along with relevant documents that explain the need and use of such expenditure(s) and all receipts associated with such expenditure(s), must be submitted to the Executive Director at least 5 days before the requested funds are disbursed.

2 The request must be approved by the Board President or the Finance Committee Chair, and may not be approved by the Board member submitting the request