



P. O. Box 95  
San Andreas, CA 95249  
(209) 754-4468 Phone  
(209) 754-2537 Fax

**Special Finance Committee Meeting**  
**Thursday September 19, 2018**  
**9:00 am**  
**Mark Twain Medical Center Education Center - Classroom 5**  
**San Andreas, CA**

## **Agenda**

### Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

1. **Call to order:**
2. **Roll Call:**
3. **Approval of Agenda:** Action
4. **Public Comment On Matters Not Listed On The Agenda:**

The purpose of this section of the agenda is to allow comments and input from the public on matters within the jurisdiction of the Mark Twain Health Care District not listed on the Agenda. (The public may also comment on any item listed on the Agenda prior to Committee action on such item.) **Limit of 3 minutes per speaker.** The Committee appreciates your comments however it will not discuss and cannot act on items not on the agenda.

**This Institution is an Equal Opportunity Provider and Employer**

Agenda – September 19, 2018 MTHCD Special Finance Committee Meeting

**5. Consent Agenda: Action**

All Consent items are considered routine and may be approved by the Committee without any discussion by a single roll-call vote. Any Board Member or member of the public may remove any item from the Consent list. If an item is removed, it will be discussed separately following approval of the remainder of the Consent items.

**A. Un-Approved Minutes:**

- Un-Approved Special Finance Committee Meeting Minutes for August 8, 2018:

**B. Bank and Investment Statements:**

- Bank of Stockton Statement:
- Umpqua Statement:

**C. County Auditor / Controller’s June Report:**

**6. New Business:**

- A. Financial Services Agreement With CSDA: Action.....Ms. Atkinson
- B. Termination Notice Administrative Services Agreement – MTMC: Action.....Dr. Smart

**7. Controller’s Report: Action.....Mr. Krieg**

- Financial Status, Trends, Long-Term Views and Cashflow:
- June Financials Will Be Presented to The Committee:
- Financial Dashboard:

**8. Executive Director’s Report:**

- USDA Loan Draws:

**9. Treasurer’s Report:.....Ms. Atkinson**

- Investments Policy No. 22:

**10. Comment and Future Agenda Items:**

**11. Next Meeting:**

- The next meeting will be October 10, 2018

**12. Adjournment: Action**

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**Finance Committee Meeting  
Wednesday August 8, 2018  
9:00 am  
Mark Twain Medical Center Education Center - Classroom 5  
San Andreas, CA**

## **Un- Approved Minutes**

### Mark Twain Health Care District Mission Statement

“Through community collaboration, we serve as the stewards of a community health system that ensures our residents have the dignity of access to care that provides high quality, professional and compassionate health care”.

#### **1. Call to order:**

The meeting was called to order by Treasurer Susan Atkinson at 9:00am.

#### **2. Roll Call:**

Present for roll call were Ms. Atkinson, MSW, Ms. Radford, FNP and Mr. Mark Smith.

#### **3. Approval of Agenda: Action**

Ms. Radford moved to approve the agenda. The motion passed 3-0 when Mr. Smith provided his second.

#### **4. Public Comment On Matters Not Listed On The Agenda:**

Hearing none.

#### **5. Consent Agenda: Action**

##### **A. Un-Approved Minutes:**

- Un-Approved Special Finance Committee Meeting Minutes for July 18, 2018:

##### **B. Bank and Investment Statements:**

- Bank of Stockton (7-30-2018):

##### **C. County Auditor / Controller’s June Report:** Not yet received.

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Ms. Radford moved to approve the Consent Agenda. Mr. Smith provided his second and the motion passed 3-0.

## **6. New Business:**

### **A. Rick Wood, CSDA Finance & Admin. Director:**

Dr. Smart: Introduced Mr. Wood as the CFO for CSDA and asked him to describe the accounting services he might be able to help the District with as the District transitions from the MTMC account services.

- Accounting Services:
- Umpqua Bank Services:

Mr. Wood: Is working with to develop a pilot program within CSDA to assist three small districts with their accounting needs. The District could be one of the three in the program, hire a part-time bookkeeper and he would assist in the training and attend Board meetings. The District could participate in a Cal-Trust program as well as have a commercial credit card through Umpqua Bank. He would be instrumental in the set-up, obtaining necessary resources such as software and meeting the necessary requirements for the District. Cal-Trust:

Dr. Smart: Has researched; LAIF and Cal-Trust for investment options. While LAIF is very liquid it doesn't offer a very good return.

Mr. Wood: Suggested looking into Black Rock and asking them to visit the district.

## **7. Controller's Report: Action**

- Financial Status, Trends, Long-Term Views and Cashflow:
- June Financials Will Be Presented to The Committee:
- Financial Dashboard:

Mr. Krieg: The budget is based on the new lease which is in progress. The budget figures will "true up" when the lease is signed; revenues were higher than last year due to higher tax and investment income; the minority interest for the MTMC Corp. decreased again for the month.

## **8. Executive Director's Report:**

- USDA Loan:
- USDA Loan Draws:

Dr. Smart: Anticipates the USDA loan will close on Sept. 5<sup>th</sup> and the District can request the first draw of approx. \$385k. through the Bank of Stockton; there will be some large amounts to be paid as the project gets the building permit, the CCWD permit, the grading permit and pays for the bond attorney.

**This Institution is an Equal Opportunity Provider and Employer**

9. **Treasurer's Report:**.....Ms. Atkinson

- **Investments Policy No. 22:**

Mr. Wood: Will review the District's draft investment policy and make suggestions.

- **New Accounting Services and Discussion:**

Mr. Krieg: Will assist in the ordering of check stock, researching the program best suited for the District to transition from the MTMC accounting services.

10. **Comment and Future Agenda Items:**

11. **Next Meeting:**

- The next meeting will be September 12, 2018

Ms. Atkinson: Requested the next Finance Committee meeting be changed to Sept 19<sup>th</sup> and suggested inviting Cal Trust.

Dr. Smart: It is likely there will be a Special Board Meeting on Sept. 20<sup>th</sup>.

12. **Adjournment:** Action

Ms. Radford was called from the meeting prior to adjournment.

Mr. Smith moved to adjourn the meeting. Ms. Atkinson provided her second and the motion passed 2-0 with Ms. Radford absent.



Checking \*\*5660

**\$384,706.92**

Last Updated: 9/11/2018 3:43 PM

Available Balance

Available Balance	\$384,706.92
Current Balance	\$384,706.92
Last Statement Date	8/31/2018

Date	Description	Amount
SEP 5 2018	RD TREAS 310 MISC PAY MARK TWAIN HEALTH C	\$34,000.00 \$384,706.92
SEP 5 2018	RD TREAS 310 MISC PAY MARK TWAIN HEALTH C	\$350,591.92 \$350,706.92
AUG 7 2018	☞ CREDIT MEMO	\$30.00 \$115.00
JUL 31 2018	MONTHLY FEE	(\$15.00) \$85.00
JUL 13 2018	☞ CREDIT MEMO	\$30.00 \$100.00
JUN 29 2018	MONTHLY FEE	(\$15.00) \$70.00
MAY 31 2018	MONTHLY FEE	(\$15.00) \$85.00

APR 27 2018	RD TREAS 310 MISC PAY MARK TWAIN HEALTH DIST	\$0.00 \$100.00
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APR 19 2018	☞ CUSTOMER DEPOSIT	\$100.00 \$100.00
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**Page totals:** Credits: [6] **\$384,751.92** | Debits: [3] **(\$45.00)**



Customer Service:  
1-866-486-7782

MARK TWAIN HEALTHCARE DISTRICT  
768 MOUNTAIN RANCH RD  
SAN ANDREAS CA 95249-9707

Last statement: July 31, 2018  
This statement: August 31, 2018

Save time and money on payroll with one of our full-service options. Business Online Payroll(R) is a cost-effective, online payroll solution with complete tax pay and file service. Paychex(R) is a full-service option which includes expert, one-on-one service. Visit our website to learn more about payroll services available through Umpqua Bank.

**PUBLIC FUNDS CHECKING**

Account number	991418591	Beginning balance	\$456,959.38
Low balance	\$273,584.73	Deposits/Additions	\$100,712.60
Average balance	\$335,763.06	Withdrawals/Subtractions	\$248,504.72
Interest earned	\$0.00	Ending balance	\$309,167.26

**Deposits/Additions**

<u>Date</u>	<u>Description</u>	<u>Additions</u>
08-24	Deposit	8,227.37
<b>Total Additions</b>		<b>\$8,227.37</b>

**ACH and Electronic Payments/Subtractions**

<u>Date</u>	<u>Description</u>	<u>Subtractions</u>
08-07	ACH Debit Intuit Payroll S Quickbooks 946003128 20180807	5,571.40
08-15	ACH Debit Employment Devel Edd Eftpmt 2059370816 20180815	1,208.61
08-15	ACH Debit IRS Usataxpymt 274862783483277 20180815	4,570.46
08-27	ACH Debit Intuit Payroll S Quickbooks 946003128 20180827	4,578.19
08-30	ACH Debit Intuit Payroll S Quickbooks 946003128 20180830	2,136.61
<b>Total ACH and Electronic Payments/Subtractions</b>		<b>\$18,065.27</b>

**ACH and Electronic Deposits/Additions**

<u>Date</u>	<u>Description</u>	<u>Additions</u>
08-03	ACH Credit Resource Connect 080118 20180803	750.00
08-20	ACH Credit Chw Ap Payment 125442 20180820	53,189.81
08-30	ACH Credit Chw Ap Payment 125442 20180830	38,545.42
<b>Total ACH and Electronic Deposits/Additions</b>		<b>\$92,485.23</b>

**Daily Balances**

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
07-31	456,959.38	08-10	377,303.62	08-22	278,477.87
08-01	440,290.27	08-14	377,281.82	08-23	277,650.83
08-02	420,958.38	08-15	371,502.75	08-24	278,257.77
08-03	392,980.01	08-16	286,389.91	08-27	273,584.73
08-07	386,413.37	08-17	283,641.70	08-30	309,993.54
08-08	377,663.37	08-20	308,623.74	08-31	309,167.26
08-09	377,549.62	08-21	299,105.02		

**Overdraft Fee Summary**

	<b>Total For This Period</b>	<b>Total Year-to-Date</b>
<b>Total Overdraft Fees</b>	\$0.00	\$35.00
<b>Total Returned Item Fees</b>	\$0.00	\$0.00

**Checks**

<u>Check #</u>	<u>Amount</u>	<u>Date</u>	<u>Check #</u>	<u>Amount</u>	<u>Date</u>
14688	\$246.00	08-10	14738	\$4.67	08-23
*14714	\$113.75	08-09	14739	\$37.44	08-23
14715	\$51.00	08-01	14740	\$784.93	08-23
14716	\$15,687.00	08-01	14741	\$1,166.26	08-22
14717	\$689.00	08-01	14742	\$12.87	08-21
14718	\$37.44	08-01	14743	\$4,335.00	08-21
14719	\$4.67	08-01	*14746	\$28,129.22	08-20
14720	\$19,331.89	08-02	14747	\$129.00	08-22
*14722	\$200.00	08-01	14748	\$1,241.05	08-21
*14724	\$1,228.37	08-03	14749	\$1,031.30	08-21
*14727	\$27,500.00	08-03	14750	\$902.97	08-21
14728	\$8,750.00	08-08	14751	\$410.16	08-21
14729	\$995.24	08-07	14752	\$664.00	08-21
14730	\$2,748.21	08-17	14753	\$18.55	08-20
14731	\$294.92	08-16	14754	\$465.97	08-21
14732	\$924.79	08-16	*14757	\$83,628.00	08-16
14733	\$265.13	08-16	*14759	\$285.00	08-21
14734	\$21.80	08-14	14760	\$60.00	08-20
14735	\$170.40	08-21	14761	\$94.85	08-27
14736	\$7,620.43	08-24	*14770	\$826.28	08-31
14737	\$19,331.89	08-22			

(\* Skip in check sequence, R-Check has been returned, + Electronified check))

Total Checks paid: 41 for **-\$230,439.45**



Customer Service:  
1-866-486-7782

MARK TWAIN HEALTHCARE DISTRICT  
INVESTMENT ACCOUNT  
768 MOUNTAIN RANCH RD  
SAN ANDREAS CA 95249-9707

Last statement: July 31, 2018  
This statement: August 31, 2018

Save time and money on payroll with one of our full-service options. Business Online Payroll(R) is a cost-effective, online payroll solution with complete tax pay and file service. Paychex(R) is a full-service option which includes expert, one-on-one service. Visit our website to learn more about payroll services available through Umpqua Bank.

**PUBLIC FUNDS MONEY MARKET**

Account number	0991699422	Beginning balance	\$771,486.28
Low balance	\$771,486.28	Additions/Deposits	\$229.33
Average balance	\$771,486.28	Withdrawals/Subtractions	\$0.00
Interest paid year to date	\$1,884.58	Ending balance	\$771,715.61
Interest earned	\$229.33		

**Other Deposits/ Additions**

<u>Date</u>	<u>Description</u>	<u>Additions</u>
08-31	Interest Credit	229.33
<b>Total Other Deposits/ Additions</b>		<b>\$229.33</b>

**Daily Balances**

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
07-31	771,486.28	08-31	771,715.61

**Interest Information**

Annual percentage yield earned	.35%
Interest-bearing days	31
Average balance for APY	\$771,486.28
Interest earned	\$229.33
Interest paid year to date	\$1,884.58
Statement period	08/01 to 08/31

**Overdraft Fee Summary**

	<b>Total For This Period</b>	<b>Total Year-to-Date</b>
<b>Total Overdraft Fees</b>	\$0.00	\$0.00
<b>Total Returned Item Fees</b>	\$0.00	\$0.00

**Checks**

(\* Skip in check sequence, R-Check has been returned, + Electronified check))

Total Checks paid: 0 for **-\$0.00**



Rebecca Callen  
Auditor-Controller  
(209) 754-6343

891 Mountain Ranch Rd.  
San Andreas, CA 95249  
FAX (209) 754-6888

MEMORANDUM

TO: Special Districts  
FROM: Rebecca Callen, Auditor-Controller  
DATE: Wednesday, August 29, 2018  
SUBJ: June 2018 is closed

June is now closed.

- As of 7/1/18, 4990 and 5890 (trust fund) revenue and expense will no longer be allowed.
- All balances have been rolled forward to 7/1/2018

Should you have any questions, feel free to contact us directly.

**County of Calaveras  
General Ledger Summary  
Balance Sheet Accounts  
As of 6/30/2018**

**Fund 2720 Mark Twain Hospital**

<u>Object Code</u>	<u>Object Description</u>	<u>Balance</u>
<u>Assets</u>		
1006	Cash in Treasury	61,388.79
Total Assets		<u>\$61,388.79</u>
<u>Liabilities</u>		
Total Liabilities		<u>\$0.00</u>
<u>Fund Balance</u>		
3002	Fund Bal Unreserv/Undesign	68,162.66
Total Fund Balance		<u>\$68,162.66</u>
Year-to-Date Revenues		\$1,000,017.36
Year-to-Date Expenditures		\$1,006,791.23
Year-to-Date Transfers In		\$0.00
Year-to-Date Transfers Out		\$0.00
Year-to-Date Clearing Accounts		<u>\$0.00</u>
Total Fund Equity		<u>\$61,388.79</u>
Total Liabilities and Fund Equity		<u><u>\$61,388.79</u></u>

**County of Calaveras  
Budget and Actuals by Budget Class**

As of 6/30/2018

Fiscal Year: 2017

		Budget Version-	Budget	Encumbrance	Y-T-D Actuals	Balance	% Remaining
<b>Org Key:</b>	27200010	Mark Twain Hospital					
<b><u>Taxes</u></b>							
4010	Current Secured Taxes		0.00	0.00	954,381.81	(954,381.81)	0.00 %
4013	SB2557 Reduction		0.00	0.00	(20,069.55)	20,069.55	0.00 %
4015	Unitary Taxes		0.00	0.00	25,755.21	(25,755.21)	0.00 %
4017	Suppl Current Secured Taxes		0.00	0.00	7,834.90	(7,834.90)	0.00 %
4020	Current Unsecured Taxes		0.00	0.00	13,368.93	(13,368.93)	0.00 %
4027	Suppl Current Unsecured Taxes		0.00	0.00	179.20	(179.20)	0.00 %
4040	Prior Unsecured Taxes		0.00	0.00	538.53	(538.53)	0.00 %
4465	State Timber Tax		0.00	0.00	3,623.98	(3,623.98)	0.00 %
<b>Total Taxes</b>			<b>0.00</b>	<b>0.00</b>	<b>985,613.01</b>	<b>(985,613.01)</b>	<b>0.00</b>
<b><u>Revenue From Use of Money/ Property</u></b>							
4300	Interest		0.00	0.00	973.75	(973.75)	0.00 %
<b>Total Revenue From Use of Money/ Propert</b>			<b>0.00</b>	<b>0.00</b>	<b>973.75</b>	<b>(973.75)</b>	<b>0.00</b>
<b><u>Intergovernmental Revenue- State</u></b>							
4463	State Homeowners Prop Tax Rel		0.00	0.00	11,186.60	(11,186.60)	0.00 %
4580	State Other Aid		0.00	0.00	0.00	0.00	0.00 %
<b>Total Intergovernmental Revenue- State</b>			<b>0.00</b>	<b>0.00</b>	<b>11,186.60</b>	<b>(11,186.60)</b>	<b>0.00</b>
<b><u>Misc. Revenue</u></b>							
4724	Other Miscellaneous Revenue		0.00	0.00	2,244.00	(2,244.00)	0.00 %
<b>Total Misc. Revenue</b>			<b>0.00</b>	<b>0.00</b>	<b>2,244.00</b>	<b>(2,244.00)</b>	<b>0.00</b>
<b>Total Revenue</b>			<b>0.00</b>	<b>0.00</b>	<b>1,000,017.36</b>	<b>(1,000,017.36)</b>	
<b><u>Services and Supplies</u></b>							
5411	Special Department Expense		0.00	0.00	1,006,791.23	(1,006,791.23)	0.00 %
<b>Total Services and Supplies</b>			<b>0.00</b>	<b>0.00</b>	<b>1,006,791.23</b>	<b>(1,006,791.23)</b>	<b>0.00</b>
<b>Total Expenses</b>			<b>0.00</b>	<b>0.00</b>	<b>1,006,791.23</b>	<b>(1,006,791.23)</b>	
<b>Total Revenue</b>			<b>0.00</b>	<b>0.00</b>	<b>1,000,017.36</b>	<b>(1,000,017.36)</b>	
<b>Total Expenses</b>			<b>0.00</b>	<b>0.00</b>	<b>1,006,791.23</b>	<b>(1,006,791.23)</b>	
<b>Key Total for</b>	<b>27200010</b>		<b>0.00</b>	<b>0.00</b>	<b>(6,773.87)</b>	<b>6,773.87</b>	

**County of Calaveras  
Detail Activity Report  
As of 6/30/2018**

Fiscal Year: 2017 - 2018

Dept. Head: 19 - District

Org Key: 27200000 - Mark Twain Hosp Admin

							Y-T-D Actuals	Balance	Percent Remaining
			Status	Budget	Encumbrance				
27200000	Mark Twain Hosp Admin			Budget Balance (includes activity below)					
3002	Fund Bal Unreserv/Undesign			0.00	0.00		68,162.66	(68,162.66)	0.00 %
<b>Net - Mark Twain Hosp Admin</b>				<b>\$0.00</b>	<b>\$0.00</b>		<b>68,162.66</b>	<b>\$0.00</b>	<b>0.00 %</b>
27200010	Mark Twain Hospital			Budget Balance (includes activity below)					
4010	Current Secured Taxes			0.00	0.00		954,381.81	(954,381.81)	0.00 %
06/30/2018	CS JUN APPORT	JE	TX061700025	JKT063018G	/	PROP TAX 1%	N/A..N/A	-48,795.89	
<b>Total of Transactions For: 4010</b>							<b>-48,795.89</b>		
4013	SB2557 Reduction			0.00	0.00		(20,069.55)	20,069.55	0.00 %
4015	Unitary Taxes			0.00	0.00		25,755.21	(25,755.21)	0.00 %
06/30/2018	UNITARY JUNE APPORT	JE	TX061700043	JKT063018X	/	PROP TAX 1%	N/A..N/A	-362.35	
<b>Total of Transactions For: 4015</b>							<b>-362.35</b>		
4017	Suppl Current Secured Taxes			0.00	0.00		7,834.90	(7,834.90)	0.00 %
06/30/2018	SS JUN APPORT	JE	TX061700028	JKT063018J	/	PROP TAX 1%	N/A..N/A	-1,309.44	
<b>Total of Transactions For: 4017</b>							<b>-1,309.44</b>		
4020	Current Unsecured Taxes			0.00	0.00		13,368.93	(13,368.93)	0.00 %
06/30/2018	CU JUN APPORT U ROLL	JE	TX061700029	JKT063018K	/	PROP TAX 1%	N/A..N/A	-74.83	
<b>Total of Transactions For: 4020</b>							<b>-74.83</b>		
4027	Suppl Current Unsecured Taxes			0.00	0.00		179.20	(179.20)	0.00 %
06/30/2018	SU JUN APPORT	JE	TX061700033	JKT063018O	/	PROP TAX 1%	N/A..N/A	-56.40	
<b>Total of Transactions For: 4027</b>							<b>-56.40</b>		
4040	Prior Unsecured Taxes			0.00	0.00		538.53	(538.53)	0.00 %

**County of Calaveras  
Detail Activity Report  
As of 6/30/2018**

Fiscal Year: 2017 - 2018

Dept. Head: 19 - District

Org Key: 27200010 - Mark Twain Hospital

				Status	Budget	Encumbrance	Y-T-D Actuals	Balance	Percent Remaining
06/30/2018	DU JUN APPORT GX ROLL	JE	TX061700032	JKT063018N	/ PROP TAX 1%	N/A..N/A	-119.54		
06/30/2018	DU JUN APPORT Y ROLL	JE	TX061700031	JKT063018M	/ PROP TAX 1%	N/A..N/A	-38.16		
<b>Total of Transactions For: 4040</b>							<b>-157.70</b>		
4300	Interest				0.00	0.00	973.75	(973.75)	0.00 %
06/30/2018	6/18 Interest Allocation	JE	JE06170395	JINT618B	/	N/A..N/A	-472.70		
<b>Total of Transactions For: 4300</b>							<b>-472.70</b>		
4463	State Homeowners Prop Tax Rel				0.00	0.00	11,186.60	(11,186.60)	0.00 %
4465	State Timber Tax				0.00	0.00	3,623.98	(3,623.98)	0.00 %
4580	State Other Aid				0.00	0.00	0.00	0.00	0.00 %
4724	Other Miscellaneous Revenue				0.00	0.00	2,244.00	(2,244.00)	0.00 %
5411	Special Department Expense				0.00	0.00	1,006,791.23	(1,006,791.23)	0.00 %
<b>Net - Mark Twain Hospital</b>					<b>\$0.00</b>	<b>\$0.00</b>	<b>-6,773.87</b>	<b>\$6,773.87</b>	<b>0.00 %</b>

**AGREEMENT FOR ACCOUNTING & FINANCIAL SERVICES**  
**BETWEEN**  
**CALIFORNIA SPECIAL DISTRICTS ASSOCIATION**  
**And**  
**MARK TWAIN HEALTH CARE DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Mark Twain Health Care District, a political subdivision of the State of California, hereinafter referred to as “District” and California Special Districts Association, a California nonprofit corporation, hereinafter referred to as “CSDA.”

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. District desires to engage the professional services of CSDA to perform such professional services as are specified in Section 1 and Exhibit A hereof.
- B. CSDA desires to provide such services to District in accordance with the terms and conditions of this Agreement.
- C. The performance of such professional services by CSDA has been determined by District to be in the public interest.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, District and CSDA agree as follows:

**1. Scope of Work.**

District engages the services of CSDA and CSDA accepts such engagement, as an independent contractor, to perform the work and render the services described in “Scope of Services” which is attached hereto as Exhibit A and incorporated herein by this reference (hereinafter collectively referred to as the “Work”) on and subject to the terms and conditions set forth in this Agreement. The Work is not intended to replace services normally provided by licensed professionals, like attorneys or auditors, but rather to provide assistance and general guidance to the District as provided on Exhibit A.

**2. Payment.**

A. In consideration for the services to be performed by CSDA, District agrees to pay CSDA as specified in Exhibit A attached hereto. District must maintain CSDA membership in good standing to receive services under this Agreement.

CSDA shall neither be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in this Agreement, unless agreed to and approved in advance by the District in writing.

Payment of compensation shall be paid by District within thirty (30) business days after receipt of a monthly invoice from CSDA for the Work actually performed which shall specifically describe the details of the Work performed for which compensation is requested, and itemize the actual time expended by CSDA in providing such work. The monthly invoice shall describe the tasks and services performed, the time spent performing such services, the hourly rate charged therefor, and the identity of individuals performing such services for the benefit of District. The monthly invoice shall also include a detailed itemization of expenses incurred for which reimbursement is requested.

If the Work is satisfactorily completed and the monthly invoice is accurately computed, then District shall pay the invoice within thirty (30) days of its receipt. If payment of any monthly invoice has not been challenged by District and payment therefor is not received by CSDA within thirty (30) days of its receipt by District, then CSDA shall be excused from performing any more Work on behalf of District specified in Exhibit A until such past due amounts have been received and the District is current on payment of all past due invoices. District may challenge the accuracy of an invoice within ten (10) business of its receipt and in the event the District challenges an invoice the parties shall work cooperatively to resolve any disputed amounts therein. In such event, CSDA shall either provide any back up reasonably necessary to resolve the disputed amounts or provide District with a new corrected invoice.

B. CSDA shall properly advise District as soon as reasonably practicable upon gaining knowledge of a condition, event or series of events that may affect the scope and/or cost of Work to be provided pursuant to this Agreement. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the District. In the event the District orders services added, deleted or reduced, the Scope of Services at Exhibit A shall be amended to specify the services added, deleted or reduced, and specify the compensation which shall likewise be added, deleted or reduced by a fair and reasonable amount. Said Amended Scope of Services shall be signed by both the District and CSDA as an Amendment to this Agreement, in order for such amended Scope of Services to be binding on the parties. CSDA shall only be compensated for Work actually performed in accordance with a Scope of Services and any agreement regarding modified compensation executed by both parties to this Agreement.

### 3. **Term.**

A. This Agreement shall take effect on the above date and shall continue in effect for a period of one (1) year with automatic one-year extensions, or until terminated as provided below.

B. This Agreement may be terminated at any time without cause for any or all portions of the Work by either party upon thirty (30) days written notice to the other party. *[Note: Does this provide the District enough time to engage a substitute service provider in the event of termination?]*

C. In the event of Agreement termination, District shall pay to CSDA as full payment for all services performed and all expenses incurred under this Agreement, those amounts specified in a final invoice prepared by CSDA pursuant to the provisions of Section 2 hereof providing a detailed itemization of time spent performing services and expenses incurred for which reimbursement is requested through the date of notification of termination of this Agreement. Upon such termination, CSDA will promptly provide all records and work product to District and surrender all passwords.

**4. Sub-consultants.**

CSDA may employ other consultants necessary in connection with the performance of the Work only with the prior written consent of District. Each sub-consultant shall, in addition to any other requirements of District, be bound by the confidentiality provisions in this Agreement to the same extent as CSDA. The services of such consultants shall be coordinated and paid for by CSDA and District shall reimburse CSDA for the costs incurred in retaining such consultants as part of the monthly invoice from CSDA to District.

**5. Ownership of Documents.**

All documents prepared by CSDA under this Agreement shall be the exclusive property of District. By this Agreement, CSDA transfers all of its right, title and interest in such documents to District. All confidential information that is communicated to CSDA by the District in connection with performing the above mentioned accounting and financial services shall be held by CSDA in full trust and confidence for the District's benefit. CSDA will not communicate or permit anyone else to communicate any of the District's information that is acquired while performing the accounting and financial services during or after the fulfilling of this Accounting and Financial Services Agreement.

**6. Mutual Indemnification**

Each party hereby agrees to defend, indemnify, save and hold harmless the other party, its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any alleged negligent act or omission by the indemnifying party or any of its officers, directors, employees, or agents arising out of the performance of their

respective obligations specified in this Agreement; and/or (ii) the indemnifying party's actual or alleged breach of any of the covenants, representations and warranties made in this Agreement. This indemnity shall require the payment of defense and indemnification costs and expenses as they occur. Each party shall promptly notify the other party upon receipt of any claim or legal action referenced in this Section. The provisions of this Section shall survive any termination or expiration of this Agreement.

**7. Independent Contractor.**

The parties hereto agree that at all times during the term of this Agreement CSDA, CSDA's employees, sub-consultants and agents hired to perform services pursuant to this Agreement are independent contractors and are not agents or employees of District. CSDA shall have control over the means, methods, techniques, sequences, and procedures for performing and coordinating the Work required by this Agreement. If, in the performance of this Agreement, any third parties are employed or contracted by CSDA, such employees or subcontractors shall be entirely and exclusively under the direction, supervision and control of CSDA. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or contract shall be determined by CSDA, and District shall have no right or authority over such persons or the terms of their employment or contract.

Therefore, neither CSDA or any third persons employed by or contracted by CSDA to perform services pursuant to this Agreement shall be entitled to workers' compensation benefits from District should CSDA or any of its employees, agents or contractors sustain an injury in the course of performing services specified in this Agreement. Furthermore, neither CSDA nor any third persons or contractors employed by CSDA shall be entitled to any other benefits payable to employees of District. CSDA hereby agrees to indemnify, defend and hold District harmless from any and all claims that may be made against District based on any contention by any third party that an employer/employee relationship exists or that a contractual relationship exists between District and that third party by reason of this Agreement.

**8. Representative of District.**

The Executive Director of District, or his or her designated representative, shall represent District in all matters pertaining to the services to be rendered under this Agreement, except where and if approval specifically is required by District's Board of Directors. All requirements pertaining to services to be rendered under this Agreement shall be submitted to the Executive Director of the District. CSDA shall consult with the Executive Director on all matters relative to this Agreement and District shall cooperate with CSDA in all matters relative to this Agreement in such a manner as will result in the performance of the Work without delay.

**9. Entire Agreement.**

This writing and the documents incorporated herein by reference as Exhibit A represents the sole, entire, exclusive and integrated contract between the parties concerning the Work, and supersedes all prior and contemporaneous oral and/or written negotiations, representations or contracts between the parties concerning the subject matter hereof. Each party to this Agreement acknowledges that no representations or promises have been made by any party hereto which are not embodied herein, and that no other agreement or promise not contained in this Agreement or in the incorporated documents shall be valid or binding. This Agreement may be amended only by a subsequent written agreement approved and executed by both parties.

**10. Successors and Assignment.**

This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, CSDA shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of District.

**11. No Waiver of Rights.**

Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by District to CSDA shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default. The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of utilizing any remedy provided by law.

**12. Severability.**

If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.

**13. Attorney's Fees.**

In the event any arbitration, litigation or other action or proceeding of any nature between District and CSDA becomes necessary to enforce or interpret all or any portion of this Agreement, or in the event of any alleged breach by either party of any of the terms hereof, it is mutually agreed that the prevailing party will be entitled to an award of reasonable attorney's fees, costs and expenses from the other party. The prevailing party will be entitled to an award of attorney's fees in an amount sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.

**14. Governing Law.**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

15. **Notice.**

All notices, consents, requests, demands or other communications to or upon the respective parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid, and (iv) transmittal by electronically confirmed facsimile or e-mail without notation of error (provided such notices, consents, requests, demands or other communications are also delivered via one of the other approved methods), addressed as follows:

District: MARK TWAIN HEALTH CARE DISTRICT

Attn.: RANDY SMART, MD  
EXECUTIVE DIRECTOR  
P.O. BOX 95  
SAN ANDREAS, CA 95249

Facsimile: \_\_\_\_\_

E-Mail \_\_\_\_\_

CSDA: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION

Attn.: Neil McCormick, CEO  
1112 I Street Ste. 200  
Sacramento, CA 95814

Facsimile: \_\_\_\_\_

E-Mail \_\_\_\_\_

In this section “**business day**” means days other than Saturdays, Sundays, and federal and state legal holidays. Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt. Receipt of communication by facsimile shall be sufficiently evidenced by a machine generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

16. **CSDA Representations, Warranties and Covenants.** CSDA hereby represents, warrants and covenants to District as follows:

A. CSDA possesses the necessary, skills, qualifications, and personnel to perform the Work for the benefit of District.

B. CSDA will be compliant with all applicable laws in performing the Work hereunder.

C. CSDA's performance of this Agreement does not conflict with any other obligations of CSDA.

D. This Agreement is a valid contractual obligation of CSDA enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

17. **District Representations, Warranties and Covenants.** District hereby represents, warrants and covenants to CSDA as follows:

A. District will be fully compliant with the applicable laws in its use of CSDA's Services.

B. District's performance of this Agreement does not conflict with any obligations of the District.

C. This Agreement is a valid binding obligation of District enforceable in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

D. District shall provide CSDA true and complete information upon written request from CSDA vital for CSDA to perform the Work in a timely manner.

18. **Non-Exclusivity.**

This Agreement shall not prevent CSDA from performing such services for others or restrict CSDA from so using its personnel provided pursuant to this Agreement.

18. **Accounting and Financial Records.**

CSDA shall administer accounting procedures, controls, and systems for the preparation and safekeeping of records and books of account relating to the business and financial affairs of District business which shall be prepared and maintained in accordance with sound business practices. CSDA shall ensure that District has reasonable access at all

times during the term hereof to all books and records in the possession of CSDA and/or its agents and representatives.

[remainder of page is intentionally blank – signatures follow on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first set forth above:

District: Mark Twain Health Care District

By: \_\_\_\_\_  
Randy Smart MD, Executive Director

CSDA: California Special Districts Association

By: \_\_\_\_\_  
Neil McCormick, Chief Executive Officer

## EXHIBIT A

### Scope of Work, and Payment for Services Rendered

**SCOPE OF WORK:** Under the terms and conditions stated in the Agreement, CSDA hereby agrees to the following specific accounting and financial services for the District:

- Manage bank accounts
- Process invoices/payments
- Prepare Monthly financial statements
- Attend monthly finance committee meetings
- Present financials
- Respond to questions
- Attend monthly District Board meetings
- Present financials
- Respond to questions
- Prepare for annual audit, assist auditors
- Monitor internal controls
- Monitor and manage investments
- Train, oversee, and respond to bookkeeper
- Respond to staff requests
- Manage rent/lease/sublease payments all rental properties
- Manage payroll and benefits

In addition to the Work, CSDA, using their discretion, may also provide additional accounting and financial services to the District if the District requests such additional services in writing and CSDA agrees with such request in writing. However, if the additional services are not part of the Work such services will be billed separately to the District.

### **PAYMENT FOR SERVICES RENDERED**

For the services to be performed by CSDA, the District hereby agrees to compensate CSDA. Fees for CSDA's services as described in the above paragraph will be charged based on an hourly rate of \$110 per hour and not to exceed \$\_\_\_\_\_ per month without prior written approval by District. Any additional services requested beyond the maximum agreed upon amount or that are not listed above, will be discussed with the District in advance of incurring the cost, and if agreed to in writing, will then be charged to the District at an hourly rate of \$110.00. Billing will be tracked in one-quarter (1/4) hour increments.

In addition to the fees specified above, the District will also reimburse CSDA for any incidental costs and expenses CSDA may incur while performing services for the District as stated in this Agreement. Costs and expenses will be agreed to in advance in writing and then billed to the District on a monthly basis and will be due and payable within thirty (30) days of the invoice receipt.

Agreement for Accounting & Financial Services  
Between CSDA & Mark Twain Health Care District

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