

**TEHACHAPI VALLEY HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING**

Date: March 21, 2023

**Place: Tehachapi Valley Healthcare District Office
116 W E Street
Tehachapi, CA 93561**

Time: 10:00 AM

Audio Call: 1-347-566-2771 ID: 336850812#

Teleconference: [Click here to join the meeting](#)

AGENDA

I. CALL TO ORDER

II. FLAG SALUTE

III. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

This time is reserved for persons to address the Board of Directors on matters not on the agenda over which the District has jurisdiction. Time is limited to 3 minutes per speaker. The Board of Directors can take no action on your presentation. Any person desiring to speak on an item on the agenda will be given an opportunity to do so prior to the Board of Directors acting on the item.

IV. CONSENT AGENDA

The following items are considered routine and non-controversial by District Staff and may be approved by one motion. If a member of the Board or audience wishes to comment or ask questions on an item, it will be moved to New Business or Reports.

A. Approval of Minutes

- | | |
|--|-------|
| 1. Board Meeting, February 21, 2023 Approval of Minutes | Tab 1 |
| 2. Receive and File, Community Outreach Committee February 14, 2023 | Tab 2 |
| 3. Receive and File, Finance Committee, February 15, 2023 | Tab 3 |
| 4. Receive and File, Strategic Planning Committee, February 16, 2023 | Tab 4 |

V. OLD BUSINESS

- | | |
|---|-------|
| A. Tehachapi Humanitarian Relief Group Access License | Tab 5 |
|---|-------|

VI. NEW BUSINESS

- | | |
|---|-------|
| A. Tehachapi Mountain Quilters Utilization of Property during Mountain Fest | |
| B. Director Benefits | Tab 6 |

VII. REPORTS

- | | |
|---|-------|
| A. Adventist Health Tehachapi Valley Update – Edward Martin | |
| B. TVHD CEO Report | Tab 7 |

VIII. BOARD COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

X. ADJOURNMENT

NOTICE TO THE PUBLIC

PUBLIC COMMENT PERIOD FOR REGULAR MEETINGS

Members of the public may comment on any item on the agenda before the Board takes action on it. The public may also comment on items of interest to the public that is within the subject matter jurisdiction of the Board; provided, however, the Board may not take action on any item not appearing on the agenda unless the action is otherwise authorized by law. Any person addressing the Board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak.

COPIES OF PUBLIC RECORDS

All writings, materials, and information provided to the Board for their consideration relating to any open session agenda item of the meeting are available for public inspection and copying during regular business hours at the Administration Office of the District at 116 W E St., Tehachapi, California.

COMPLIANCE WITH ADA

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (Cal. Gov't Cod. § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting, should contact the Executive Office during regular business hours by phone at 661-750-4848, or in person at the District's Administrative Office at 116 W E St., Tehachapi, California.

Tab 1 - BOD 02/21/23 Minutes

**TEHACHAPI VALLEY HEALTHCARE DISTRICT
MINUTES OF THE BOARD OF DIRECTORS MEETING
February 21, 2023**

I. CALL TO ORDER

President Nixon called the meeting to order at 10:00am.

Directors Present: Lydia Chaney, Duane Moats, Mike Nixon, William Steele
Others Present: Peggy Mendiburu, CEO, Lisa Hughes, Business Manager; Scott Nave, Legal Counsel (via call), Pat Doody, Tehachapi Loop

II. FLAG SALUTE

President Nixon led the flag salute.

III. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

There were no public comments.

IV. CONSENT AGENDA

A. Approval of Minutes

1. Board Meeting. 1/17/2023
2. Receive and File, Community Outreach Committee, 1/10/2023
3. Receive and File, Finance Committee, 1/11/2023
4. Receive and File, Strategic Planning, 1/12/2023

Consent agenda items approved. **MSA: Steele/Chaney – All ayes.**

V. OLD BUSINESS

A. Form 700s

Lydia Chaney to provide Form 700. All other directors have provided.

B. Community Garden Partnership with Tehachapi Humanitarian Relief Group

1. Need clarification that drafting access license for Tehachapi Humanitarian Relief Group was approved in past for second community garden on District property.
2. Discussion of fence cost and water access. Per Peggy, the District will pay for water. Edward Martin inquired if water would come from Physical Therapy (PT) Building. Per Peggy, there is a line on the parcel and, we would not be utilizing PTs water.

Action: Approved Access License for Tehachapi Humanitarian Relief Group for parcel 040-130-18-00-3-6 for community garden. MSA: Chaney/Moats – all Ayes

VI. NEW BUSINESS

- A. Resolution 23-02 Changing Authorized Signatory for Wells Fargo Account
Adding and removing signature authority for new board members and CEO.
Action: Approved Resolution 23-02 for Wells Fargo account in combination with Resolution 23-03 for LAIF Account. MSA: Steele/Chaney – all ayes.
- B. Resolution 23-03 Changing Authorized Signatory for LAIF Account
Adding and removing signature authority for new board members and CEO.
Action: Approved Resolution 23-02 for Wells Fargo account in combination with Resolution 23-03 for LAIF Account. MSA: Steele/Chaney – all ayes.
- C. Resource Center Project/Strategic Plan Review – 115 West E Street
1. Peggy Mendiburu inquired about a draft budget and analysis of cost to run a resource center daily. Per President Nixon, budget is between \$554K to \$1.6M for construction. Counsel Nave added that a draft budget is needed prior to contract process/awards and ensure financial stability. Edward Martin inquired if the District has been in contact with the City as may a duplication of efforts with a resource center. Per Peggy, the architect has been in contact with Jay Schlosser who recommended Plan B, which puts the resource center placement.
Action: President Nixon asked that Peggy contact architect to hold on next phase, which is 3D plans.
 2. The second Ethic's Training has not been completed. Peggy to schedule. Sexual Harassment Training to be scheduled online.
 3. Peggy to report at GTEDC in next few months on District plans.

VII. REPORTS

- A. Adventist Health Tehachapi Valley Update (Edward Martin)
- Congratulations to Peggy. Adventist looks forward to working with the District.
 - Adventist Kern has leadership change. Daniel Wolcott is no longer with Adventist. Jason Wells is our new president.
 - Fifty percent of hospital across the nation are struggling financially. Adventist is trying to grow and maintain budget.
 - Adventist Tehachapi was voted favorite medical group for 2022 by Tehachapi News.
 - Outpatient rehabilitation is almost ready for move. A Certificate of Occupancy is needed from CDPH.
 - Metal detectors will be installed in lobby due to increasing violence across nation. No bag check will be required.
 - Hospital is preparing for inclement weather. The City has made roads near hospital a priority.
 - Registration now occurring at front desk.

B. TVHD Report (Peggy Mendiburu)

- Peggy shared January financials.
- TVHD to cosponsor National Night Out with the Police Foundation. Event is scheduled for August 1, 2023.
- Cosponsoring Houchin Blood Drive with the City of Tehachapi and Tehachapi Vineyard Church. Drive to occur on March 22, 2023, from 10am to 4pm.
- Working with Tehachapi Humanitarian Relief Group on a second community garden.
- Counsel Nave added that there are new rules on the Brown Act effective March 1, 2023. The California State of Emergency ends on 02/28/23, and new rule requires three directors in person in same physical location. If you cannot, the director must provide audio and video to remote into meeting. Memo to follow next week on changes.

VIII. BOARD COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

- Director Steele requested meetings be moved to week prior to Board meeting. Peggy to reschedule.
- Director Chaney asked about being a member of Strategic Planning. Only two directors per committee; however, Lydia can be an alternate at next meeting since Bill will be out of town.

ADJOURNMENT

President Nixon adjourned the meeting at 10:53am

Approved on the ___ day of March 2023.

Lydia Chaney, Secretary

Tab 2 - Community Outreach Committee Minutes - 02/14/23

Tehachapi Valley Healthcare District
Community Outreach Committee Meeting
Minutes
February 14, 2023
116 W E Street, Tehachapi, CA
12:00 PM

I. CALL TO ORDER

Director Steele called the Community Outreach Committee meeting to order at 12:00pm on February 14, 2023.

II. PRESENT

Director William Steele, Director Lydia Chaney, Peggy Mendiburu, CEO, Lisa Hughes, Business Manager (arrived at 12:25pm), Pat Doody, Tehachapi Loop Newspaper

PUBLIC COMMENTS

None

III. APPROVAL OF MINUTES

The January 10, 2023, meeting minutes were approved by the committee.

MSA: Chaney/Steele

IV. OLD BUSINESS

A. Community TVHD Library (Lisa Hughes)

Little Library will be set up outside of TVHD office when weather improves.

B. Community Garden Fence Quotes (Lisa Hughes)

Need clarification that the TVHD Board approved the lot lease prior to obtaining other bids. **Action: Peggy to work with Counsel and bring draft agreement/license to January 21, 2023, TVHD Board meeting for consideration. Lisa to get two more bids for fencing.**

V. NEW BUSINESS

A. Chamber of Commerce (Peggy Mendiburu)

We have been paying the Chamber but not participating. Peggy to reinstate Chamber membership.

B. Goals Review 2023

1. CPR Videos/Instruction: Need video up and running on website. There may be a renewal fee with AHA. **Action: Director Steele to check on pricing of the American Heart Association versus Red Cross. Lisa Hughes to get pricing on supplies needed for classes and dates.**

2. AED Monitor for District Office: Per Lisa Hughes, \$1,564 is current cost for AED monitor. **Action: Director Steele to research pricing and research grants for placement of AEDs for other organizations.**

C. Houchin Blood Drive

The District is cosponsoring with the City of Tehachapi and Tehachapi Vineyard Church, a Houchin Blood Drive to occur on March 22, 2023 from 10am to 4pm at 502 East Pinon St, Tehachapi, CA 93561.

D. Salvation Army Commodity Day

Lisa Hughes to volunteer at the February 21, 2023, Salvation Army Commodity Day.

VI. REPORTS

A. TVHD Outreach Updates

1. National Night Out (Mendiburu): The District will cosponsor National Night Out with the Tehachapi Police Foundation. Event will occur on August 1, 2023 with location to be moved back to Philip Marx Central Park.
2. Salvation Army Mental Health Walk (Hughes)
The Salvation Army would like to partner with the District for another Mental Health Walk, which would occur in October. More to follow.
3. Mental Health Awareness Day
The District is assisting Rotary and Interact with a Mental Health Day that is tentatively scheduled for May 20, 2023. Lisa Hughes is assisting with location and Peggy with a photographer and Cornerstone as a speaker/presenter.
4. Community Garden Beds Donation (Hughes)
Lisa shared article in Tehachapi Living Magazine thanking her and the District for the donation to the current garden.

B. AHTV Outreach Updates

Peggy reached out to Edward regarding a representative with no response. Will reach out again as well as extend an invite to the Guild.

VII. BOARD COMMENTS NOT APPEARING ON THE AGENDA

None

VIII. ADJOURNMENT

Director Steele adjourned the meeting at 12:31 PM

Minutes approved by: _____

William Steele

Tab 3 - Finance Minutes
02/16/23

TEHACHAPI VALLEY HEALTHCARE DISTRICT
FINANCE COMMITTEE MINUTES
February 15, 2023
116 W E Street
Tehachapi, CA 93561
12:30 PM

Board Members Present: Duane Moats, Carl Gehricke

Staff Present: Peggy Mendiburu, CEO, Lisa Hughes, Business Manager

Transcribed by: Peggy Mendiburu

Approval: _____ Date: _____

I. CALL TO ORDER

Director Moats called the Finance Committee Meeting to order at 12:30pm

II. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

None

III. APPROVAL OF MINUTES

January 2023 minutes approved with one correction of removing Caroline Wasielewski from attendance. **MSA: Moats/Gehricke**

IV. REPORTS

A. Finance Reports January 2023

1. Committee reviewed finance report for January 2023. Director Moats inquired about the transfer of \$1.2M. Per Lisa Hughes, transferred from LAIF to Bank of Sierra general account. Quarterly interest for LAIF is \$28,347.83.
2. Cash in for January \$64,323.21 with total expenses at \$25,282.34 with net income surplus of \$39,040.87.
3. Directors Gehricke and Moats inquired about continuing with Caroline Wasielewski's contract. Peggy Mendiburu would like to keep contract and will reevaluate in a few months.

B. American Express

Committee reviewed American Express for January 2023. No comments.

C. Petty Cash

Director Moats complimented Lisa Hughes on petty cash report with pictures as proof of purchase.

V. OLD BUSINESS

A. Tehachapi Humanitarian Group – Community Garden Fence Quotes

1. Lisa to obtain additional quotes for fencing.
2. Director Gehricke inquired about purchase of items for community garden. Per Lisa Hughes, items purchased are for first community garden located at the Village.

VI. NEW BUSINESS

A. None.

VII. BOARD COMMENTS ON BUSINESS NOT APPEARING ON THE AGENDA

VIII. ADJOURNMENT

Meeting adjourned at 12:50pm

Tab 4 - Strategic 02/16/23 Minutes

TEHACHAPI VALLEY HEALTHCARE DISTRICT
STRATEGIC PLANNING
MINUTES
February 16, 2023
12:30 pm

Board Members Present: Mike Nixon, Bill Steele

Staff Present: Peggy Mendiburu, CEO, Lisa Hughes, Business Manager

Guest Present: Christine Sherrill

Transcribed by: Peggy Mendiburu

Approval: _____ **Date:** _____
Mike Nixon, Chair

COMMITTEE ACTIONS AND DIRECTION SHOWN IN CAPS AND BOLD

- I. **CALL TO ORDER**
- II. **PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA**
None
- III. **APPROVAL OF MINUTES**
 - A. January 12, 2023, minutes approved. **MSA: Steele/Hughes**
- IV. **NEW BUSINESS**
 - A. None.
- V. **OLD BUSINESS**
 - A. TVHD Emergency Action Plan Draft - 2
 - 1. To add Red Cross, CHP, and name change for Tehachapi police chief to contact list. Add CAPK, and churches that would like to be involved. Need to add special districts. **Action: Lisa to contact churches to see if they would like to be listed on emergency contact list.**
 - B. 4 Creeks Building Plans
 - 1. Committee reviewed Plans A and B. Architect spoke with City Planning who recommended Plan B, which places building front on Curry Street. Parking on east side may cause future building issues if Plan B accepted. **Action: Peggy to notify architect to hold on going to next step on planning until a definitive plan is in place per Mike Nixon.**
 - 2. Christine Sherrill commented that plans do not include storage.
 - 3. Peggy inquired about budget. The last draft budget per Lisa Hughes was \$1.6M. Mike Nixon discussed loan options and revenue stream. **Action: Peggy to inquire with Counsel on percentage allowed for borrowing.**

C. Strategic Plan Goals

1. Reviewed goals. Need to revise and have a definitive plan. **Action: Peggy to bring draft goals to Board meeting per Nixon.**

VI. **REPORTS**

None

VII. **BOARD COMMENTS ON BUSINESS NOT APPEARING ON THE AGENDA**

President Nixon welcomed Peggy Mendiburu to the District.

VIII. **Adjournment**

The meeting adjourned at 1:30pm.

Tab 5- THRG Access License

ACCESS LICENSE

THIS ACCESS LICENSE (“License”) is entered into between Tehachapi Valley Healthcare District (“District”) and Tehachapi Humanitarian Relief Organization (“Licensee”) this 21st day of March 2023 (“Effective Date”).

THE PARTIES ENTER INTO THIS LICENSE based upon the following facts, intentions and understandings:

A. District, a government agency organized and existing under California Health and Safety Code section 32000, et seq., is the owner of certain real property located at 116 West E Street, Tehachapi, CA 93561, County of Kern, State of California, including specifically Parcel 6 (“Property”).

B. Licensee, a non-profit, non-sectarian group, located at 101 East H Street, Tehachapi, CA 93561, and is engaged in the business of relief in the form of food and household goods to the residents of Tehachapi. (District and Licensee may be referred to as “Party” or “Parties”.)

C. Licensee desires to enter upon Parcel 6 of the Property outlined on Exhibit A attached hereto (“Property Plan”) for the purposes of ingress and egress to and use of that certain area on the Property also outlined on the Property Plan as the “Destination” solely to grow and maintain a community garden (“Permitted Use”).

NOW, THEREFORE, in consideration for the mutual promises, covenants and conditions contained herein, the Parties agree as follows:

1. License.

1.1 DISTRICT grants to Licensee a non-exclusive, revocable license, subject to and in accordance with the terms and conditions of this License, to enter upon and use the roads, other rights of way and portions of the Property for ingress and egress as set forth on the Property Plan solely for the Permitted Use. Licensee shall not enter upon or use any other portions of the Property for any purpose without the express written consent of DISTRICT. DISTRICT reserves the right to the full use and enjoyment of the Property.

1.2 Licensee shall pay to DISTRICT for the rights granted under this License the amount of One Dollar (\$1.00) to be paid annually on the anniversary date of this Agreement.

1.3 Licensee shall not interfere with any other operations at the Property.

2. Term.

The term (“Term”) of this License and the rights of Licensee hereunder shall commence on the Effective Date and continue until March 21, 2026, unless terminated upon the earlier of:

- (a) The abandonment of this License by Licensee;
- (b) The breach or default of Licensee under this License;
- (c) Five days’ written notice by either Party; or
- (c) The date that Licensee completes the Permitted Use.

3. Damage; Liens.

3.1 Licensee shall not modify the Property in any way without the express written permission of DISTRICT.

3.2 Licensee shall repair and restore any damage or casualty to any part of the Property, including without limitation, buildings or other improvements arising from Licensee's exercise of this License and/or use of the Property.

3.3 Licensee shall not permit to exist or otherwise to be enforced against the Property any mechanics', materialmen's, contractors' or other liens arising out of the acts or omissions of Licensee.

4. Indemnification.

4.1 Licensee shall indemnify, defend and hold harmless DISTRICT and its directors, officers, employees, agents and representatives from and against all liabilities, claims, damages, losses and expenses of any nature whatsoever (including, but not limited to any costs or expenses for attorneys' fees and all incidental or consequential damages) arising out of Licensee's use of the Property or otherwise arising out of the acts or omissions of Licensee.

4.2 In addition, Licensee shall release, defend, indemnify and save DISTRICT and its officers, directors, employees, and agents harmless from and against any damage, liabilities, penalties and losses (including technical expenses, attorney's fees and costs) occasioned by, growing out of, or arising or resulting from Licensee's disposal or release of any hazardous substances, as the term is defined in the Comprehensive Environmental Response, Compensation and Liability Act (CERLA), or similar California law, and their accompanying regulations, in or on the Property and the cost for the cleanup, disposal, excavation or other response or remedial action as required by law or by any governmental authority for any hazardous substances which Licensee releases or disposes in or on the Property. In a legal action or proceeding arising from this license the court shall award the prevailing party attorney fees, costs and expenses, including those incurred on appeal and in the collection of a judgment.

5. Insurance.

Prior to entry onto the Property and at all times during the Term of this License, Licensee shall comply with the Insurance Requirements set forth on Exhibit B attached hereto.

6. Access.

This License is non-exclusive and DISTRICT may grant access to the Property to others, and DISTRICT shall have access to the Property at any time for any purposes.

7. Miscellaneous.

7.1 Assignment. This License shall be binding on the successors, assigns and legal representatives of each of the parties hereto; provided, Licensee shall not assign or transfer its interest in this License without the prior written consent of DISTRICT. Any such assignment without the consent and approval in writing of DISTRICT thereto shall cause this License to automatically terminate.

7.2 Integration; Amendment. This License represents the entire agreement between the parties hereto regarding the subject matter herein and supersedes all prior negotiations, representations or agreements, either written or oral. The exhibits and schedules

attached hereto are hereby incorporated herein by this reference for all purposes. This License may be modified only by written instrument executed by both parties hereto.

7.3 Notices. Notices required under this Agreement shall be delivered to the location set forth below in the signature block, which may be changed in writing to the other Party. Notices shall be deemed given and effective: (a) by facsimile upon dispatch; (b) by mail three (3) calendar days after mailing first class, postage prepaid; (c) upon personal delivery to the other Party.

7.4 No Third Party Beneficiary. This License is entered into for the sole protection and benefit of DISTRICT and Licensee and is not intended to create any legal, equitable, or beneficial interest in any third party, or to vest in any third party any interest with respect to the enforcement or performance thereof.

7.5 Waiver. Any failure by DISTRICT to insist upon a strict performance by Licensee of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof.

7.6 Law. This Agreement is made and to be performed in the County of Kern, State of California, and shall be interpreted and construed under, and will be governed by the laws of the State of California. Nothing in this Agreement shall or is intended to modify the provisions of the Tort Claims Act, California Government Code section 810, et seq.

7.7 Attorney Fees. If any suit or action is brought to enforce or construe any provision of this License, the prevailing party shall be entitled to recover its costs and expenses arising out of such litigation, including attorneys' fees and court costs, from the non-prevailing party. Each party hereto waives any and all rights to a trial by jury with respect to any issue arising out of this License.

7.8 Compliance with Laws. Licensee's use of the Property hereunder shall be conditioned upon Licensee, at its sole cost and expense (a) maintaining all necessary licenses and/or permits from all appropriate governmental agencies with respect to such use, and (b) complying with federal, state or local law, rule or regulation, permit or permit condition, each as currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to the Property and Permitted Use.

7.9 Savings Clause. If any provision of this Agreement is held void, illegal or unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over the subject matter of this Agreement, the validity of the remaining portions shall not be affected thereby, and shall remain in full force and effect. The Parties agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement to achieve such result.

7.10 Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

8. Authority

DISTRICT and Licensee each hereby represent and warrant to the other that (a) it has full legal power and authority to enter into this Agreement and to perform its obligations hereunder, (b) that this Agreement has been duly approved and authorized by all requisite action of the Party, and (c) this Agreement has been duly executed and constitutes a valid and legally binding obligation of the Party.

IN WITNESS WHEREOF, the parties have executed this License as of the Effective Date.

Tehachapi Valley Healthcare District

Tehachapi Humanitarian Relief Organization

By _____

By _____

EXHIBIT A

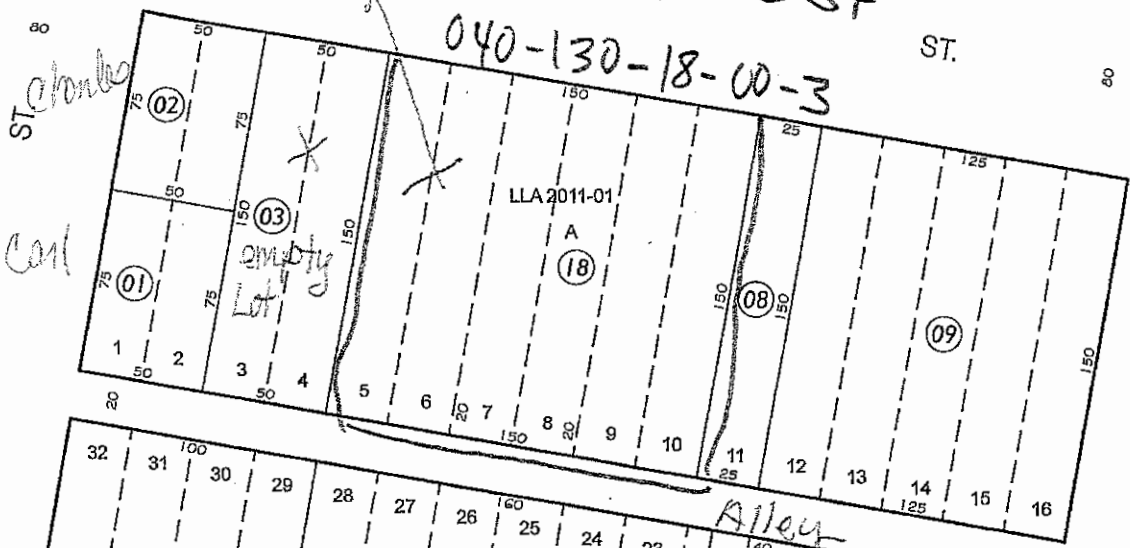
Property Plan

TOWN OF TEHACHAPI
BLOCK 39

PG. 12

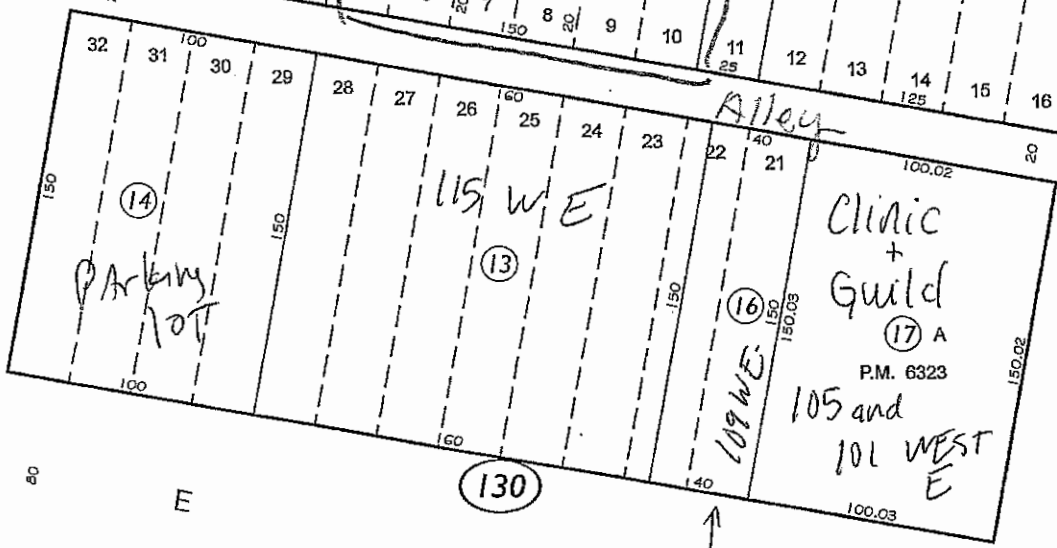
Garden F PT-116 W. E ST

040-130-18-00-3



PG. 10

CURRY



PG. 18

GREEN

CONF ROOM ST.

PG. 14

Tab 6 - Director Benefits



30721 Russell Ranch Road, Suite 140
Westlake Village, CA 91362

805.953.2332
snavé@navelawoffices.com
navelawoffices.com

To: Board of Directors
From: Scott Nave
Date: March 3, 2023
Subject: Director Benefits

An issue arose regarding benefits offered to directors and their dependents. The District Bylaws state:

Directors are entitled to the following benefits on the same terms as other officers: (1) Group medical, vision and dental plan coverage at the District’s cost for active directors, but not their dependents.

While the District will pay for medical, vision, and dental coverage only for directors, this does not mean dependents cannot be on the District’s plans; only that dependents must participate on a self-pay basis.

Government Code section 53201 provides the statutory authority for the District to provide health and welfare benefits to officers (i.e., directors) and employees. (The District may also offer health and welfare benefits to former and retired directors and retired employees under certain circumstances.) If the Board was inclined, it is authorized by statute (sec. 53205.1) to pay, in whole or in part, for benefits for:

- spouses,
- dependent children under the age of 21,
- dependent children under the age of 25 who are full-time students at a college or university, and
- dependent children regardless of age who are physically or mentally incapacitated.

(“Health and welfare benefit” means any one or more of the following: hospital, medical, surgical, disability, legal expense or related benefits including, but not limited to, medical, dental, life, legal expense, and income protection insurance or benefits, whether provided on an insurance or a service basis, and includes group life insurance as defined.)

Thus, providing benefits to spouses and dependents is permissible and within the discretion of the Board.

Tab 7 - CEO Report and Supporting Documents



TVHD CEO REPORT
March 21, 2023

District Finance Update January 2023

- Total cash in \$24,598.45 with total expenses at \$27,700.06 with negative for the month of February of \$3,101.61
- Fiscal YTD expenses at \$289,370.07 with net income at \$397,712.11
- Researching Healthland continuation. Currently splitting cost at 75 percent (Adventist) and 25 percent (TVHD). Monthly cost is \$2858.83 for TVHD. Per Scott, 30 days notice needs to be given to Evident Legacy (by 1/5/24) and 60 days to Trubridge (12/5/23).
- Researching if the Cloud is needed for TVHD versus a local network only and other Information Technology contractors to serve TVHD.

District Administration Update

- A sink hole in parking lot is being worked on and another already filled at the PT Building. Estimate has not been provided yet. Contractor will also analyze parking lot in entirety. Thanks to Lydia Chaney who donated two no trespassing signs for lot and her and Audrey's help last Sunday to rope off hole.
- TVHD Financing Options (Scott Nave). Memo attached.
- Sponsoring Houchin Blood Drive with City of Tehachapi and Tehachapi Vineyard Church. Blood Drive to occur March 22, 2023, from 10am to 4pm at the Tehachapi Vineyard Church, 502 East Pinion Street, Tehachapi, CA, 93561. Schedule an appointment at www.hcbb.com/schedule
- The District will be switching from American Heart Association to Red Cross for CPR.
- Peggy to meet with Tehachapi Resource Conservation District president to see if the District can assist in any way. There is currently a board seat opening.



30721 Russell Ranch Road, Suite 140
Westlake Village, CA 91362

805.953.2332
snave@navelawoffices.com
navelawoffices.com

To: Board of Directors
From: Scott Nave
Date: March 13, 2023
Subject: District Debt, Taxes, and Bonds

Several statutes govern the ability of a health care district to incur debt, issue bonds, and levy taxes and assessments. Each method contains its own set of procedures and limitations. For purposes of this memo, we will look at most of the methods generally. All citations are the Health and Safety Code.

Section 32130 – One-Year Debt

A district may borrow:

- Up to 85% of the District's estimated all revenue for the current fiscal year, but
- It has to be repaid in same fiscal year.

Section 32130.1 – Five-Year Debt

To meet current expenses of maintenance and operation, a district may issue certificates of indebtedness:

- In an amount not to exceed five cents (\$0.05) on each one hundred dollars (\$100) of assessed valuation of the district,
- For a period not to exceed five years,
- With a statutory interest rate cap.

Section 32130.2 – Ten-Year Debt

For any district purpose, a district may issue negotiable promissory notes

- Not to exceed 10 years,
- Not to exceed 85 percent of all estimated income and revenue for the current fiscal year,
- With a statutory interest rate cap,

Other indebtedness is not computed in determining the aggregate amount of notes that may be issued pursuant to this section.

Tehachapi Valley Health District - Strategic Goals 2022 (draft goals – C. Sherrill)

Mission: To promote and improve the quality of life and healthcare services to our community.

| 1 Goal: Complete Phase One of Community Resource Center | | | | | |
|--|------------------------------------|-----------------|-------------------------|------------------------|---|
| Objectives | Tasks/Activities | Timeline | Lead Responsible | Measure | Comments |
| Select Engineer for Design-Build | Research vendors | By _____, 2022 | Caroline | List of vendors | On hold per Mike Nixon at 3/21/23 BOD mtg |
| | Draft RFP based on Board direction | By _____, 2022 | Caroline and Scott | Drafted RFP | On hold per Mike Nixon at 3/21/23 BOD mtg |
| | Send RFT to selected vendors | By _____, 2022 | Caroline | RFPs sent | On hold per Mike Nixon at 3/21/23 BOD mtg |
| | Review and select vendor | | Board of Directors | Board committee review | On hold per Mike Nixon at 3/21/23 BOD mtg |
| Begin Design-Build Process | Meet with Architect/Designer | By _____, 2023 | Board of Directors | | On hold per Mike Nixon at 3/21/23 BOD mtg |
| | | | | | |
| Building completed | By _____ | | | | |
| | | | | | |

| 2 Goal: Strategic Plan | | | | | |
|---|---|----------------------------------|---|---------------------------------|--------------------------|
| Objectives | Tasks/Activities | Timeline | Lead Responsible | Measure | Comments |
| Develop and maintain a detailed 1-3 and 5 year strategic plan | Drafted in coordination with the Board and reviewed quarterly | Drafted by____. Quarterly review | Peggy, Strategic Planning Committee and BOD | Documented in committee minutes | From CEO job description |

| 3 Goal: | | | | | |
|------------|------------------|----------|------------------|---------|----------|
| Objectives | Tasks/Activities | Timeline | Lead Responsible | Measure | Comments |
| | | | | | |
| | | | | | |

| 4 Financial Goal(s) | | | | | |
|---|---|---|-------------------|---|--|
| Objectives | Tasks/Activities | Timeline | Lead Responsible | Measure | |
| Based upon final Resource Center budget apply for funding | Research and submit application(s) | Apply within one month if determined needed | Finance Cte/Board | Committee minutes and/or application | Need base/draft budget |
| Apply for grant for solar charging station | Submit to DMV for \$50,000 grant by 2/25/2022 | Grant funding July 2022 if TVHD selected | Caroline | Grant submitted and accepted.. Funds granted. | Completed. Hospital (Magellan) location. Peggy |
| | | | | | |

| 4 Board Development | | | | | |
|---------------------|--|--|--|--|--|
|---------------------|--|--|--|--|--|

| Objectives | Tasks/Activities | Timeline | Lead Responsible | Measure | |
|------------------------|---|---------------------------|---|--|---|
| Ethics Training | Minimum 2 hours ethics training q 2 yrs | Completed every two years | Board Members and coordinated by Caroline | Certificate of completion by each board member | Should this also specify something like within 6 months for new members on the board? Peggy scheduled after BOD in April. |
| | | | | | |

5 Staff Development

| Objectives | Tasks/Activities | Timeline | Lead Responsible | Measure | |
|---|---|---------------------------|------------------|---|--|
| Ethics Training | Minimum 2 hours ethics training q 2 yrs | Completed every two years | Caroline | Certificate of completion by CEO | Calif. Special District Association recommends “supervisory employees” should complete – Peggy to participate during April training w/BOD |
| Sexual Harassment & Discrimination Prevention | Minimum 2 hours ethics training q 2 yrs?? | Completed every two years | Peggy | Certificate of completion by CEO | Calif. Special District Association recommends “supervisory employees” should complete – Peggy to schedule for online. |
| “Board certification by a recognized professional organization, such as the American College of Healthcare | | | Peggy | Reviewed annually during evaluation and/or setting compensation | From CEO Job Description |

| | | | | | |
|---|---|--|-------------------------|---|--|
| Executives is strongly preferred. | | | | | |
| 6 Community Needs Assessment (CNA) – Obtain community input regarding community needs | | | | | |
| Objectives | Tasks/Activities | Timeline | Lead Responsible | Measure | |
| Send or review CNA with various entities, i.e. from Kern Resource Directory or as talking to or meeting with community members | Send monthly to minimum five business or people to complete | Begin by _____ And continue until _____ | Caroline | Community Outreach Committee to review list of entities CNA sent to and # responses | Peggy interviewed w/Tehachapi News to bring new light to CNA. Will meet with others in community for input. |
| Quarterly Review of CNA Responses | Community Outreach Community to analyze results and strategize how to improve | Begin quarterly review March 2022 | Caroline | Quarterly Community Outreach Committee review discussion/action | |
| | | | | | |