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**Special Meeting of the Board of Directors
Wed. June 10, 2020
9:30 am
Mark Twain Medical Center Classroom 5
768 Mountain Ranch Rd,
San Andreas, CA**

Two Participation Options:

**1. Tele-Conference Meeting
Conference Call Information
(605) 475-2875 Code 4864697**

**2. In Attendance With The Following Guidelines:
Social Distancing (6 ft)
No Screening but Face Covering is Required**

Agenda

Mark Twain Health Care District Mission Statement

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

- 1. Call to order:**
- 2. Roll Call:**
- 3. Approval of Agenda: Public Comment - **Action****

This Institution is an Equal Opportunity Provider and Employer

Agenda – June 10, 2020 Special MTHCD Board Meeting

4. Public Comment on matters not listed on the Agenda:

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

5. Chief Executive Officer’s Report:.....Dr. Smart

- Donation Agreement - MTHCD to MTMC Foundation: Public Comment - **Action:**
- Construction Budget

6. Next Meeting:

A. The next meeting will be Wednesday July 22, 2020 starting at 9am.

- The July meeting is currently scheduled to be in person with social distancing.

7. Adjournment: Public Comment – **Action**

California Gov. Gavin Newsom issued [Executive Order \(N-29-20\)](#), which, in part, supersedes Paragraph 11 of Executive Order (N-25-20) issued on Thursday. The new Executive Order excuses a legislative body, under the Ralph M. Brown Act, from providing a physical location for the public to observe and comment if certain conditions are met. A physical location does not need to be provided if the legislative body:

1. Holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically;”
2. Implements a procedure for receiving and “swiftly resolving” requests for reasonable modification or accommodations from individuals with disabilities, consistent with the Americans with Disabilities Act, and resolving any doubt in favor of accessibility.
3. Gives advance notice of the public meeting and posts agendas according to the timeframes and procedures already prescribed by the Brown Act (i.e. 72 hours for regular meetings and 24 hours for special meetings) and
4. Gives notice of the means by which members of the public may observe the meeting and offer public comment, in each instance where notice or agendas are posted.

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Agenda – June 10, 2020 Special MTHCD Board Meeting

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is dated as of June [REDACTED], 2020 is made and entered into by and among **Mark Twain Health Care District, a political subdivision of the State of California** (“District”), **Mark Twain Medical Center Foundation, a California non-profit public benefit corporation** (“Foundation”) and **Dignity Health, a California non-profit public benefit corporation** (“Dignity”). Each of District, Foundation and Dignity is referred to as a “Party” and, together the “Parties.”

RECITALS

A. Dignity and District entered into a Pre-Lease Agreement dated April 15, 2019, pursuant to which Dignity agreed that if within one year after the Closing (which occurred on May 31, 2019) the District makes one or more cash grants to the Foundation, Dignity will make a one-time cash donation to the Foundation of the same amount as the District grant (the “Matching Grant”), not to exceed One Million Dollars (\$1,000,000).

B. On August 28, 2019 the District made a cash contribution of \$372,000 to the Foundation in satisfaction of a pledge dated June 6, 2019.

C. On January 4, 2020 the District entered into a gift agreement (“January 4, 2020 Agreement”) with the Foundation pursuant to which the District pledged \$300,000, payable on February 14, 2020, to be used for the benefit of Mark Twain Medical Center’s Rural Health Clinic in Copperopolis, CA, with the funds to be credited to the Copper Valley Temporarily Restricted Fund. Pursuant to the January 4, 2020 Agreement, the proceeds are to be used to fund tenant improvements at 421 Sawmill, Copperopolis, CA and medical technologies to benefit the residents of Copperopolis and surrounding area. As of the date of this Agreement, the pledge has not been funded.

D. On February 20, 2020, the District entered into a letter of intent (“February 20, 2020 Letter”) with the Foundation to make a one time monetary donation of \$300,000 to be used for Tenant Improvements and medical technologies to benefit the residents of Copperopolis and surrounding areas, and the Parties wish to clarify that the pledge by the District to the Foundation pursuant to the January 4, 2020 Agreement and the February 20, 2020 Letter represent a single pledge of \$300,000.

E. At various times during early 2020, leadership for the District and Dignity Health convened to discuss the timing of the District’s contributions to the Foundation and Dignity Health’s Matching Grant, and the parties wish to document their understanding.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Matching Grant. Section 3.2 of the Pre-Lease is modified to read as follows:

“3.2 Foundation Grant. The District has an established grant making process that provides financial support for selected Calaveras County community health purposes. If, by July 31, 2021, the District makes one or more cash grants to the Mark Twain Medical Center Foundation, a California public benefit corporation (the “*Foundation*”) for the benefit of one or more Medical Center programs or projects (“*District Grant*”) Dignity Health shall make a one-time cash unrestricted donation to the Foundation of the same amount as the additional District Grant not to exceed One Million Dollars (\$1,000,000). Dignity Health’s contribution shall be due and payable to the Foundation sixty (60) days after the District notifies Dignity in writing of the District’s cash grant, shall be made via wire transfer to the bank account of the Foundation identified in the District’s written notice, and, if not made within said sixty (60) days, shall bear interest at the Wall Street Journal Prime rate plus one percent (1%) from the due date until paid.”

2. Existing Pledge. The outstanding pledge amount by the District to the Foundation pursuant to the January 4, 2020 Agreement and the February 20, 2020 Letter represent a single pledge of \$300,000 (the “Existing Pledge”), which amount remains unpaid.
3. Extension of Time to Fund Existing Pledge. The District agrees to fund the Existing Pledge within one (1) year of the opening of the Copperopolis Rural Health Clinic at 421 Sawmill, Copperopolis, CA. Cash payments made by the District to the Foundation will be credited first toward satisfaction of the Existing Pledge, prior to qualifying for additional Dignity matching donations under the Pre-Lease Agreement.
4. Dignity Matching Grants. Dignity has not yet made a donation to the Foundation to match the District’s August 28, 2019 cash contribution of \$372,000. Dignity will make that unrestricted matching donation to the Foundation, with interest, by June 30, 2020. By June 30, 2020, Dignity will make an additional unrestricted matching donation matching the Existing Pledge, notwithstanding the delayed funding of that pledge by the District as provided in Section 3 of this Agreement. Following the contribution of these matching donations to the Foundation, Dignity will have satisfied \$672,000 of the maximum \$1,000,000 in matching contributions under the Pre-Lease Agreement.
5. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to such State’s conflicts of laws rules.
6. Entire Agreement; Amendment. This Agreement modifies the terms of the Pre-Lease Agreement only as set forth herein. All other terms of the Pre-Lease Agreement remain unaltered. This Agreement may not be amended except in a written instrument executed by the Parties.
7. Drafting. No provision of this Agreement shall be interpreted for or against any Person on the basis that such Person was the draftsman of such provision, and no presumption or burden of proof shall arise favoring or disfavoring any Person by virtue of the authorship of any provision of this Agreement.

8. Counterparts; Facsimile Transmittal. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile or email transmission of a true scanned copy of any signed original counterpart transmission shall be deemed the same as the delivery of an original.

*[Remainder of this page intentionally blank.
Signatures follow on next page.]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first mentioned above.

DISTRICT: **MARK TWAIN HEALTH CARE DISTRICT,** a political subdivision of the State of California

By: _____
Name: _____
Title: _____

DIGNITY: **DIGNITY HEALTH**
a California non-profit public benefit corporation

By: _____
Name: _____
Title: _____

FOUNDATION **MARK TWAIN HOSPITAL FOUNDATION,**
a California non-profit public benefit corporation

By: _____
Name: _____
Title: _____



OPINION OF PROBABLE COST - INFRASTRUCTURE

LOCATION: The Town Square at Copper Valley,
PROJECT NAME: Dignity Health
DATE: June
BRIEF PROJECT DESCRIPTION: Build out

Cost Types	%	Original Date	Revised Date	Final Date 6-1-	Notes / Assumptions
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Design / Consultant Fees					
Architect & Engineering Fees		\$ 51,415	\$ 51,415	\$ 51,415	
Construction Administration Other Consultants fees, Aspen Street		\$ 5,000	\$ 5,000	\$ 5,000	NOTE: This most likely will not be used, it's simply an insurance policy in the event it is needed
Total Consultant Fees:	5%	\$ 56,415	\$ 56,415	\$ 56,415	

Construction Costs					
Demolition Cost		\$ 7,500	\$	\$	
Hazardous Abatement Costs		\$	\$	\$	
Direct Construction Costs		\$ 811,819	\$ 817,629	\$ 854,609	Hard Costs, 10% Contingency, Builder Fee,
Total Construction Costs	66%	\$ 819,319	\$ 817,629	\$ 854,609	

Other Equipment Budget					
Food Service Equipment		\$	\$	\$	
Furniture, Fixtures and Equipment Allowance		\$ 178,058	\$ 178,058	\$ 128,058	NOTE: This is not including new exam tables, each table cost is \$5,123 for a total of \$25,040
Nurse Call & Code Blue Systems		\$ 25,040	\$ 25,040	\$	Expeditor system exchanged for flag system
Intercom / Public Address / Fixed AV		\$	\$	\$	
Security / Video Surveillance / Access Control		\$	\$	\$	
Structured Cabling		\$	\$	\$	
Desktop Devices (Servers, Desktops, Laptops, Handhelds & Printers)		\$	\$	\$ 158,000	NOTE: This is for all IT upgrades and installation including telecom
Software Applications (Installation, Licenses etc.)		\$	\$	\$	
Equipment Rental Expenses		\$	\$	\$	
Other Equipment Costs		\$	\$	\$	
Total Equipment Budget:	16%	\$ 203,098	\$ 203,098	\$ 286,058	

Administrative Costs					
OSHPD or AHJ Permit Fees		500,00	500,00	500,00	
IOR		\$	\$	\$	
Pre-Con Site Survey, Testing, Boring & Reports		\$	\$	\$	
Special Inspections / Testing Services		\$	\$	\$	
Move-in Start-up		\$	\$	\$	
Internal Project Management / Support		\$	\$	\$	
BREW IT Services		\$	\$	\$	
3rd Party Project Management		\$	\$	\$	
Project oversite PM Administrative Costs		\$ 38,086	\$	\$	Liability insurance (1% of Hard Costs), OH, Blueprints, Misc.
Total Administrative Cost:	3%	\$ 38,086	\$ 500	\$ 500	

TOTAL (Const+Equip+A/E Fees+Admin):		\$ 1,116,918	\$ 1,077,642	\$ 1,197,582	
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Owner's Contingency					
10% Owner's Contingency		\$ 121,600	\$ 100,000	\$	
Total Owner's Contingencies:	10%	\$ 121,600	\$ 100,000	\$	

TOTAL PROJECT COST:	100%	\$ 1,238,518	\$ 1,177,642	\$ 1,197,582	
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