

**PUBLIC NOTICE**  
**CITY OF ALAMEDA HEALTH CARE DISTRICT BOARD OF DIRECTORS**  
**SPECIAL MEETING AGENDA**  
**Monday, April 11, 2016**  
**OPEN SESSION: 5:30 P.M.**

Location:

Alameda Hospital (Dal Cielo Conference Room)  
2070 Clinton Avenue, Alameda, CA 94501

Office of the Clerk: (510) 814-4001 | (510) 473-0755

*Members of the public who wish to comment on agenda items will be given an opportunity before or during the consideration of each agenda item. Those wishing to comment must complete a speaker card indicating the agenda item that they wish to address and present to the District Clerk. This will ensure your opportunity to speak. Please make your comments clear and concise, limiting your remarks to no more than three (3) minutes.*

- I. Call to Order (5:30 p.m. – Alameda Hospital, Dal Cielo Conference Room)** Kathryn Sáenz Duke
- II. Roll Call**
- III. General Public Comments**
- IV. Regular Agenda**
- A. Alameda Health System and Alameda Hospital Updates
- 1) Alameda Hospital CAO Report Bonnie Panlasigui, CAO
- AHS Insurance Contracting Update
  - Impact in Hospital Utilization due to Contracting Issues
  - Follow-up on Funding of District Clerk Position
- 2) Alameda Health System Board of Trustee Report Tracy Jensen
- B. Consent Agenda **Action Items**
- 1) Acceptance of February 8, 2015 Minutes
- C. **Action Items**
- ✓ 1) Appointment to City of Alameda and City of Alameda Health Care District Liaison Committee **ENCLOSURE**
  - ✓ 2) Recommendation to send Representative to ACHD Annual Meeting, May 4-5, 2016 **ENCLOSURE**
  - ✓ 3) Attendance at Alameda Chamber of Commerce – City Manager’s Annual Report and Luncheon **ENCLOSURE**
  - 4) Acceptance of Financial Statements
  - ✓
    - December 2015 **ENCLOSURE**
    - January - February 2016 **ENCLOSURE**
  - ✓ 4) Review and Approval of Fiscal Year 2016-2017 Operating Budget **ENCLOSURE**
  - ✓ 5) Executive Director Search Update and Consulting Recommendation **ENCLOSURE**

6) Approval of the FY 2016-2017 Parcel Tax Budget

D. District Updates & Operational Updates **INFORMATIONAL**

- 1) Brown Act Education and Presentation Thomas Driscoll
- ✓ 2) President's Report **ENCLOSURE** Kathryn Sáenz Duke
- 3) June 6, 2016 Agenda Preview Kristen Thorson  
**INFORMATIONAL - SUBJECT TO CHANGE**
  - a) FY Q3 (Jan-Feb-Mar) AHS Reporting
  - b) Alameda Hospital CAO Report
  - c) Acceptance of April 11, 2016 Minutes
  - d) FY 16-17 Insurance Renewals **ACTION ITEM**
  - e) Adoption of Resolution to Levy Parcel Tax **ACTION ITEM**
  - f) Approval of Alameda County Mutual Certification and Indemnification Agreement **ACTION ITEM**
  - g) Adoption of Resolution for November 8, 2016 General Election **ACTION ITEM**

V. **General Public Comments**

VI. **Board Comment**

VII. **Adjournment**

Meeting Calendar 5:30 PM Open Session Dal Cielo Conference Room Alameda Hospital
June 6, 2016
August 1, 2016
October 3, 2016

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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**DATE:** April 11, 2016  
**TO:** City of Alameda Health Care District, Board of Directors  
**FROM:** Kristen Thorson, District Clerk  
**SUBJECT:** Nomination and Appointment District Representative to the City of Alameda / City of Alameda Health Care District Liaison Committee

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### Action

Nomination of a District representative to the City of Alameda / City of Alameda Health Care District Liaison Committee. Nominations will be called for at the Board meeting.

### Background

At the November 9, 2015 Board meeting, action was taken to appoint two representatives to the CAHCD Liaison committee with the City of Alameda, and that one of those representatives be the President and the other be appointed during the annual election of Officers. Appointment of the second representative did not occur at the February 8, 2016 meeting when elections were held.

The liaison committee was formed on June 11, 2015 by the City Council and the City of Alameda Committee Members, Trish Herrera Spencer, Mayor, Jim Oddie, Councilmember, Doug Long, Fire Chief and City Manager

In general, the intended purpose and scope of the committee is to keep open lines of communication between City Council, the City of Alameda Health Care District and Alameda Hospital as well as to collaborate on current and new programs/ projects that promote health and well-being in the community as well as access to care.

The committee would meet at least quarterly.

CITY OF ALAMEDA HEALTH CARE DISTRICT

Date: April 11, 2016

To: City of Alameda Health Care District, Board of Directors

From: Kathryn Sáenz Duke, President

Subject: Recommendation to send District Board Representative to Association of California Healthcare Districts Annual (ACHD) Meeting

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RECOMMENDATION

It is recommended that the District Board send at least one Director to the annual meeting of the Association of California Healthcare Districts, at a cost not to exceed \$2,250 per person.

DISCUSSION / BACKGROUND

The annual meeting of ACHD will be held on May 4-5, 2016 at the Monterrey Plaza Hotel in Monterey, CA. The cost of the event is broken down in the table below.

Event Registration (Non-Member Rate, includes meals)	\$1,500.00
Hotel (1 nights includes room charges, taxes and fees)	\$310.00
Mileage Reimbursement (218 Miles @ 54 cents/mile – roundtrip)	\$117.72
Estimated Total	\$2,140.86

Funds are available in the FY2015-2016 budget under Educational & Conference (\$10,000 remaining for the fiscal year).

Director Tracy Jensen will be attending the meeting through Alameda Health System and the Board of Trustees.

Below is the current schedule for the upcoming Association of California Health District's annual meeting. I found this to be a valuable experience when I attended last year, both because of the material presented at workshops, and the opportunities to meet and learn informally from board members and senior staff from health care districts throughout the state. I encourage others to have the same learning opportunity this year.

**ACHD's 64<sup>th</sup> Annual Meeting  
May 4-5, 2016  
Monterey Plaza Hotel and Spa**

As the state of health care continues to evolve and the pace of change continues to increase, we wonder...how will our important member Districts evolve to meet the challenges ahead and continue to serve their communities? ACHD's Annual Meeting will provide opportunities to hear different perspectives on a wide variety of topics, ranging from effective governance to improving the health status of residents of your community, while providing opportunities for you to share your experiences and views with your Healthcare District colleagues.

**Schedule of Events**

**Tuesday, May 3, 2016**

**1:00 pm – 2:30 pm:** ACHD Finance Committee Meeting

**3:00 pm – 5:00 pm:** ACHD Board of Directors Meeting

**Wednesday, May 4, 2016**

**12:00 pm – 1:30 pm:** Opening Luncheon Speaker: Gyre Renwick, Head of Industry, Lyft

**1:30 pm – 1:45 pm:** Break

**1:45 pm – 3:00 pm:** Breakout Sessions by District Type

**3:00 pm – 3:15 pm:** Break

**3:15 pm – 4:30 pm:** General Session: Mark Finucane, Managing Director, Alvarez & Marsal

**5:30 pm – 6:30 pm:** Reception

**Thursday, May 5, 2016**

**7:00 am – 8:15 am:** General Breakfast

**8:30 am – 10:00 am:** State of the Association

**10:00 am – 10:15 am:** Break

**10:15 am – 11:30 am:** General Session: Eric Brown, President, California Telehealth Network

**11:45 am – 1:00 pm:** General Session/Lunch Speaker: Kyle Packham, Advocacy and Public Affairs Director, California Special Districts Association

**1:00 pm – 1:15 pm:** Break

**1:30 pm – 3:00 pm:** BETA Eminent Lecturer: Emily Friedman, Independent Health Policy and Ethics Analyst

**3:00 pm – 3:15 pm:** Break

**3:15 pm – 4:30 pm:** Healthcare District Discussion

**5:30 pm – 6:30 pm:** Trustee and District of the Year Awards Reception

**6:45 pm – 9:00 pm:** Chair's Dinner

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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Date: April 11, 2016

To: City of Alameda Health Care District, Board of Directors

From: Kathryn Sáenz Duke, President  
Kristen Thorson, District Clerk

Subject: Attendance at the Alameda Chamber of Commerce – City Manager's Annual Report and Luncheon

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The Alameda Chamber of Commerce, City Manager's Annual Report and Luncheon is scheduled for Friday, April 29, 2016, 11 AM – 2 PM. The attached flyer outlines the details of the event including general seating cost and sponsorship costs. This event will provide the Alameda business community with the opportunity to meet new City Manager, Jill Keimach.

This annual event has been attended by Hospital administration and key staff as well as member of the Board of Directors. Alameda Hospital through Alameda Health System will be a sponsor of the event and hospital/system leadership plan to attend.

At the Board meeting we will discuss attendance and decide who wishes to attend based on availability and interest to represent the District. Attendance is suggested to limited to not more than two (2) Directors.



Jill Keimach, City Manager

One of the most important responsibilities of the Alameda Chamber of Commerce is to act as a channel of communication between the City of Alameda and the local business community. The culmination of this objective occurs annually with the Chamber's City Manager's Annual Report and Luncheon, held "Under the Dome" at Rock Wall Wine Company on Alameda Point.

In Spring 2016, the most prominent leaders of the Alameda Business Community will have the opportunity to meet new Alameda City Manager, Jill Keimach as she presents her first keynote address to Alameda including:

- *Opportunities she sees for Alameda*
- *Potential Challenges facing Alameda*
- *Plans and Objectives for 2016*

Event Sponsors of this prestigious event will have the opportunity to rub shoulders with City Officials, Chamber VIPs and many of Alameda's movers and shakers. Aligning your organization with this notable occasion will elevate your organization's standing in the community and increase its visibility among Alameda's leading business leaders.

- **General Seating for Luncheon** | Chamber Members \$65 | Non \$80
- **Eight Place Table Sponsor** | Chamber Member \$450 | Non \$550
- **Neptune Gold Sponsors** | Chamber Members \$600 | Non \$800
- **Platinum Presenting Sponsor** | Chamber Members Only \$1200

***Rock Wall Wine Company offers wine lovers one of the most unique experiences in the wine world. Guests will experience the grandeur of the 60 foot diameter dome featuring spectacular views of the San Francisco Bay and skyline.***

***For more information  
[www.rockwallwines.com](http://www.rockwallwines.com)***



**A special VIP Meet and Greet with new City Manager, Jill Keimach will be held for our Neptune Gold Sponsors in the Rock Wall Tasting Room prior to the event.**

# CITY OF ALAMEDA HEALTH CARE DISTRICT

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**DATE:** April 11, 2016  
**TO:** City of Alameda Health Care District, Board of Directors  
**FROM:** Kristen Thorson, District Clerk  
**SUBJECT:** Acceptance of December 2015 District Financials

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## Action

Acceptance of the December 2015 District Financials

## Discussion Highlights

As requested by the Board, I have provided several areas in which I believe the Board should have additional knowledge of that relates to the monthly financial statements. I would appreciate feedback on content and format. It may be beneficial to have the financial consultant come to a future Board meeting to review in depth the financials and answer questions that I may not be able to answer.

I have attached a copy of the approved budget for reference. I believe there are many opportunities to improve our budgeting process for future years.

## Notes on the Balance Sheet:

- Cash and Cash Equivalents as of 12/31/15 were \$3,415,237 due to the December parcel tax installment.

## Notes on the Statement of Revenues, Expenses and Changes in Net Position:

- The financials show a comparison of Actual (prior fiscal year and YTD, 12/31/2015) to Budget.
- The budget has been spread evenly over 12 months and the financials reflects 6 months or half of the total budgeted amount.
- Professional Fees comprise of five categories from the budget. A detailed listing of the expenses to budget for the specific categories is listed below in the table.

	YTD Actual 12/31/16	FY 2015-2016 Budget
Accounting	2,250	9,000
Consultant Fees	2,750	25,400
Legal Fees	20,923	36,000
Annual Independent Audit	10,500	10,500
Mngt Fees Jaber	4,486	30,000 <sup>1</sup>
<b>Total Professional Fees</b>	<b>40,910</b>	<b>110,900</b>

<sup>1</sup>The \$30,000 budget includes Repairs and Maintenance which is separated out as a separate line item on the Statement of Revenues and Expenses



- Utilities are over budget due to a budgeting error in which utilities associated with the Jaber properties were not accounted for in the FY15-16 budget. This line item will remain over budget for the remainder of the fiscal year.

# CITY OF ALAMEDA HEALTH CARE DISTRICT

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UNAUDITED FINANCIAL STATEMENTS

FOR THE PERIOD December 31, 2015

## Balance Sheets

### CITY OF ALAMEDA HEALTHCARE DISTRICT

As of  
6/30/2015    12/31/2015

#### Assets

##### Current assets:

Cash and cash equivalents	\$ 292,794	\$ 3,415,237
Grant and other receivables	291,854	26,465
Prepaid expenses and deposits	88,075	52,837
Total current assets	<u>672,723</u>	<u>3,494,539</u>

Assets limited as to use	255,304	290,688
Capital Assets, net of accumulated depreciation	<u>3,650,181</u>	<u>3,499,081</u>

4,578,208    7,284,308

Other Assets	16,433	15,313
Total assets	<u>\$4,594,641</u>	<u>\$ 7,299,621</u>

#### Liabilities and Net Position

##### Current liabilities:

Current maturities of debt borrowings	\$ 26,940	\$ 26,940
Accounts payable and accrued expenses	5,653	0
Total current liabilities	<u>32,592</u>	<u>26,940</u>

Debt borrowings net of current maturities	<u>1,031,855</u>	<u>1,018,547</u>
Total liabilities	<u>1,064,447</u>	<u>1,045,487</u>

#### Net position:

Invested in capital assets, net of related debt	3,650,181	3,650,181
Restricted, by contributors	255,304	290,688
Unrestricted (deficit)	<u>(375,291)</u>	<u>2,313,264</u>
Total net position (deficit)	<u>3,530,194</u>	<u>6,254,134</u>

#### Total liabilities and net position

\$4,594,641    \$ 7,299,621

## Statements of Revenues, Expenses and Changes in Net Position

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	Actual YTD 6/30/2015	Actual YTD 12/31/2015	Budget YTD 12/31/2015	Variance	
<b>Revenues and other support</b>					
District Tax Revenues	\$5,737,101	\$ 2,915,483	\$ 2,915,483	-	0%
Rents	172,112	89,959	86,056	3,903	5%
Other revenues	1,990	3	-	3	
Total revenues	5,911,203	3,005,445	3,001,539	3,906	
<b>Expenses</b>					
Salaries, wage and benefits	-	-	47,500	47,500	100%
Professional fees	116,102	40,910	40,450	(460)	-1%
Supplies	3,906	2,233	2,075	(158)	-8%
Repairs and maintenance	11,113	7,505	15,000	7,495	50%
Rents	22,150	12,300	12,300	-	0%
Utilities	7,148	3,513	1,250	(2,263)	-181%
Insurance	82,516	35,238	30,000	(5,238)	-17%
Depreciation and amortization	455,541	152,220	-	(152,220)	
Interest	71,360	25,433	24,538	(895)	-4%
Travel, meeting and conferences	2,057	-	5,000	5,000	100%
Other expenses	74,112	2,152	6,500	4,348	67%
Total expenses	846,006	281,504	184,613	(96,892)	
Operating gains	5,065,197	2,723,941	2,816,926		
Transfers	(3,585,725)	-	(2,801,474)		
Increase in net position	1,479,472	2,723,941	15,453		
Net position at <i>beginning of the year</i>	2,050,722	3,530,194	3,530,194		
Net position at the <i>end of the period</i>	\$3,530,194	\$ 6,254,134	\$ 6,347,120		

## Statements of Cash Flows

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	Actual YTD 6/30/2015	Actual YTD 12/31/2015	Budget YTD 12/31/2015
Increase in net position	\$1,479,472	\$ 2,723,941	\$ 15,452
Add Non Cash items			
Depreciation	455,541	152,220	-
<b>Changes in operating assets and liabilities</b>			
Grant and other receivables	(571)	265,389	-
Prepaid expenses and deposits	(88,075)	35,238	-
Accounts payable and accrued expenses	(111,939)	(5,652)	-
Net Cash provided(used) by operating activities	1,734,428	3,171,137	15,452
<b>Cash flows from investing activities</b>			
Acquisition of Property Plant and Equipment	(14,481)	(0)	(1,250)
Changes in assets limited to use	68,517	(35,384)	-
Net Cash used in investing activities	54,037	(35,384)	(1,250)
<b>Cash flows from financing activities</b>			
Principal payments on debt borrowings	(1,525,806)	(13,308)	(14,203)
Net cash used by financing activities	(1,525,806)	(13,308)	(14,203)
<b>Net change in cash and cash equivalents</b>	262,658	3,122,445	(0)
Cash at the beginning of the year	30,136	292,794	292,794
Cash at the end of the period	\$ 292,794	\$ 3,415,239	\$ 292,794

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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**DATE:** April 11, 2016  
**TO:** City of Alameda Health Care District, Board of Directors  
**FROM:** Kristen Thorson, District Clerk  
**SUBJECT:** Acceptance of January – February 2016 District Financials

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### Action

Acceptance of the January – February 2016 District Financials

### Discussion Highlights

Notes on the Balance Sheet:

- Cash and Cash Equivalents as of 02/29/16 were \$509,201

Notes on the Statement of Revenues, Expenses and Changes in Net Position:

The financials show a comparison of Actual (prior fiscal year and YTD, 02/29/16) to Budget. A variance percentage is shown from actual compared to budget. The budget has been spread evenly over 12 months and the financials reflects 8 months or half of the total budgeted amount.

- Utilities for the Jaber Properties and Depreciation are over budget due to a budgeting error in which these were not accounted for in the FY15-16 budget. These line items will remain over budget for the remainder of the fiscal year.
- In January, the first installment of the parcel tax was transferred to AHS in the amount of \$2,889,018.

# CITY OF ALAMEDA HEALTH CARE DISTRICT

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UNAUDITED FINANCIAL STATEMENTS

FOR THE PERIOD January – February, 2016

## Balance Sheets

### CITY OF ALAMEDA HEALTHCARE DISTRICT

As of  
6/30/2015      As of  
2/29/2016

#### Assets

##### Current assets:

Cash and cash equivalents	\$ 292,794	\$ 509,201
Grant and other receivables	291,854	998,293
Prepaid expenses and deposits	88,075	41,090
Total current assets	<u>672,723</u>	<u>1,548,584</u>

Assets limited as to use	255,304	298,231
Capital Assets, net of accumulated depreciation	<u>3,650,181</u>	<u>3,499,081</u>

4,578,208      5,345,897

Other Assets	16,433	14,939
Total assets	<u>\$4,594,641</u>	<u>\$ 5,360,836</u>

#### Liabilities and Net Position

##### Current liabilities:

Current maturities of debt borrowings	\$ 26,940	\$ 26,940
Accounts payable and accrued expenses	5,653	0
Total current liabilities	<u>32,592</u>	<u>26,940</u>

Debt borrowings net of current maturities	<u>1,031,855</u>	<u>1,014,178</u>
Total liabilities	<u>1,064,447</u>	<u>1,041,118</u>

#### Net position:

Invested in capital assets, net of related debt	3,650,181	3,499,081
Restricted, by contributors	255,304	298,231
Unrestricted (deficit)	<u>(375,291)</u>	<u>522,406</u>
Total net position (deficit)	<u>3,530,194</u>	<u>4,319,719</u>

**Total liabilities and net position**      \$4,594,641      \$ 5,360,836



## Statements of Revenues, Expenses and Changes in Net Position

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	Actual YTD 6/30/2015	Actual YTD 2/29/2016	Budget YTD 2/29/2016	Variance	
<b>Revenues and other support</b>					
District Tax Revenues	\$5,737,101	\$ 3,887,311	\$ 3,887,311	-	0%
Rents	172,112	120,151	114,741	5,410	5%
Other revenues	1,990	3	-	3	
Total revenues	5,911,203	4,007,465	4,002,052	5,413	
<b>Expenses</b>					
Salaries, wage and benefits	-	-	63,333	63,333	100%
Professional fees	116,102	52,132	53,933	1,801	3%
Supplies	3,906	2,936	2,767	(170)	-6%
Repairs and maintenance	11,113	9,932	20,000	10,068	50%
Rents	22,150	16,400	16,400	-	0%
Utilities	7,148	5,429	1,667	(3,762)	-226%
Insurance	82,516	46,984	40,000	(6,984)	-17%
Depreciation and amortization	455,541	152,594	-	(152,594)	
Interest	71,360	33,976	32,717	(1,260)	-4%
Travel, meeting and conferences	2,057	-	6,667	6,667	100%
Other expenses	74,112	8,537	8,667	129	1%
Total expenses	846,006	328,921	246,150	(82,771)	
Operating gains	5,065,197	3,678,543	3,755,902		
Transfers	(3,585,725)	(2,889,018)	(3,735,298)		
Increase in net position	1,479,472	789,525	20,604		
Net position at <i>beginning of the year</i>	2,050,722	3,530,194	3,530,194		
Net position at the <i>end of the period</i>	\$3,530,194	\$ 4,319,719	\$ 7,286,096		

## Statements of Cash Flows

### CITY OF ALAMEDA HEALTHCARE DISTRICT

	Actual YTD 6/30/2015	Actual YTD 2/29/2016	Budget YTD 2/29/2016
Increase in net position	\$1,479,472	\$ 789,525	\$ 20,603
Add Non Cash items			
Depreciation	455,541	152,594	-
<b>Changes in operating assets and liabilities</b>			
Grant and other receivables	(571)	(706,439)	-
Prepaid expenses and deposits	(88,075)	46,984	-
Accounts payable and accrued expenses	(111,939)	(5,654)	-
Net Cash provided(used) by operating activities	1,734,428	277,011	20,603
<b>Cash flows from investing activities</b>			
Acquisition of Property Plant and Equipment	(14,481)	(0)	(1,667)
Changes in assets limited to use	68,517	(42,928)	-
Net Cash used in investing activities	54,037	(42,928)	(1,667)
<b>Cash flows from financing activities</b>			
Principal payments on debt borrowings	(1,525,806)	(17,677)	(18,937)
Net cash used by financing activities	(1,525,806)	(17,677)	(18,937)
<b>Net change in cash and cash equivalents</b>	262,658	216,406	(0)
Cash at the beginning of the year	30,136	292,794	292,794
Cash at the end of the period	<u>\$ 292,794</u>	<u>\$ 509,201</u>	<u>\$ 292,794</u>

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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Date: April 11, 2016

To: City of Alameda Health Care District, Board of Directors

From: Robert Deutsch, MD, Treasurer  
Kristen Thorson, District Clerk

Subject: Review and Approval of Fiscal Year 2016-2017 Operating Budget

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Attached is the proposed Fiscal Year 2016-2017 operating budget for the City of Alameda Health Care District for review by the Board of Directors.

The budget has been prepared to correspond with how the monthly financial statements are reported. The budget has been reviewed the District's accounting / financial consultant.

Some expenses were reclassified into different line item categories. For example in FY 2015-16, all expenses for the Jaber property (management fees and Repairs and Maintenance) were included under one line item. In FY 2016-2017, we split the expense in order to more accurately reflect the expense and to tie to the financial statements.

There is an increase from prior fiscal year in the total operating expenses primarily due to the following three (3) reasons.

1. \$110,000 has been budgeted for the general election in November 2016. In prior election cycles the fees are based on the number of registered in the City of Alameda voters multiplied by a flat rate. In 2012 the rate was \$1.05 per voter and in 2014 the rate was \$1.65 per voter. I have factored an increase of 53% from 2014 rates to \$2.46 per voter with approximately 44,500 registered voters in Alameda. There may also be printing fees for candidate's statements depending on whether candidates choose to submit a statement.
2. \$9,000 has been budgeted for utilities for the Jaber Properties which was not budgeted for in FY 2015-2016.
3. The commission that the County of Alameda charges for collection of the parcel tax was not include in the prior year budget. This cost is 1.7% of the revenue collected. The amount is budgeted at approximately \$100,000.

City of Alameda health Care District  
Proposed FY 2016-2017 Operating Budget

	Budget FYE 6/30/2016	Budget FYE 6/30/2017	Variance from 6/30/2016
<b>Revenue</b>			
District Tax Revenues	5,830,966	5,876,262	45,296
County Commission (1.7%)	-	(99,896)	(99,896)
Rents (Jaber Properties)	172,112	181,452	9,340
Other revenues			
<b>Total Revenues</b>	<b>6,003,078</b>	<b>5,957,818</b>	<b>(45,260)</b>
<b>Expense</b>			
Salaries, wage and benefits	95,000	95,000	-
Professional fees	80,900	102,900	22,000
Accounting	9,000	12,000	
Consultant Fees	25,400	25,400	
Legal Fees	36,000	45,000	
Annual Independent audit	10,500	10,500	
Mngt fees Jaber	-	10,000	
Supplies	4,150	6,200	2,050
Office Expenses	2,500	4,000	
Food/Meals	1,650	2,200	
Purchased services	-	3,600	3,600
Repairs and maintenance	30,000	21,000	(9,000)
Maintenance (District)	-	1,000	
Repairs & Mntc- Jaber	30,000	20,000	
Rents	24,600	25,308	708
Lease Expense Building	24,600	25,308	
Lease Expense Equipment	-	-	
Utilities	2,500	10,440	7,940
Utilities, Phones, Maintenance	2,500	600	
Phones	-	840	
Utilities (Jaber)	-	9,000	
Insurance	60,000	60,570	570
D&O	-	23,000	
General/Excess	-	11,570	
Property	-	26,000	
Depreciation and amortization	-	453,300	453,300
Building			
Equipment	-	-	
Interest	49,075	49,075	0
Interest Expense	49,075	49,075	
Travel, meeting and conferences	10,000	11,000	1,000
Travel		1,000	
Education & Conferences	10,000	10,000	-
Other Expenses	13,000	123,500	110,500
Election Year Expenses	-	110,000	
Dues & Subscriptions	5,000	5,000	
Other Misc Operating Expense	2,500	2,000	
Board Stipend	3,000	4,000	
District Marketing, Promotions	2,500	2,500	
Licenses and Taxes	-	-	
<b>Toal Expenses</b>	<b>369,225</b>	<b>961,893</b>	<b>592,668</b>
<b>Investing &amp; Financing Activities</b>			
Depreciation	-	(453,300)	(453,300)
Principal on Note	28,405	28,405	0
<b>Total Revenue Sources</b>	<b>6,003,078</b>	<b>5,957,818</b>	<b>(45,260)</b>
<b>Minus Total District Uses</b>	<b>397,630</b>	<b>536,998</b>	<b>139,368</b>
<b>Balance to Transfer to Alameda Health System</b>	<b>5,605,448</b>	<b>5,420,819</b>	<b>(184,629)</b>

City of Alameda health Care District  
Proposed FY 2016-2017 Operating Budget

Budget  
FYE  
6/30/2017 Notes

Revenue

District Tax Revenues	5,876,262	Total dollar submitted for collection in FY15-16
County Commission (1.7%)	(99,896)	Did not calculate commission in FY15-16
Rents (Jaber Properties)	181,452	
Other revenues		
<b>Total Revenues</b>	<b>5,957,818</b>	

Expense

Salaries, wage and benefits	95,000	
Professional fees	102,900	
Accounting	12,000	Increase from \$750/month to \$1000/month
Consultant Fees	25,400	
Legal Fees	45,000	
Annual Independent audit	10,500	
Mngt fees Jaber	10,000	Split Mgmt Fees and Repairs & Mntc for FY17 (10k/20k)
Supplies	6,200	
Office Expenses	4,000	Includes minor office equipment, improvements, office supplies (non capital).
Food/Meals	2,200	Increased # of meetings for FY16-17
Purchased services	3,600	Videography Service, amount included in Consulting fees in prior year
Repairs and maintenance	21,000	
Maintenance (District)	1,000	
Repairs & Mntc- Jaber	20,000	Split Mgmt Fees and Repairs & Mntc for FY17 (10k/20k)
Rents	25,308	
Lease Expense Building	25,308	Factors annual CPI Increase for lease at 888 Willow
Lease Expense Equipment	-	
Utilities	10,440	
Utilities, Phones, Maintenance	600	Electricity at 888 Willow (\$50/month)
Phones	840	Internet service with phone service (\$70/month)
Utilities (Jaber)	9,000	Prior yr, did not budget for utilities (gas & electric) at Jaber Apt. building (8 units)
Insurance	60,570	
D&O	23,000	Prior Yr ~21K, D&O, Crime/Fiduciary
General/Excess	11,570	GL/EX Hospital and Jaber Properties
Property	26,000	Prior Yr ~24K, All properties
Depreciation and amortization	453,300	
Building		Depreciation was not budgeted for in prior FY
Equipment		
Interest	49,075	
Interest Expense	49,075	Bank of Marin Loan
Travel, meeting and conferences	11,000	
Travel	1,000	Mileage for travel to educational conferences
Education & Conferences	10,000	
Other Expenses	123,500	
Election Year Expenses	110,000	
Dues & Subscriptions	5,000	
Other Misc Operating Expense	2,000	
Board Stipend	4,000	6 Regular meetings, 2 special meetings, \$100/meeting/Board member
District Marketing, Promotions	2,500	
Licenses and Taxes	-	
<b>Total Expenses</b>	<b>961,893</b>	

Investing and Financing Activities

Depreciation	(453,300)	District will not fund actual depreciation.
Principal on Note	28,405	

Total 536,998

# CITY OF ALAMEDA HEALTH CARE DISTRICT

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Date: April 11, 2016

To: City of Alameda Health Care District, Board of Directors

From: ED Search Work Group  
(Kathryn Sáenz Duke & Michael Williams)

Subject: Executive Director Search Update and Consulting Recommendation

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## **BACKGROUND**

For many months our board has discussed how best to move ahead after our District's affiliation with AHS. Based on what we are learning about other community-based health care districts in California that own but no longer operate a hospital, and thoughts on how this can help us move ahead in our own district's particular circumstances, we have updated our board's mission statement to include (a) overseeing the maintenance and operation of a District-owned hospital and other District-owned health care facilities; (b) collecting, disbursing, reviewing and educating the community on the use of parcel taxes collected under the authority of our District; (c) being a leader for the health and well-being of the residents of and visitors to the District.

## **Recent Board Actions**

At our November 2015 meeting, Directors Meyers and Sáenz Duke presented to the full board the Vision 2015 findings and recommendations. These were the result of a year of thinking about our District board's future role and responsibilities, while learning about other community-based health care districts that have for many years owned but not operated their district's hospital. As our district's affiliation with AHS frees our board from many of Alameda Hospital's administrative details, we board members can focus on the most significant issues underlying our community's health-related successes and challenges. We can now turn more attention toward developing the kind of community health care leadership that engages with a range of agencies, nonprofits, businesses, and individuals.

At our board's February 2016 meeting, we approved the Vision 2015 subcommittee's recommendation to bring a bit more staff support directly to the District board. Our current District staff consists entirely of one person who serves both as our District's Clerk and all-round support person, and also as Executive Assistant to Alameda Hospital's CAO. Even a modest expansion of our District's staff support would allow us to significantly increase our focus on community health leadership and coordination, while continuing our current and primary responsibility to ensure Alameda Hospital is economically viable and continues to offer quality, accessible emergency and related medical care. Directors Kathryn Sáenz Duke and Mike Williams were designated as an ED Search Process subcommittee to help move the board forward in finding the right person to act as a half-time Executive Director for our Board. This new hire, plus expanding a part-time Clerk position into a full-time Board Clerk and Executive Assistant

position, would provide a modest level of staff support for our Board's expanded range of activities.

## **COAHCD Executive Director Search Committee actions to date**

### **Gathering Information**

Director Sáenz Duke, Director Williams, and CAHCD Clerk Kristen Thorson selected three firms to interview regarding our interest in Executive Director search assistance. Telephone interviews were conducted with each of these firms. Following these interviews, it was mutually agreed that one of the firms/individuals that had participated would not submit a written search plan proposal unless or until our District asked them for a proposal. The two other interviewees submitted written proposals after our phone interviews. They are summarized below.

### **Olive Grove:**

During our late February phone conversation, Mr. Tansimore told us that their typical ED search takes 4-6 months, during which they take a "deep dive" into the client organization, have a conversation about the position to be filled, put together a marketing plan, and then help guide the interview process to winnow down the roster of candidates. Their charge for this is \$60,000. Based on our comments, he also outlined a "limited search" option. The proposal later submitted to us reflects this second option for Olive Grove assistance to us.

1. Readiness: facilitating a 2 hour conversation with the Board to confirm workplan, roles and responsibilities, and then a 2-hour community meeting to gather information and input.
2. Search Support: finalizing a compelling position description; identifying and assessing a rich, diverse pool of qualified applicants; preparing the District and candidates for a meaningful interview process.

### **Staff support:**

Anthony Tansimore, a senior leader in the nonprofit sector, and extensive experience in organizational restructures.

Amy Whittaker, 10 years experience advising nonprofits on strategic planning, governance, and facilitating cross-sector collaboration.

Price of services: \$33,000.

### **HFS Consultants: Complete Solutions for Health Care Management:**

In preparation for a later phone interview, HFS submitted an initial written proposal to our search committee, and then had a phone conversation with Director Sáenz Duke. Later there was a phone interview that included three HFS staff-- President Rich Gianello, and senior consultants Debora Bertasi and Don Whiteside. In addition, Directors Williams and Sáenz Duke, and Ms. Thorson also joined that phone conversation. The HFS team asked specific questions and offered examples of California health care districts similar to ours, which they have worked with in

community engagement and ED search efforts. Based on what was learned from the interview's comments and questions from all participants, Mr. Whiteside suggested they submit a revised proposal, which they did.

The revised proposal focuses on helping us with four activities aimed at helping us evaluate our position and then make an appropriate leadership choice. HFS would:

1. Have an initial meeting with Search Committee to gather information on current and prospective environment, and to determine ED's key responsibilities, goals.
2. Attend and facilitate a town hall style public meeting to solicit community feedback.
3. Attend and facilitate a board meeting where members discuss results of above activities and then decide on the most effective leadership models, and on characteristics and skills most needed in new ED.
4. Other tasks may include interviewing key stakeholders and community members. Also facilitating an e-platform for public to address ideas, concerns and suggestions.

Cost: \$5,000 cap on consulting fees; \$200 cap on out-of-pocket costs.

Consultants:

Don Whiteside has an extensive background in healthcare business, Board development and relations, sales and marketing, and transformation management. Additionally, he has served on several Boards. Prior to HFS, he was a search consultant for the largest national healthcare search firm. Prior to that, he was President/CEO of the business subsidiary of the Hospital Council of Northern and Central California.

Debora Bertasi is HFS Executive Search and Interim Management Manager. She would join Whiteside in working with us.

**ED Search Committee Recommendation:**

We recommend moving ahead under the HFS proposal. We believe this proposal and this consultant team will help us make sure we are effectively engaging our community. In addition, it will improve our search process by helping us select those ED skills and experience we value most highly. It will also help us consider the kind of people we are likely to attract with our proposed salary level and .5 FTE position, and help us decide whether we are looking for an interim or a long-term ED.

HFS has a long history of involvement with Alameda Hospital, plus experience with many other California health care districts.

Both proposals are attached.





March 4, 2016

Kathryn Saenz-Duke  
Michael Williams  
Board Members  
City of Alameda Health District  
2070 Clinton Avenue  
Alameda, CA 95401

Via email: [kduke@coahcd.org](mailto:kduke@coahcd.org); [mwilliams@coahcd.org](mailto:mwilliams@coahcd.org)

Dear Kathryn and Mike,

Thank you for the conversation regarding the search for a new Executive Director of the City of Alameda Health District (District). As we discussed, this will be a new hire and a part-time position, and it will be important for the community to support the District. The search process needs to reflect the Board's desire to gain community input and support. The District has limited funds to pay for a search, and a full search in this case is not needed. Olive Grove will provide support to launch the search and guide the District Board and staff through the search process by providing advice and coaching, as well as templates for conducting interviews and assessing candidates.

We are pleased to work with the City of Alameda Health District on a search for a new Executive Director commencing on May 1, 2016. In this project your primary contacts will be Anthony Tansimore and Amy Whittaker. This document outlines the agreement between Olive Grove Consulting, LLC, a California limited liability company (Olive Grove) and the City of Alameda Health District (Client) for the scope of work detailed below. Continued work will be evaluated on or before the end of this term, depending on your organization's needs and wishes.

## SCOPE OF WORK

### Readiness

This process will be significantly expedited given that we will provide a more limited search and support to the District. The Discovery phase will include:

- Facilitating a 2-hour conversation with the Board to confirm a workplan, roles and responsibilities, and activities related to the Executive Search moving forward;
- Facilitating a 2-hour community meeting to gather information and input on the Executive Director position;

- Synthesizing findings into a draft Discovery report back that can be edited and finalized by the Board
- Finalizing the Executive Director Position Description.

The goal is to focus for the future of the District and the leadership competencies required to get there, while elevating the most compelling opportunities and risks facing the District. This work typically takes 3-6 weeks.

## Search Support

Olive Grove moves straight into a search process. These steps include:

- **Finalizing a compelling position description** that builds on the vision and priorities identified in the Discovery stage, tells the story of the District, and draws people into greater curiosity and inquiry about the role.
- **Identifying and assessing a rich, diverse pool of qualified candidates.** Olive Grove will engage in limited outreach to individuals in Alameda County and post the job description. We will have screening interviews with candidates and forward candidate materials to the District Board.
- **Preparing the District and candidates for a meaningful interview process.** We help craft effective (and legal) interview questions and provide candidate evaluation and decision-making support.

We communicate general parameters regarding compensation given to us by the District Board. The search process typically takes 2 – 3 months following approval of the job description.

## PROJECT TEAM

Anthony Tansimore will serve as senior advisor on this engagement, working closely with Amy Whittaker as the lead consultant and Erin Gough as administrative support.

**Anthony Tansimore, Vice President of Leadership Impact**, has been a senior leader in the nonprofit sector for more than twenty-five years. In his various public and social sector roles he supported collaborative efforts among nonprofits and leadership development for management teams. Throughout his career Anthony has focused on assisting individual leaders and teams in becoming more effective in their own work.

As Chief Financial Officer of MALDEF (the Mexican American Legal Defense and Educational Fund), Anthony worked closely with the staff to streamline expenses and grant compliance. As Chief Operating Officer of The San Francisco Foundation, Anthony led a diverse program team to leverage grant funding with investments from other foundations and individual philanthropists to create larger impact in communities throughout the Bay area.

Additionally, Anthony has extensive experience in organizational restructures. At the

Fannie Mae Foundation, he was a member of the leadership team that restructured the foundation from a corporate community relations department to the largest independent foundation dedicated to housing and community development. Anthony has extensive experience working with boards, as an executive search consultant. Most recently he was a Partner at The Bridgespan Group, where he led CEO searches for a number of national organizations. He also advised fellow Partners and their clients on management issues, including board roles and responsibilities, restructuring of programs and management teams, and financing for growth. In identifying and on boarding new leaders, he has assessed and advised boards on their responsibilities as stewards and leaders of organizations.

Anthony holds a JD from Wake Forest University School of Law and a Bachelor's of Arts from Colorado College. Anthony has served on a number of nonprofit boards, and was Board Governance Chair and Board Chair of the National 4-H Council.

**Amy Whittaker, Consulting Director**, has been perpetually fascinated by understanding the variables involved with an organization that succeeds versus an organization that struggles – and helping both to operate more effectively. Having worked with a range of nonprofits from established to entrepreneurial, she has over 10 years' experience advising organizations on strategic planning, governance, and facilitating cross-sector collaboration. Amy views herself as a partner with clients with a focus on building trust and honest communication.

Prior to joining Olive Grove, Amy worked as a Consultant at Taproot Foundation. In this role, she partnered with Fortune 500 companies to craft community engagement strategies, design high-quality pro bono initiatives, and scale these initiatives globally. At Taproot, Amy worked with over 100 nonprofits in the Bay Area to bridge professional expertise with nonprofits' capacity-building challenges to ultimately strengthen their organizations.

Amy carries her passion for nonprofit management into her personal life as well. She currently serves on the board of San Francisco-based arts organization, Root Division and, as Board Secretary and Chair of the Governance committee, has aided the organization through both a capital campaign and strategic planning process.

Amy earned her Masters of Business Administration with a focus in Nonprofit Management from the University of San Francisco and a Bachelor of Science from Cal Poly, San Luis Obispo. While at USF, Amy served as Senior Partner for the MBA consulting firm, The Malloy Group, leading the development and execution of projects for Hub Bay Area. Amy also served as President of Net Impact's USF graduate chapter and led USF's team in the Clinton Global Initiative's Hult Global Case Challenge. In Amy's spare time she enjoys hiking and camping her way around the beautiful Bay area.

**Erin Gough** joined Olive Grove in April 2015 after a brief detour to the tech world at Hewlett Packard where she served as an Executive Assistant to the Vice President of Global Real Estate. She completed her Bachelor of Fine Arts Degree at George Mason

University in Fairfax, VA and immediately went on to pursue her Master of Arts Management degree at the Heinz College of Public Policy and Management at Carnegie Mellon University in Pittsburgh, PA. It was there that she began to learn and practice the strategies that help arts and other nonprofit organizations become successful.

While in graduate school, she served as Co-Executive Director of a multi-disciplinary emerging artist venue in Pittsburgh called Future Tenant. After graduation, as Coordinator of the Pennsylvania Arts Education Network at the Education Policy and Leadership Center (EPLC), she worked with arts and education organizations across Pennsylvania to identify opportunities for state and local policy support. Through learning about the unique needs of all types of organizations, she facilitated the creation of a policy agenda and advocacy strategy to help support arts and education in the Commonwealth.

A long distance relationship brought Erin to California and she now lives in Palo Alto with her new husband. She loves exploring all of the hiking, culture, wine, and cheese the Bay Area has to offer.

## PROJECT FEE

For this scope of work we will bill a flat of \$33,000. Olive Grove will require a 50% retainer of \$17,500 delivered with a signed contract to secure consultant time. Please see the table below for a full payment schedule.

\$16,500	Retainer due upon signing
\$8,250	June 5 <sup>th</sup>
\$8,250	July 5 <sup>th</sup>

Olive Grove will also charge for any out-of-pocket expenses incurred, including but not limited to: airfare, lodging, meals, ground transportation, parking, tolls, facilitation materials and significant document production. Mileage will be charged for travel based on the current IRS mileage value standards. For this scope of work we estimate expenses to be roughly \$1,000. Phone expenses (within the U.S.) are *not* charged.

Under no circumstances will Olive Grove refund or credit previously paid fees or expenses. The retainer is considered fully earned by Olive Grove for reserving and setting aside consultants' time and availability for Client upon execution of this Agreement.

## WORKING WITH OLIVE GROVE

Olive Grove is a network that leverages expertise, capital, and new ideas for philanthropists and nonprofit leaders to create a “vibrant and just society.” We choose to work with leaders who are willing to have challenging but productive conversations to create the momentum for transformative change.

Most consulting firms focus on developing proprietary methodologies and frameworks that they then apply to every client, leveraging only the talent of a few employees. We have developed Olive Grove in a different model that places the client at the center. Instead of leading with a particular product, we focus on listening and understanding the client’s unique situation and goals. We then assemble the team and design an approach that is completely customized to achieve those goals. We draw on talent from an extensive international network of hundreds of expert consultants, pro bono providers, complementary firms, graduate students, universities, and other resources.

Additional information – including a description of services, representative clients, and testimonials – is available at [www.theolivegrove.com](http://www.theolivegrove.com).

## WHAT WE EXPECT FROM OUR CLIENTS

Successful consulting engagements depend upon each party being clear and specific in mutual expectations and responsibilities. Olive Grove will require:

- A commitment to a true partnership, defined by mutual trust, respect and the integrity and courage to put any question on the table and work toward the right answer, which is not always the predicted or easy answer.
- Challenges or concerns need to be addressed openly and in a timely fashion.
- Project manager/primary contact with decision-making authority to facilitate communications, scheduling, and other project support.
- Availability of key board/staff; prioritization of project within organization; timely delivery of agreed upon activities and documents; ready access to documents and information.
- Once decisions are made, a commitment to moving forward with one, unified voice.

Unless we are being personally contracted and paid by an individual outside of their employer (e.g., in a personal coaching relationship), we consider the mission of the organization to be our ultimate client. Thus, while we are supporting the leadership development and effective, strategic action of individuals and teams, we are always holding the mission as the ultimate guide and arbiter for the best course of action.

## OUR COMMITMENT TO QUALITY

At Olive Grove, we understand that our work is never done; there is always space for

learning and improvement. As part of that belief, Olive Grove communicates with our clients and consultants on a regular basis throughout the length of a project to make sure that expectations are being met and the services being delivered are of the highest quality. These communications involve bi-weekly conversations with the lead consultant and a minimum of two conversations with the client organization to address emerging and changing needs.

## OUR COMMITMENT TO CONFIDENTIALITY

We recognize that much of the information we receive on clients is privileged and confidential. No confidential paper documents are ever recycled without thorough shredding. Electronic files are protected to the extent possible through effective firewalls and other technological safeguards. At no time is sensitive client or candidate information shared with other parties outside of Olive Grove.

Unless notified in writing otherwise, Olive Grove will list your organization name and logo as a client on our website and in related communications. We may also use quotations from our quality assurance communications in related marketing materials.

## MODIFYING THE AGREEMENT

The parties acknowledge that this Agreement, including attachments, contain the entirety of the agreement between the parties. Olive Grove and Client recognize that:

- Olive Grove's original cost and time estimates may be too low due to unforeseen events or to factors unknown to Olive Grove when this Agreement was made;
- Client may desire a mid-project change in Olive Grove's services that would add time and cost to the project;
- Other provisions of this Agreement may be difficult to carry out due to unforeseen circumstances.

If any intended changes or any other events beyond the parties' control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties, and added to this Agreement. Neither party shall be bound by any modifications or amendments to this Agreement unless agreed to in writing, signed by the parties.

## CANCELLATION POLICY

Olive Grove recognizes that our clients' consulting needs may change over time. If a client chooses to cancel a contract they must do so in writing. All fees and expenses accrued to date as well as already issued invoices will be due in full.

Olive Grove reserves the right to cancel this contract if the firm believes the



consultant/client relationship is not continuing in good faith or if there are irresolvable philosophical differences.

Should the designated Olive Grove consultants not be able to successfully complete the scope of work, Olive Grove will make every effort to find an appropriate replacement in a timely manner. If a substitution cannot be made, Olive Grove will offer a refund for work not already conducted in this scope of work.

## **DISCLAIMER OF WARRANTIES**

Olive Grove makes no warranties or representations regarding the success or outcome of its services. All services of Olive Grove and the results thereof are provided without warranty or guaranty of any kind.

## **INSURANCE AND INDEMNITY**

Upon request, Olive Grove will provide Client with a certificate of insurance evidencing its insurance coverage. Olive Grove will defend, indemnify and hold Client, and its officers, directors, and employees harmless from any claims or litigation brought by any third parties for personal injury or property damage arising solely as a result of the gross negligence or willful misconduct of Olive Grove and/or its consultants or employees, provided, however, Olive Grove shall not be liable for any consequential damages, loss of profit or loss of goodwill, nor shall Olive Grove be liable for any claims or litigation arising out of Client's (and/or its employees', directors' or officers') negligence or willful misconduct. Olive Grove's indemnification liability shall be limited to the amount of insurance coverage available and the amount of compensation paid to Olive Grove pursuant to the terms of this Agreement.

## **DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. In the event of any such arbitration, the prevailing party shall be entitled to recover its attorneys' fees and costs of such arbitration.





March 17th, 2016

Board of Directors  
City of Alameda Health Care District

Dear Members of the Board,

We are pleased to submit this letter for your review and signature (the *Agreement*), which sets forth the terms according to which HFS Consultants will provide you with certain consulting services. We look forward to working with you in reaching your objectives and ask that you review this letter to ensure that we understand and agree upon the terms governing the provision of our services.

## BACKGROUND INFORMATION

The City of Alameda Health Care District (CAHCD) completed its affiliation with Alameda Health System (AHS), placing the management of Alameda Hospital with the leadership of AHS. At this time, there is no one in the position of Executive Director and CAHCD is in the process of evaluating the position and its functions in order to make an appropriate leadership choice that will help put in practice the vision and create strategies on how to best serve their community.

## SCOPE OF SERVICES

We envisage the scope of services to be summarized as follows:

1. An initial meeting with the Search Committee to gather information regarding CAHCD's current and prospective environment and to determine key responsibilities and goals of the Executive Director
2. Attend and facilitate a town hall style public meeting to allow the Board to solicit feedback from the public/residents of Alameda
3. Attend and facilitate a final public District Board meeting where the members of the Board, following steps 1 and 2, can discuss and decide on the decision for the most effective leadership models and initial input on key characteristics and skill set for the new executive leadership
4. Other tasks may include interviewing key stakeholders, members of the community, facilitate an e-platform for the public to address ideas, concerns and suggestions in a confidential setting and other tasks as deemed necessary

## PROFESSIONAL FEES, EXPENSES AND TIMING

Fees for the services provided by HFS will be on an hourly basis, not to exceed 20 hours at an hourly rate of \$250 or \$5,000 for the duration of the project, and is billable in fifteen (15) minute increments for each hour or portion thereof performed by HFS. Billable time includes all travel time, both local and out-of-town.

Professional fees for our services will be based on the time required to perform the work.

CAHCD agrees to reimburse HFS for all out-of-pocket costs incurred in the course of performance of the Services hereunder, including, without limitation, photocopying, mailing, messenger and delivery services, long distance telephone service, facsimile transmissions, parking, sales and similar taxes, and any other fees advanced by HFS on behalf of CAHCD. Out of pockets costs will not exceed \$200 for the duration of the project.


We look forward to working with you on this important assignment. If this is acceptable, please indicate below with your signature and return one copy of this letter. If you have any questions or suggestions, please let me know.

Sincerely,

### HFS CONSULTANTS



Debora Bertasi, MBA  
Manager  
Executive Search and Interim Management



Richard A. Gianello  
President

Accepted on behalf of City of Alameda Health Care District:

\_\_\_\_\_  
Kathryn Sáenz Duke, JD, MPH  
President, Board of Directors  
City of Alameda Health Care District

\_\_\_\_\_  
Date

## **OTHER TERMS AND CONDITIONS**

**1. Independent Contractor.** HFS shall be deemed at all times to be an independent contractor. Nothing in this agreement shall be construed as creating an employment relationship between the client and HFS. Any terms in this agreement referring to direction from the client shall be construed as providing for direction as to policy and the result of HFS' work only, and not to the means by which such a result is obtained.

**2. At Will.** The client and HFS shall each have the option to terminate this agreement at any time without cause given 30 days advance notice. Either party may exercise this option by giving the other party written notice of termination by US mail, facsimile or overnight delivery service. The notice shall specify the date on which termination shall become effective with a minimum of 30 calendar days after receipt of the notice of termination.

**3. Collection Costs.** The client shall be responsible for any expenses (including attorneys' fees and court costs) incurred by HFS in collecting its fees or expenses billed pursuant to this contract, whether or not legal action is instituted.

**4. Arbitration.** The parties agree that any dispute arising in connection with this Agreement shall be resolved by arbitration conducted in Alameda County, California in accordance with the commercial arbitration rules of the American Arbitration Association. The prevailing party in such arbitration shall be entitled to an award of reasonable attorneys' fees and costs of arbitration.

**6. General Provisions.** This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings. This Agreement may only be amended by a written agreement signed by both parties. This Agreement shall be binding on, and inure to the benefit of, the parties and their successors and assignees. This Agreement may be executed in counterparts, by signatures transmitted by telecopy, each of which shall be deemed an original, and which together shall constitute one and the same agreement. California law (without regard to conflicts of law) shall govern the interpretation and enforcement of the Agreement. This Agreement has been approved by the client's governing body, and is signed by a duly authorized officer.

**7. Indemnification from Costs of Subpoenas.** Any services we perform at the client's request or are compelled to perform relating to any subpoena, summons or other legally-binding demand (e.g., serving as a witness or providing documents in an investigation) will be billed at our standard hourly rates plus expenses including, where applicable, any copying and attorney fees and expenses.

**8. Interest.** Bills for professional fees and expenses are payable within 30 days of receipt by the client. All amounts unpaid after 90 days shall accrue interest at the rate of 1.5% per month (18% per year) from the invoice date.

**9. HIPAA.** HFS shall abide by all laws, regulations and directives of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it pertains to services performed by HFS and information received by HFS from client pursuant to this agreement. Since HFS may, in the course of performing services under this agreement, receive protected health information from client, HFS will be deemed a Business Associate of the client. HFS will sign and execute a Business Associate agreement with the client and will conform thereto.

**10. Intellectual Property.** Any and all forms, reports, designs, training presentations and other materials prepared by HFS Consultants for the client shall be used by the client only for its own internal uses and shall not be divulged to any other party without written consent of HFS. HFS reserves all other rights and interests in these materials.

**11. Executive Search Conditions.** In the event that more than one executive is hired as a result of the work performed by HFS, a full professional fee based upon estimated first year compensation will be due for each executive hired.

## CITY OF ALAMEDA HEALTH CARE DISTRICT

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Date: April 11, 2016

To: City of Alameda Health Care District, Board of Directors  
City of Alameda Health Care District, Residents  
Alameda Health System Staff

From: Kathryn Sáenz Duke, President

Subject: Board Member Liaison Positions

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Earlier this year, the COAHCD board approved a number of updates to our ByLaws. One update added three new officer positions:

- Alameda Health System Liaison
- Alameda Hospital Liaison
- Community Health Liaison

These new positions reflect our Board's responsibility to lead our District into the future of increasingly consolidated hospital systems, medical groups, insurance companies, and pharmaceutical companies. While these mergers and acquisitions continue, hospitals are becoming "health systems" that:

- include health care services and health promotion activities that happen outside of the hospital walls,
- give growing attention to protecting and promoting community health,
- are preparing for revenues to be based more on keeping people healthy and out of the hospital, and less on the traditional "fee for service" system.

With all these dynamics in play, here in Alameda our District's priority is to support, improve, and plan for the future of Alameda Hospital. We work closely with the Alameda Health System that now operates all of the health care facilities owned by our District. At the same time, we are moving toward increased visibility and health leadership among our district's many local agencies, businesses, and nonprofits working to coordinate and improve our community's health.

Starting at this meeting, each of our Board's liaison officers will be providing written or verbal updates at every public meeting on issues of significance to Alameda Hospital, Alameda Health System, and to our district's role in protecting and promoting our community's health. These reports help all of us stay informed and have an opportunity to question or comment on events being reported. This will help our health care district create a strong fabric of local medical care and health leadership, woven together with the resources, vision, and mission of Alameda Health System.

Attachments: Community Health Liaison Proposed workplan

## **Proposed Community Health Liaison Workplan**

### Mission Statement:

To be a leader for the health and well-being of the residents of and visitors to the District. (CoAHCD Bylaws)

### Initial Focus Areas for 2016-2018

- Disaster Preparedness and Health
- Medical, Behavioral, Social Services, Children's Health, Senior Health
- Living Environment and Health

### General Approach for 2016-2018

CoAHCD Executive Director and Community Health Liaison to:

- Identify and recruit one or two key leaders for each focus area, consider a leadership group if appropriate
- Identify community stakeholders for each focus area
- For each focus area:
  - Review existing assessments and community data relevant to three focus areas
  - Prepare and hold a focus area half-day meeting
    - Review assessments and data
    - Identify possible priority areas for action over the next 2 years to improve community health and well-being
    - Prioritize the top four areas for action
    - Identify small action groups to focus on each area for action
  - Request public input on the priority areas
  - Meet every 6 months for two years to provide updates on action for each priority area
- Community Health Liaison to provide regular updates on each action focus area and their associated priorities to the City of Alameda Health Care District and the Joint City of

Alameda and City of Alameda Health Care District Liaison Committee

- Report annually to the public on progress
- Every two years, develop consensus on appropriate focus areas for the next two years and start the process again.

Initial Focus Areas

The following focus area potential issues are a “living list”, are to be used to begin the discussion with our Executive Director and will change. This list came from both current literature on community health and wellbeing issues facing our community and from stakeholder and community discussions in the past 2 years. All potential issues are subject to discussions, revisions, deletion and additions.

- Disaster Preparedness and Health: Areas of Potential Issues
  - Business/Resident Post-Disaster Resiliency planning
  - Post Disaster:
    - Access to water
    - Access to wifi – short ban radio – communications
    - Trans/care for pets
    - Trans/care for inpatient/residential care
    - Water to fight fires after a disaster
    - Federal response? EPA/FEMA/Military Assets on Alameda Point/CG Island assets?
    - Red Cross supplies/action/leadership
    - CERT program
    - ECP for those displaced by liquification
    - Trans/care for all those displaced by liquification
    - School plans for rapid flood waters
  
- Care on the island - Medical, Behavioral, Social Services, Children’s Health, Senior Health: Areas of Potential Issues
  - Senior care – ambulance diversions, stroke and heart attack emergency service availability
  - VA care availability
  - Behavioral/mental health/dental health access

- Differences in care availability by race, sex, age
  - Community paramedic options
  - School-based care
  - Bystander intervention (CPR, Defibulator locations)
  - Prescription painkiller abuse/Meth services
  - Screening services
  - Hospice/end-of-life care (culturally appropriate)
  - Help for kids who have parents in distress
  - Children’s screening/care:
    - Eye
    - Dental
    - Asthma
  - Cultural-specific care access issues (health literacy, culturally-sensitive health care options, immigrant health, etc)
  - Charity care availability (transparent)
  - Covered California sign-up access
  
- Living Environment and Health: Areas of Potential Issues
  - Health-in-all-Policies planning
    - Community health and well-being general planning
      - Common social services
      - Common public health department services
      - Common environmental health services
      - Social impact bonds
      - Park space
      - Safe travel to schools for kids on bikes
      - Access to grocery stores; ”Food Deserts”
      - Access for those physically or mentally challenged
      - Access to low-cost daycare centers; and
      - Reducing motor vehicle accidents
      - Access to:
        - calfresh nutrition
        - school lunches (during school and summers)



- WIC
- First 5
- Access to fitness
- Services for:
  - Homeless, poor, near poor
  - Rent assistance
  - Employment/skill building
- Other:
  - Assessing and addressing injustice on the island (based on race, sex, orientation, culture, etc)
  - Air pollution – ex: coal shipping in the future?
  - Noise pollution - impact of new runway/flight patterns over the island
  - Light pollution
  - Hazardous waste toxin exposure
  - Traffic congestion
  - Childhood obesity

## Example of Community Data: Opportunity Index Factors

### Measures

Education	Economics and Mobility	Neighborhood and Housing Quality
School Reading Proficiency	Proximity to Jobs w/in 5 miles	Median Home Value
School Math Proficiency	Public Assistance Rate	Residential Vacancy Rate
Student / Teacher Ratio	Unemployment Rate	Neighborhood Poverty Rate
Free & Reduced Lunch Rate	Mean Commute Time	Median Gross Rent
Adult Educational Attainment	Transit Access	Crime Risk Index
		Proximity to Toxic Waste Sites
		Proximity to Toxic Waste Releases
		Proximity to Parks and Open Spaces

### Graphical Representation

