



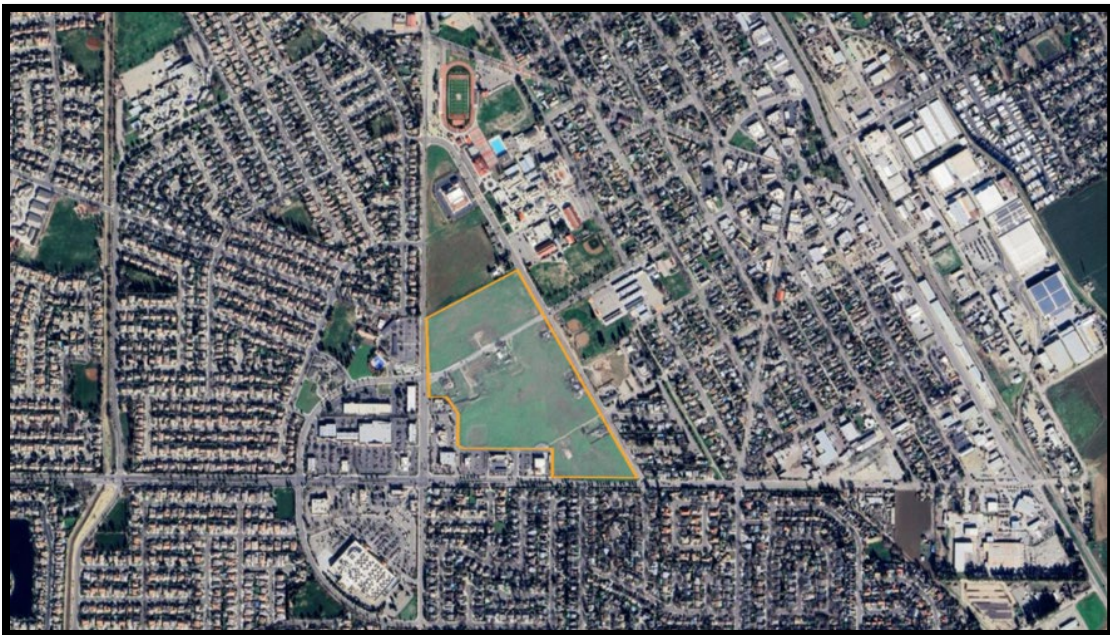
# **REQUEST FOR QUALIFICATIONS**

***FROM PROSPECTIVE ARCHITECTS***

***FOR***

***MASTER PLANNING SERVICES***

**March 25, 2025**



**Del Puerto Health Care District  
Healthcare and Mixed-Use Campus Master Plan**

**Statement of Qualifications Submission Deadline:  
Monday, April 14, 2025, 4:00 pm (Pacific)**



## **REQUEST FOR QUALIFICATIONS:**

### **PROFESSIONAL ARCHITECTURAL SERVICES for the DPHCD Healthcare and Mixed-Use Campus Master Plan**

The Del Puerto Health Care District ("District" or "DPHCD"), a local government agency organized under California Health & Safety Code sections 32000, *et seq.*, invites qualified firms and entities to submit statements of qualifications to provide architectural and associated design and planning-related services for the development of the Master Plan for the District's 37.5-acre Healthcare and Mixed-Use Campus. Requested services will include architectural programming and associated design, engineering, planning, and feasibility services necessary to create a cohesive healthcare campus that accommodates the current and future anticipated healthcare service needs of the communities served through the District. The Healthcare and Mixed-Use Campus Master Plan must seamlessly integrate multiple anticipated components within the development, including patient-centered healthcare, senior living, and support facilities, to ensure functional flow, accessibility, and an environment conducive to healing and well-being.

This Request for Qualifications ("RFQ"), and any addenda, maybe accessed on the District's website at: <https://www.dphealth.org/rfq-master-planning-services>.

If your firm is interested and qualified, please submit a statement of qualifications in accordance with the RFQ submittal requirements. This RFQ is not a formal request for proposals nor an offer by the District to contract with any firm or entity providing a submission in response to this RFQ. All materials submitted to the District in response to this RFQ will remain the property of the District. All costs incurred in the preparation of any statement of qualification or response to this RFQ shall be borne by the Respondent.

**Qualifications must be received no later than 4:00 PM (Pacific) on April 14, 2025.**

Questions regarding the content of this RFQ must be made in writing and directed via e-mail to:

Karin Freese, Ph.D., Chief Executive Officer, [karin.freese@dphealth.org](mailto:karin.freese@dphealth.org); AND

Bob Walker, Owner's Consultant, [bwalker@walkerus.com](mailto:bwalker@walkerus.com)

The District will accept questions or requests for clarifications via e-mail until 4:00 PM (Pacific) on April 4, 2025. Should the District elect, in its discretion, to provide a response to any question or request for clarification timely received, the District will provide such response through an addendum that shall become a part of this RFQ. The District has no obligation to respond to any questions or request for clarification regarding the content of this RFQ. Questions or request for clarification will not be answered that would tend to constitute an evaluation of a response being prepared or that might give an unfair advantage to a potential Respondent.

Proposers are responsible for monitoring the District website for addenda and other relevant new information prior to the submission deadline. The District is not responsible for the failure of any prospective proposer to receive or consider any such addenda.

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## **INTRODUCTION**

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The District is a public, tax and service fee supported Special District authorized under Section 32000 *et seq.* of the California Health & Safety Code. The District operates an Advanced Life Support ambulance service (the Patterson District Ambulance), a federally certified Rural Health Clinic (the Del Puerto Health Center), and provides community health education. The District's mission is to *provide, promote, and partner in quality health care for all*. Governance and financial oversight is provided by a locally elected five-member Board of Directors. More information concerning the District may be found through the District's website: <https://www.dphealth.org/>.

The District serves a population in excess of 33,000 full-time residents within the municipalities of Patterson, Westley, Grayson, Vernalis, and Crows Landing, we well as outlying agriculture and recreation areas from the San Joaquin River west to the Santa Clara County line and from the northern Stanislaus County border to Crows Landing. The District administrative office and EMS operations are located in central Patterson (875 E Street), which lies 22 miles west of the county seat in Modesto.

## **DPHCD DUE DILIGENCE TEAM**

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In addition to the District's leadership team, the District has assembled a team of consultants to assist with the due diligence process to address real estate, entitlement issues, legal matters, communications/public relations, infrastructure needs, traffic planning, and environmental requirements. Respondent is expected to work collaboratively and cooperatively with the District's leadership team and consultants.

## **MASTER PLAN OBJECTIVES**

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The Master Plan should also consider and address the following intended objectives:

- Develop a comprehensive, flexible master plan to sustain and evolve for 50 years.
- Create a “big-picture” solution that the community will rally around and be financially viable.
- Create logical efficiencies and referral opportunities between the various healthcare uses. Prioritize patient and staff flow between buildings, minimizing travel time and facilitating ease of movement for both medical personnel and patients.
- Focus on flexibility for accommodating future healthcare industry and technology evolutions.
- Design pathways, utility corridors, and layouts that accommodate potential expansions without significant rework.
- Integration of healthcare and mixed-use to blend with the city fabric and context.
- Develop sustainable campus and building guidelines.
- Have the master plan reinforce the District's vision as a key marketing advantage.
- Define the master plan capital needs and timeline projections.
- Implement a Work Plan that allows the Del Puerto Ambulance and Administration Center (DPAC) and Community Mental Health Clinic to start planning in mid-2025.

- Foster a collaborative and consensus-driven process with the master planning team and stakeholders.
- Provide accessible and ADA-compliant design throughout the campus to support individuals with varying mobility needs.

## **MINIMUM FIRM QUALIFICATIONS**

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Firms shall meet the following minimum qualifications:

1. Be licensed to practice architecture and any and all other relevant design services in the State of California.
2. Demonstrate familiarity and knowledge of the Project area and region.
3. Be familiar with all applicable local, state, and federal codes and regulations.
4. Have relevant project experience within the past ten years with healthcare facility planning of ambulatory care, acute care, senior care, behavioral care, and commercial/mixed-use facilities.
5. Have strong experience in the master planning of healthcare and mixed-use developments.
6. Provide a seasoned project team that is available and capable of performing the services required.
7. Understand the District's intent, goals, and objectives.
8. Demonstrate success working with clients and consultants.

## **EVALUATION AND SELECTION PROCESS**

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Key personnel and sub-consultants identified in Respondent's RFQ submittal shall not be changed during the RFQ solicitation and procurement process (and if Respondent is awarded the Contract, for the duration of the work). If extraordinary circumstances require such a change, Respondent shall immediately submit a change request in writing to the District, which will then determine, in its sole discretion, whether to authorize a change. Unauthorized changes to Respondent at any time during the procurement process may result in the disqualification of Respondent from further consideration. The decision of the District on such change request is final and is not subject to protest.

If the District elects to proceed with the Scope of Services as identified through this RFQ, the District will attempt to negotiate a Contract with the Respondent with the highest combined final score to be determined after the District completes interviews of Respondents that are "short-listed" based on the District's review of the RFQ submissions. If the District is unable to successfully negotiate a Contract with such Respondent, the District may, at its sole discretion, and in addition to implementing any other procedures as allowed under applicable laws, enter into negotiations with the next highest ranked Respondent; and thereafter, move down the list of Respondents in order of scoring until a Contract can be negotiated. Upon selection of a qualified Respondent and completion of successful Contract negotiations, the Contract will be presented to the Board for authorization to award the Contract. The District reserves the right to decline awarding a Contract to any of the Respondents.

Selection Criteria		Raw Score (1-Least, 3-Moderate, 5 Most)	Weight	Points
1.	Relevant healthcare and master planning experience		25%	
2.	Proposed team (roles/responsibilities, engagement with process)		25%	
3.	Work plan (leadership approach, staffing, process, timeframe)		20%	
4.	California Department of Public Health's Center for Health Care Quality (CHCQ) experience		10%	
5.	Sustainability expertise		10%	
6.	Professional Fee		10%	
		<b>TOTAL SCORE</b>	<b>100%</b>	

## **ARCHITECTURAL SCOPE OF SERVICES: Healthcare and Mixed-Use Master Planning**

### **Overview**

This section is intended to describe the comprehensive master planning services that will be required by the District for the healthcare and mixed-use aspects of the development, which will serve the community for a 50-year planning horizon.

The total site is a 37.5-acre tract in the heart of Patterson, California. The proposed healthcare and mixed-use tracts will include 1) an ambulance and administration center (DPAC), 2) an ambulatory community mental health clinic, 3) a rural health clinic, 4) a senior care continuum of independent, assisted, memory and skilled nursing care, 5) an ambulatory care center/medical office, 6) a community-based inpatient hospital and 7) mixed-use consisting of residential, retail and office.

The level of definition of the program used for the healthcare campus currently has greater characterization than the definition of the mixed-use areas of the development.

### **Scope of Services**

#### **A. Discovery and Analysis Phase**

1. Schedule a Kick-Off Meeting with DPHCD leadership and the District's due diligence team.
2. Review and discuss DPHCD's project vision and mission statements. Assist leadership in refining these statements to foster proper alignment between the District's objectives and the comprehensive master planning initiative. Create metrics to evaluate and compare options.
3. Become familiar with the existing site, neighborhood context, existing infrastructure, traffic patterns, nearby property uses, and the historical context of the city.
4. Review of short-term and long-term campus development objectives.
5. Evaluation of the existing conceptual master plan.
6. Provide input of other potential uses not currently under consideration that would further enhance the value and benefits to the community.
7. Conceptualize broad planning concepts that would create cohesiveness within and around the campus.

8. Evaluate and make recommendations for the possible repurposing of the existing ambulance and administration center/property.
9. Gather existing data and information from the District, the District's consultants and the City of Patterson (e.g., preliminary building programs, entitlement data, surveys, soil investigations, environmental data/reports, traffic data, city zoning and code requirements, existing infrastructure, etc.).
10. Research and understand the city and other regulatory agencies requirements and relevant impact on the master planning process.
11. Develop a Work Plan/Schedule for master planning services, including strategic deadlines/milestones, required decisions, and work product outcomes.
12. Review and collaborate with the District on refining the proposed Master Planning Objectives.
13. Assist the District in preparing for and attending meetings with the city, the public, government agencies, potential development partners and DPHCD leadership.
14. Evaluate the existing city infrastructure and currently proposed infrastructure projects to properly serve the programs defined in the master plan.
15. The space programs for the ambulance and administration center (DPAC), community mental health clinic, and the rural health clinic have been prepared and approved by the District. The medical office due diligence regarding physician mix and identification of any general/specialty practices have not been defined, so the medical office building size is only speculative at this time. The proposed community inpatient facility is currently defined as a 25-bed critical access hospital, but no regulatory, market, nor financial assessment has been prepared to date.
16. The mixed-use development (i.e., residential, retail, and office) currently shown on the 10 - and 27.5 - acre tracts has not been vetted through a market nor financial assessment. DPHCD may engage a private developer to provide preliminary guidance and direction on these programs. Any additional expertise that the Respondent can offer will also be beneficial.
17. Option for Senior Care Market Assessment – Please provide an option in your proposal to prepare a market assessment of the senior care needs to serve the community based on demographic data, the market capture area, competition, facility sizing, and projected growth of the various senior care components (e.g., independent, assisted, memory, skilled nursing), with projected timelines needed to serve the market and recommendations. DPHCD may also engage an area senior care operator/developer in the planning discussions.

## **B. Options Development Phase**

1. Develop multiple master plan concept options for review by the key stakeholders.
2. Prepare for and organize multiple public planning workshops and/or town hall meetings to gather input and incorporate feedback.
3. Perform a disciplined and measured evaluation of all options against the Objectives.
4. Prepare a preliminary capital expenditure plan and preliminary phasing project implementation schedule for the preferred options.



5. Prepare for and organize presentations to demonstrate progress, receive feedback, and build consensus with stakeholders and District leadership.
6. Develop conceptual architectural design campus standards to meet the District's objectives and all regulatory requirements.
7. Create and document sustainability guidelines for the campus to meet the District's objectives and federal/state regulatory requirements.

#### **C. Final Master Plan Recommendations**

1. Refine and further delineate the preferred master plan option and phasing implementation strategies.
2. Prepare a comprehensive "built-out" master plan and incremental phased plans showing the development of the campus plan over the long-term evolution of the campus.
3. Prepare a written narrative that provides a thorough description of how the master plan will best serve the communities' healthcare needs, aligns with the District's vision and objectives, demonstrates integration with the community, proposes phasing of the development, sustainability features, reveals flexibility based on market changes and needs, and exhibits other benefits to the community. Incorporate relevant data from the District's other consultants into the final written narrative.
4. Prepare updated cost estimates, capital expenditure projections, projected cash flow and a phasing schedule for the proposed uses and associated infrastructure.
5. Prepare the submittal package requirements as per the City of Patterson's master planning submittal requirements
6. Provide an electronic and bound booklet summary of the master planning development process showing criteria, objectives, options, photos of the stakeholder engagement, and other information that will properly document the process.
7. Prepare final presentation drawings of the preferred master plan and associated renderings for presentations to be used for presentations and media releases.
8. Prepare for and provide final presentations to the community stakeholders, including the public, government officials, potential development partners, DPHCD leadership, and other interested parties.

#### **D. Bridging Documents for Architectural and Site Plan Review Application to City**

1. DPHCD intends to apply for an architectural and site plan review for the Ambulance and Administration Center (DPAC) and the Community Mental Health Clinic before the City fully approves the master plan. The District provides a space program and schematic design level plans for the DPAC for reference in Attachment E. The District provides a space program for the Community Mental Health Clinic for reference in Attachment F. Respondent will be responsible for reviewing and refining the space programs and preparing schematic design level (bridging) documents for these two buildings, including the following requirements for the City application:
  - Preliminary site plan



- Preliminary floor plan
- Preliminary building elevations
- Preliminary landscape/hardscape plan
- Preliminary site utility plan
- Exterior renderings
- Written narratives for building exterior materials and finishes, building systems (structural/mechanical/electrical/plumbing/life safety), and sustainability features

## **RFQ SCHEDULE**

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Tuesday, March 25 ..... DPHCD posts RFQ and associated information on website

Monday, March 31 ..... Deadline for Respondents to provide written Confirmation of Interest (email to [karin.freese@dphealth.org](mailto:karin.freese@dphealth.org) and [bwalker@walkerus.com](mailto:bwalker@walkerus.com))

Friday, April 4..... Deadline for Respondents to submit written questions (email to [karin.freese@dphealth.org](mailto:karin.freese@dphealth.org) and [bwalker@walkerus.com](mailto:bwalker@walkerus.com))

Monday, April 14 ..... RFP proposals due electronically, plus one hard copy of the proposal and a separate sealed envelope for fee schedule by 4:00 PM

April 18 ..... “Short-listed” Respondent(s) notified

April 25 & 28 ..... Interviews of “short-listed” Respondents

May 1-16..... Negotiation(s) with selected Respondents(s)

**May 19..... Recommendation to Board, Notice of Award of Contract**

## **RFQ SUBMITTAL REQUIREMENTS**

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1. **General Guidelines.** Respondent’s proposal shall be concise, well organized and clearly demonstrate the Respondent’s qualifications. The format is as follows:
  - 1.1 Submit one bound paper copy along with a separately sealed envelope which includes a fee proposal to the attention of Dr. Karin Freese, CEO, Del Puerto Health Care District. Also email a pdf version of the proposal to Dr. Karin Freese ([karin.freese@dphealth.org](mailto:karin.freese@dphealth.org)) and Mr. Robert Walker ([bwalker@walkerus.com](mailto:bwalker@walkerus.com)).
  - 1.2 Include the RFQ Title: “DPHCD Campus Master Plan” on each page in header or footer. Include name of Respondent on each page in header or footer. Consecutively number each page. Format print and electronic files for portrait orientation, 8 ½” x 11” size document.
2. **Cover Letter.** Include a dated Cover Letter indicating the legal name of the Respondent(s), address, telephone, emails, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of Respondent. The Cover Letter should provide a brief statement of Respondent’s experience and unique background and qualities, its key personnel, and any subconsultants proposed for the Services.

3. **Table of Contents.** Following the Cover Letter, a table of contents of the material contained in the proposal.
4. **Respondent's Background.** Provide a comprehensive description of the Services offered by Respondent which should include a) brief history of Respondent, b) if the proposal includes multiple entities, a description of the professional services that each participating entity will provide, c) define Respondent's legal form of ownership, d) senior officers of the Respondent, and e) proof of current and valid California professional architectural license.
5. **Relevant Experience.** Identify and describe five (5) relevant master planning projects performed in the past ten (10) years by Respondent that include diverse healthcare facility needs similar to DPHCD's healthcare and mixed-use developments. Please identify those proposed team members who served on these projects. If Respondent does not have five (5) relevant projects, identify projects for consideration, but identifying less than five (5) relevant projects may impact scoring.
6. **Project Team.** Include resumes of key project team personnel that will be performing the Services. Define the role and responsibilities of each person and outline their relevant experience. Indicate personnel who will serve as primary contact(s). Indicate staff's availability and commitment to serving on this project. Provide three professional references for each identified key project team member.
7. **Work Plan.** Provide a Work Plan/Schedule which describes Respondent's master planning approach and how Respondent intends to work with the District to perform the Services. Please include proposed timelines, milestones and key decision points.
8. **CHCQ Experience.** Please provide a brief description of Respondent's experience and expertise with CHCQ standards and applicability to the DPHCD master planning and bridging documents.
9. **Sustainability Experience.** Please provide a brief description of Respondent's experience and expertise in preparing sustainability standards and guidelines and the applicability to the DPHCD master planning and bridging documents.
10. **Financial.** Provide audited or reviewed financial statements as issued by Respondent's CPA or auditor for the current year (if available) and prior 2 years.
11. **Claims.** Provide a statement of all outstanding claims filed (including any litigation, arbitration, or pre-dispute ADR) by or against Respondent in the past five (5) years, indicating the nature of the claim(s) and the resolution, if any.
12. **Insurance.** Confirm that Respondent complies with the insurance requirements defined in Attachment C, Professional Services Agreement.
13. **Exceptions to the Professional Services Agreement.** Provide any exceptions or proposed changes to the Professional Services Agreement. Any exceptions or proposed changes must be specific and not general in nature. Any exceptions or proposed changes that are general in nature shall be considered as your general acceptance of the Agreement.
14. **Fees and Compensation.**
  - 14.1 Provide separate BASE professional not to exceed hourly fees for the following

- a) the master planning of the 27.5-acre healthcare campus tract,
  - b) the master planning of the 10-acre mixed-use tract,
  - c) the preparation of the bridging documents for the DPAC, and
  - d) the preparation of the bridging documents for the Community Mental Health Clinic.
- 14.2 Please provide an ALTERNATE professional fee to perform a market assessment and preliminary space programs for the senior care project uses (i.e., independent, assisted, memory, skilled nursing)
- 14.3 Identify reimbursable expense categories and an estimated allowance for reimbursable expenses.
- 14.4 Provide Respondent's current hourly billing rates.
- 14.5 Identify any other fees, costs, or expenses not included above that Respondent would be seeking compensation.
- 14.6 **Respondent's proposed BASE and ALTERNATE professional fees and a reimbursable expense allowance shall be submitted in a separate sealed envelope with Respondent's name clearly shown on the envelope. The proposed fees will be considered for their completeness and competitiveness after the short-listed firms have been ranked.**
15. **Modification to RFQ Submission.** Any modification, amendment, addition, or alteration to any RFQ submission or response must be presented in writing, executed by an authorized person or persons, and submitted prior to the deadline for submission. An individual who is authorized to bind Respondent contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds in the firm. An unsigned modification amendment, addition, or alteration may be rejected as non-responsive. NO AMENDMENTS, ADDITIONS, OR ALTERATIONS WILL BE ACCEPTED AFTER THE TIME AND DATE SPECIFIED AS THE SUBMITTAL DEADLINE UNLESS REQUESTED BY THE DISTRICT. At any time before the RFQ submission due date, a designated representative of Respondent may withdraw the response provided that such person provides acceptable proof of his or her identity and such request is made in writing.

#### **DISTRICT FURNISHED DOCUMENTS**

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Attachment A – Updated Facility Needs Assessment prepared by Wipfli LLP, November 8, 2024

Attachment B – DPHCD Health Care Master Plan prepared by LDA partners, February 3, 2025

Attachment C – Template Professional Services Agreement

Attachment D – DPHCD Conflict of Interest Policy

Attachment E – DPAC Program

Attachment F – Community Mental Health Clinic Space Program

## **GENERAL CONDITIONS AND RIGHTS OF THE DISTRICT**

1. By submitting an RFQ response, Respondent represents and warrants that:
  - 1.1 The information provided is true, correct, and accurate; neither collusive, nor made in the interest or in behalf of any party not therein named; and that the Respondent has not directly or indirectly induced or solicited any other respondent to put in a “sham” proposal, or any other Respondent to refrain from presenting information and that Respondent has not in any manner sought by collusion to secure an advantage.
  - 1.2 Respondent has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of an exclusive operating area, to any employee, official, or existing contracting consultant of the District.
  - 1.3 Respondent has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed and the requirements of the District.
2. All responses become the property of the District. The District reserves the right to reject any and all submittals and/or to disqualify any proposer; to request clarification of information submitted; to request additional information from Respondent or any third party; and to waive any irregularity in the submission and/or RFQ review process. None of the materials submitted will be returned to the Respondent unless they are not submitted by the submittal deadline.
3. Responses will become a public record and available for release to the public upon opening of the RFQ submissions in accordance with the California Public Records Act (“Public Records Act”). The inclusion of potentially proprietary, trade secret, or other confidential information by Respondent in its RFQ response shall be at Respondent’s own risk. If such information is included, Respondent must clearly identify the specific materials and/or documents as confidential, proprietary, or trade secret within the RFQ response, such as the fee proposal. The District will consider information so identified as a request to withhold it, but the District may nonetheless release, redact and/or withhold such information in its sole discretion. If the District redacts or withholds such information, Respondent shall fully indemnify and hold harmless the District, and defend, at its own expense, the District in any legal actions or challenges seeking to obtain the redacted or withheld information from the District, including any action arising under the Public Records Act. Nothing in this RFQ creates any obligation for the District to notify Respondent or obtain Respondent’s approval or consent before releasing information subject to disclosure under the Public Records Act. Submitting a response to this RFQ shall constitute Respondent’s express acknowledgement and acceptance of these provisions regarding the Public Records Act.
4. The District reserves the right to award a Contract without further competition based on the responses received to this RFQ. The District reserves the right to request additional information not included in this RFQ from any or all Respondents, including after date that RFQ submissions are made. The District reserves the right to contact references provided and not provided in any RFQ submission.
5. The District reserves the right to incorporate its standard language into any Contract resulting from this RFQ. The District’s Professional Services Agreement (PSA) template is included as Attachment C for reference only, and the District may elect to revise or modify the terms of the PSA before awarding the Contract. All proposed comments, edits, exceptions, or revisions to the District’s PSA template on behalf of Respondent must be included with Respondent’s RFQ

submission, and the failure of Respondent to identify all specific proposed comments, edits, or revisions in its RFQ submission shall be deemed a waiver of the same.

6. The District reserves the right to reject any and all responses or any part of a response if it is determined it is not in the District's best interest. The District reserves the right to reject the response of any Respondent that previously failed to perform properly, or complete on time, contracts or services of a similar nature, or to reject the response of a Respondent that fails to demonstrate to the sole satisfaction of the District that Respondent will perform the Contract satisfactorily. The District may reject the response of any Respondent that is in default of the payment of taxes, or other monies due to a governmental authority.
7. An individual authorized to bind Respondent contractually must sign the RFQ submission. The signature must indicate the title or position that the individual holds with the firm or entity. An unsigned response may be rejected as non-responsive.
8. Respondent understands and agrees that the District shall have no financial responsibility for any costs incurred by Respondent in preparing and submitting its response to this RFQ, and District shall not be liable to any Respondent for costs attributed to its own study and investigation or the preparation of any required item or information described in the RFQ.
9. The issuance of this RFQ constitutes only an invitation to present qualifications. This RFQ is not a tender or an offer nor a request for proposals, and there is no intention by the District to make an offer by issuing this RFQ. The rights reserved by District, which shall be exercised in its sole and absolute discretion, include without limitation, the following:
  - 9.1 Determine whether to issue a Contract for the scope of services identified in the RFQ.
  - 9.2 Reject any or all RFQ submissions.
  - 9.3 Appoint the selection and evaluation personnel to review RFQ submissions and/or to seek the assistance of outside technical experts in the evaluation of any RFQ submissions.
  - 9.4 Extend the deadline for RFQ submissions.
  - 9.5 Request clarification(s) as to and RFQ submissions.
  - 9.6 Waive any defect or technicality in any RFQ submission received when in the best interests of the District.
  - 9.7 Disqualify any Respondent that submits an incomplete or inadequate RFQ submission or is not responsive to the requirements of this RFQ.
  - 9.8 Supplement, amend, or otherwise modify this RFQ prior to the date of submission of RFQ submissions, including extending the due date for RFQ submissions.
  - 9.9 Make changes to the schedule of events associated with the procurement process.
  - 9.10 Cancel this RFQ, in whole or in part, with or without substitution of another RFQ, including but not limited to selection schedule, selection procedures, submittal date, and/or submittal requirements, if determined to be in the best interest of the District.
  - 9.11 Take any other action deemed to be in the best interests of the District. The foregoing reserved rights are in addition to and shall not serve to limit any of the specific rights and conditions set forth in this RFQ, or otherwise available to the District under applicable laws.

## **INSURANCE REQUIREMENTS**

Respondent's RFQ submission shall provide evidence that Respondent meets all liability and errors and omission insurance requirements of the District as set forth in Attachment C (Professional Services Agreement).

## **PROTEST PROCEDURES**

1. Any protest must be in writing and received by the District by \_Friday, April 25 at 4:00 PM (Pacific). Written protests shall be delivered via hand delivery or e-mail as follows:

Dr. Karin Freese, Chief Executive Officer  
Del Puerto Health Care District  
875 E Street  
Patterson, CA 95363

E-Mail: [karin.freese@dphealth.org](mailto:karin.freese@dphealth.org)

2. Only a Respondent that actually submitted a timely RFQ submission is eligible to submit a written protest against another Respondent. Subcontractors, sub-consultants, and/or members of the public are not eligible to submit a protest. A Respondent may not rely on the protest submitted by another Respondent but must timely pursue its own protest.
3. The protest must be identified as a "RFQ Protest" in the subject line or title of the document, and the protest must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the RFQ Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the RFQ and/or RFQ submission upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting Respondent.
4. A copy of the protest and all supporting documents must also be provided by the protesting party via e-mail or hand delivery, by or before the RFQ Protest Deadline, to the protested Respondent(s) and any other Respondent that has a reasonable prospect of receiving an award depending upon the outcome of the protest. Evidence that the protesting Respondent has complied with this requirement shall be provided at the time the protest is submitted to the District.
5. If requested by the District, the protested Respondent(s) may submit a written response to the protest, provided the response is received by the District within five (5) working days after the RFQ Protest Deadline or after receipt of the protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation, and any materials submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested Respondent. Notwithstanding anything to the contrary in this RFQ, the District shall not be required to provide a written response or determination to any protest, and the District expressly reserves all rights to take any action or make any decision or determination (including, without limitation, allowing or denying the protest, rejecting all RFQ submissions, re-issuing the RFQ, or awarding the Contract), at any time, regardless as to whether the District has requested the protested bidder to submit a response to a protest, or whether any such response on behalf of the protested Respondent has been timely submitted.
6. The procedure and time limits set forth herein are mandatory and are the Respondent's sole and exclusive remedy. Respondent's failure to comply with these procedures shall constitute

a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of any legal proceedings. The submission of a protest shall not preclude the District from rejecting any or all RFQ submissions.

## **CONFLICT OF INTEREST**

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Respondent is responsible for determining whether its participation or the participation of other sub-consultants constitutes a conflict of interest or a potential conflict of interest pursuant to applicable laws, including, without limitation, California Government Code sections 1090 and 87100 *et seq.* The District has adopted a conflict of interest policy, which is provided as RFQ Attachment D, and which shall apply to this RFQ. Respondent represents and warrants that it has investigated and managed any potential conflict of interest as part of considering whether to submit an RFQ submission, and when assembling its project/design team. The existence, or potential existence, of any such conflict of interest is a basis for the District to disqualify a Respondent's participation in this RFQ process. By submitting an RFQ submission, Respondent acknowledges that it may be precluded from participating as a member of any design-build entity or team involved in the construction of some or all aspects of the Healthcare and Mixed-Use Campus facilities.

By submitting an RFQ submission, Respondent agrees that, if an organizational conflict of interest is thereafter discovered, Respondent must make an immediate and full written disclosure to the District that includes a description of the conflict and the action that Respondent has taken or proposes to take to avoid or mitigate such conflict(s). If an organizational conflict of interest that Respondent knew, or should have known about, but failed to disclose is determined to exist during the procurement process, the District may, at its sole discretion, disqualify Respondent at any time. If an organizational conflict of interest that Respondent knew, or should have known about, but failed to disclose exists and Respondent has entered into the Contract, the District may, at its sole discretion, terminate the Contract at any time. In all instances, the District reserves all legal rights and remedies. Respondents are also aware that the District's conflict of interest policy is intended to supplement applicable state law. Such applicable law will also apply to Respondent and its sub-consultants, and may preclude certain firms and their entities from participating in the RFQ process.

**~End of Document~**



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# ATTACHMENT A

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November 8, 2024

# PERSPECTIVE

**CHANGES EVERYTHING.**

Facility sizing and cost analysis – Updated November 8, 2024

Presented to: Del Puerto Health Care District

**WIPFLI**

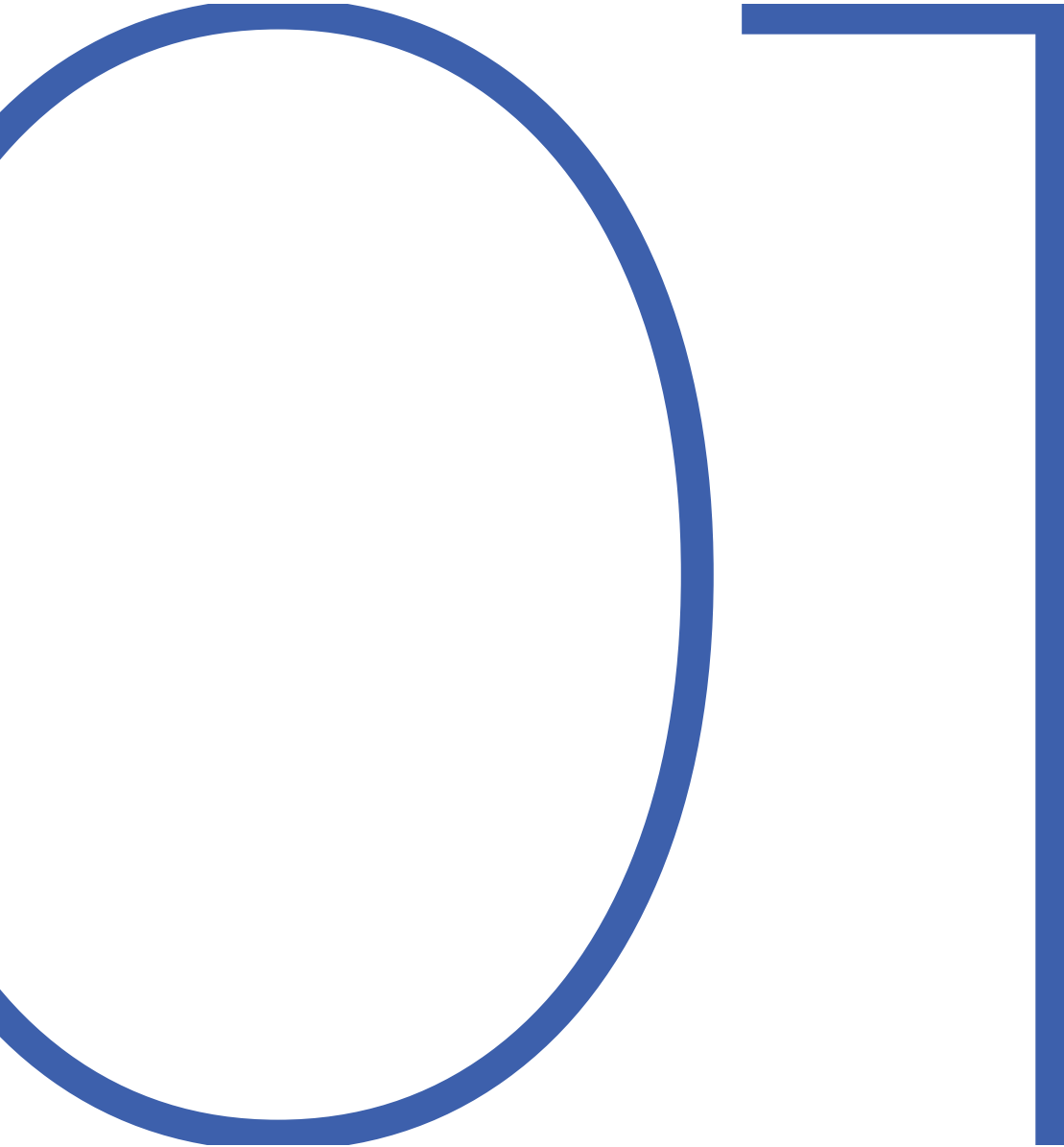
## Overview

Service area demographics and market trends **01**

Provider need assessment **02**

Facility sizing analysis **03**

Cost estimates **04**



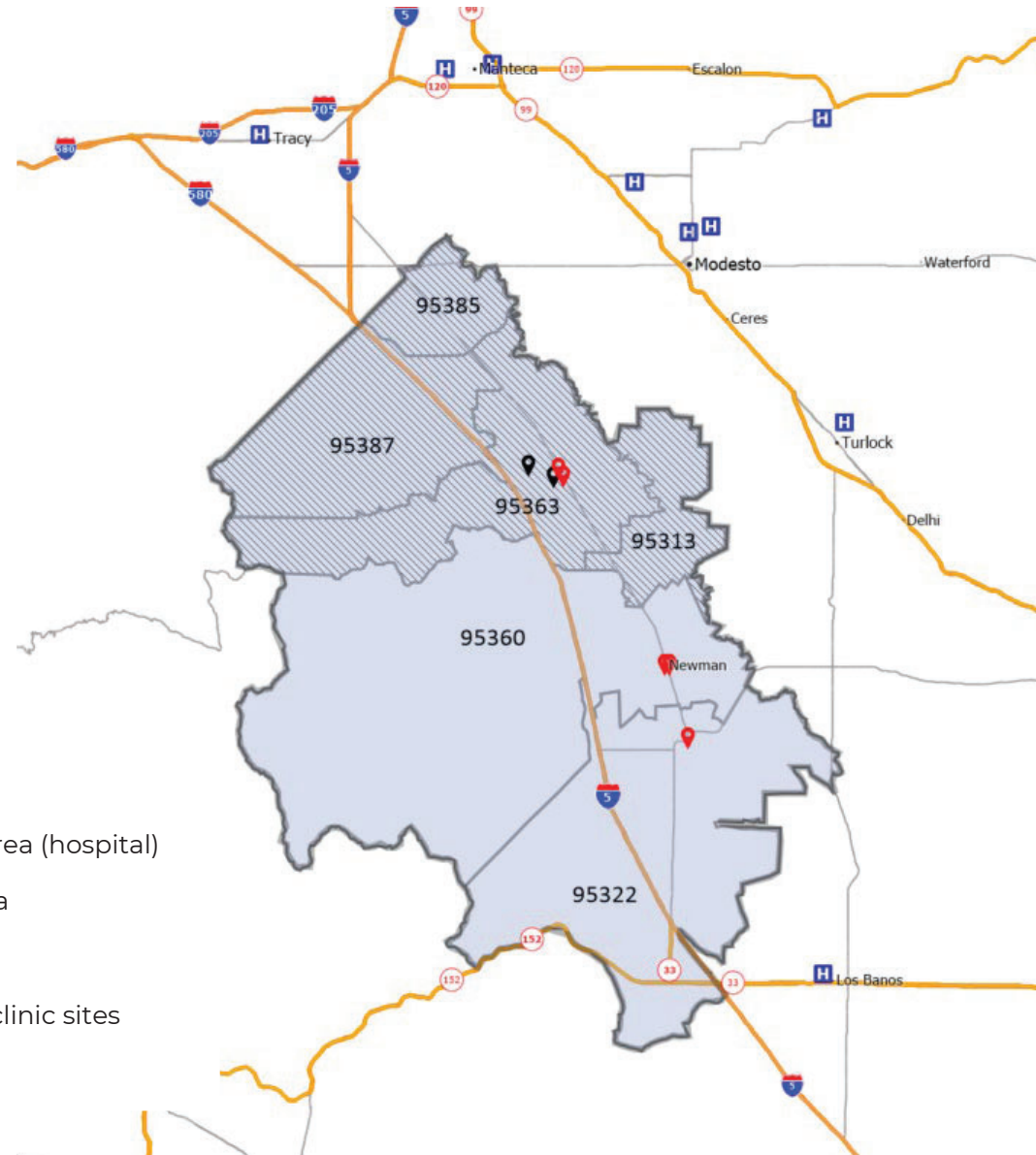
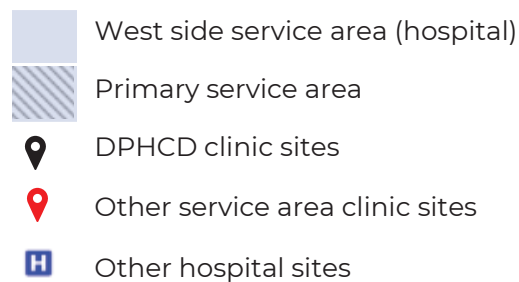
**Service area  
demographics and  
market trends**

## Del Puerto Health Care District (“DPHCD”) and west side service area definition

Service area consists of western Stanislaus County, as well as the communities of Newman and Gustine

- Geographically proximal to larger cities of Turlock and Modesto, California in eastern Stanislaus County

## Legend

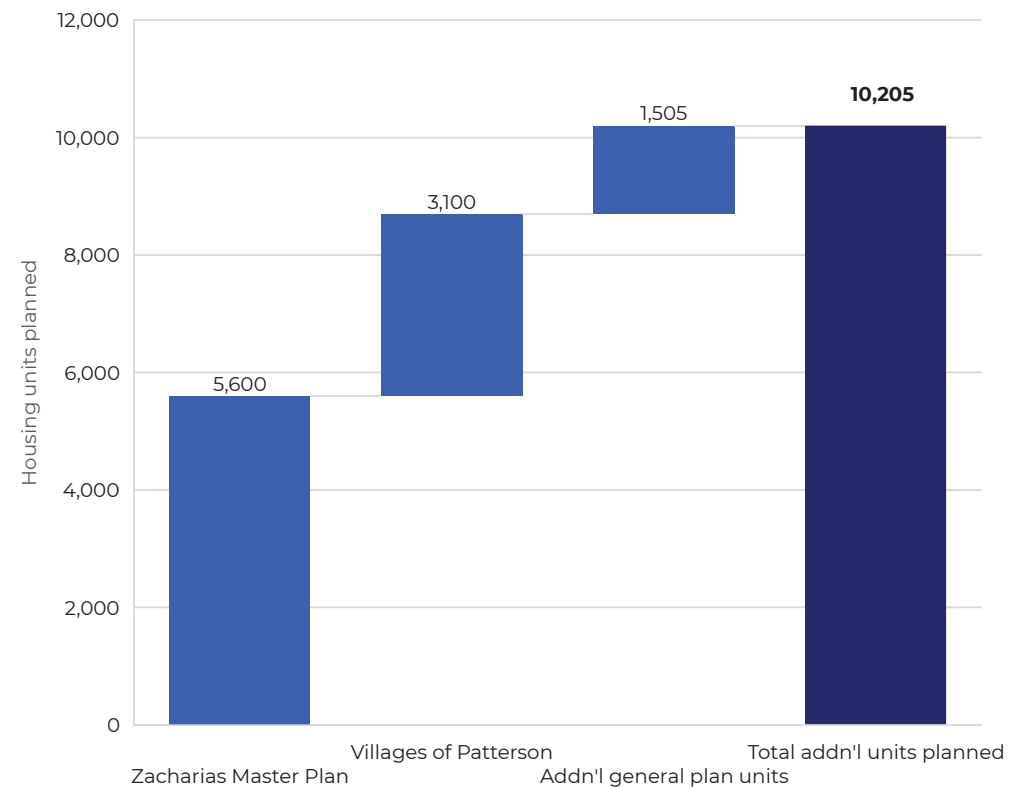


## Expansion of Patterson's industrial and economic base has result in growth the demand for residential housing

Multiple projects underway that, when completed, will significantly expand housing capacity in the City of Patterson

- Increase in accessible housing will similarly drive a corresponding increase in population and demand for other services that residents largely travel for today, including **healthcare**

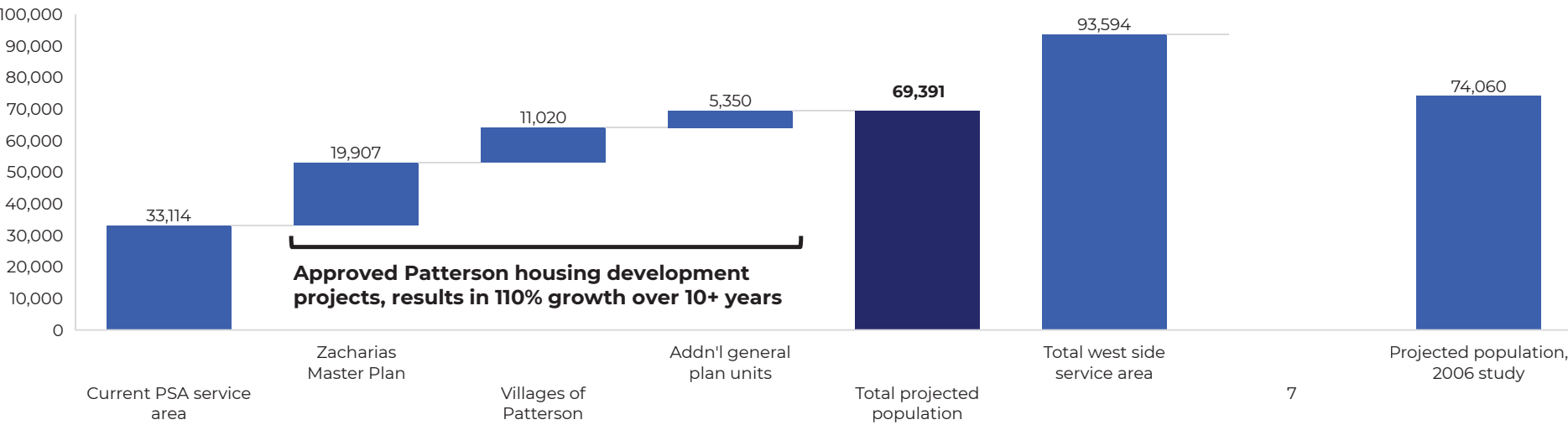
## Proposed housing development projects in the City of Patterson's market and retail trade area



**Results from the 2020 U.S. Census indicate the district serves a community of approximately 56,000 people; minimal future population growth projected by ESRI in absence of housing development projects**

Recent demographic and housing studies commissioned by the City of Patterson indicate that the district service area could grow by an additional 36,200+, resulting in a total PSA population of approximately 69,391 people (west side service area population of 93,594, 26% growth from population utilized in 2006 study)

**Impact of proposed housing development projects on service area population**

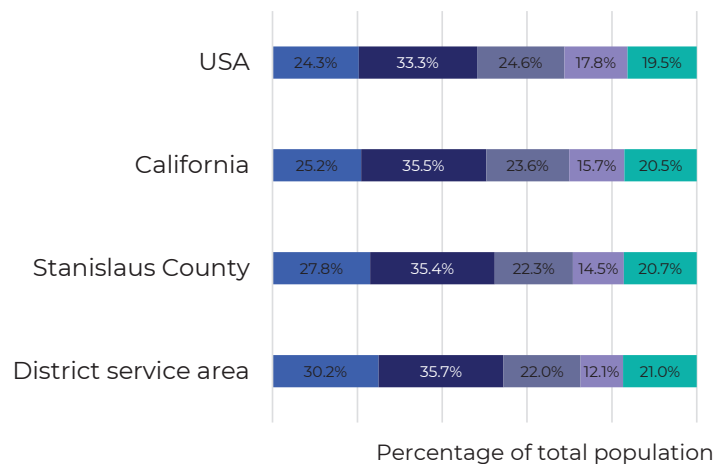




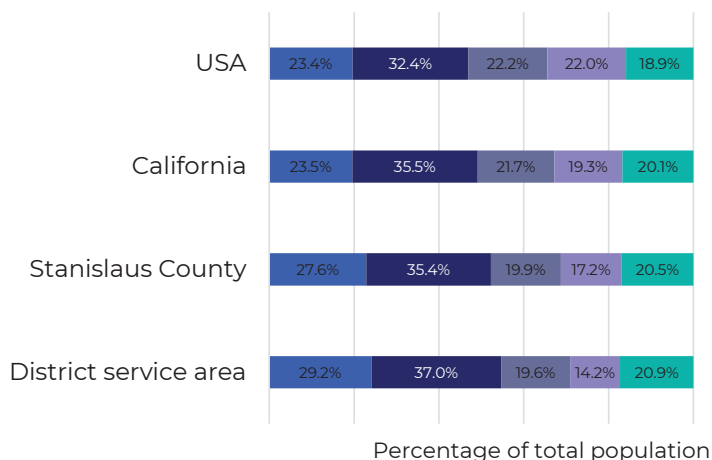
## The west side service area is projected to age over the next 10 years in absence of the housing development projects, with more people projected to enter the 65+ cohort

Overall younger composition of the district's service area will reduce "baseline" demand for healthcare services relative to state and national benchmarks

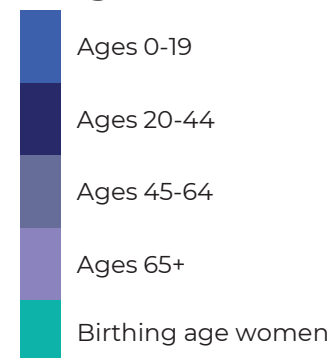
### Population by age cohort, 2023 estimate



### Population by age cohort, 2033 projection



#### Legend



Q2

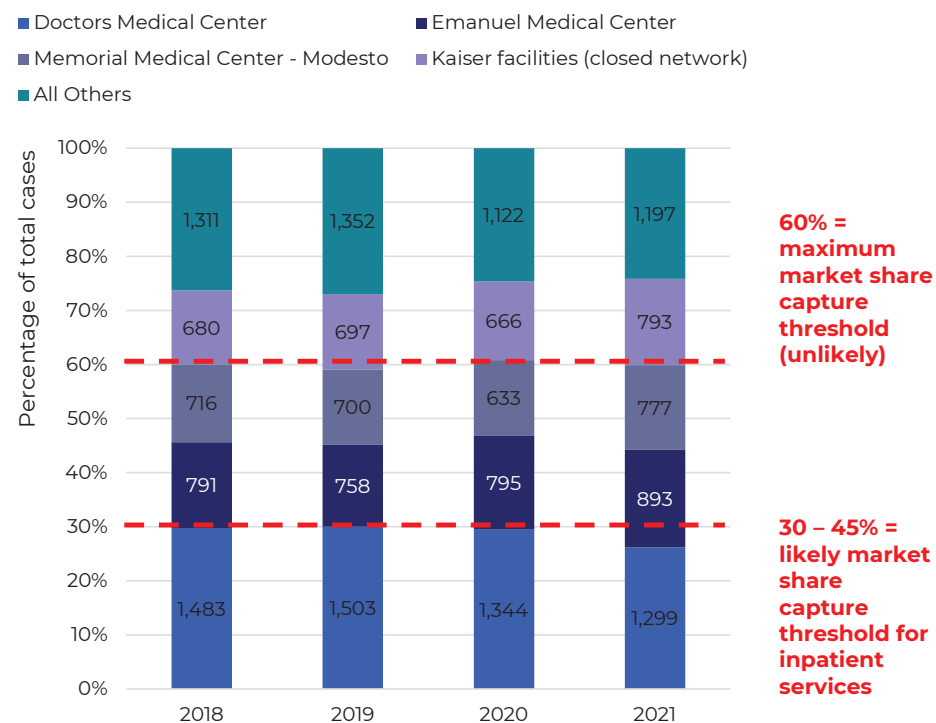
**Provider need  
assessment**

## Lack of healthcare services locally, particularly higher-level services, has resulted in 4,600+ inpatients needing to travel to for services annually

Over 70% of inpatients from the west side service area receive hospital services from facilities located in Turlock and/or Modesto, California

- Local healthcare infrastructure limited to DPHCD's clinics/EMS service and some independent provider groups, largely primary care
- Kaiser out-migration likely uncapturable unless DPHCD were to contract with Kaiser
- DPHCD leadership elected to plan to 30% inpatient market share, resulting in a need for approximately 25 beds**

## Inpatient discharge leakage from district service area patients

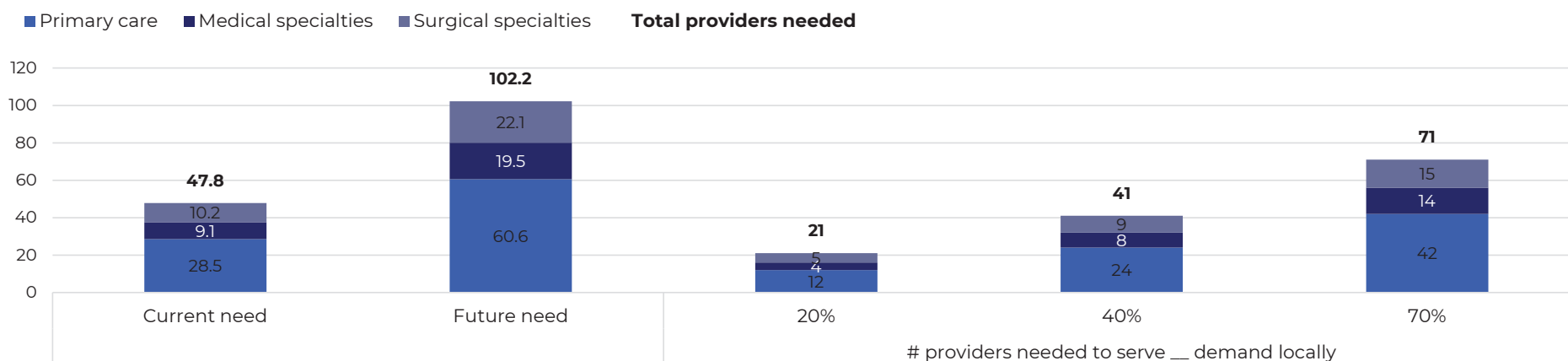


## Provider need for a future Medical Office Building and Behavioral Health Center was projected based on the future size and composition of the district's PSA

Hypothetical market share capture scenarios were developed based on benchmarks for discussion purposes to determine the impact of market share adjustments of provider need

- DPHCD leadership elected to plan to 70% market share for primary care, 20% for specialties = 51 total providers

### Projected provider need based on hypothetical percentage of demand serviced locally



10 Note: Need analysis reflects demand for providers across all settings of care, including inpatient, outpatient, private practice, and governmental settings.

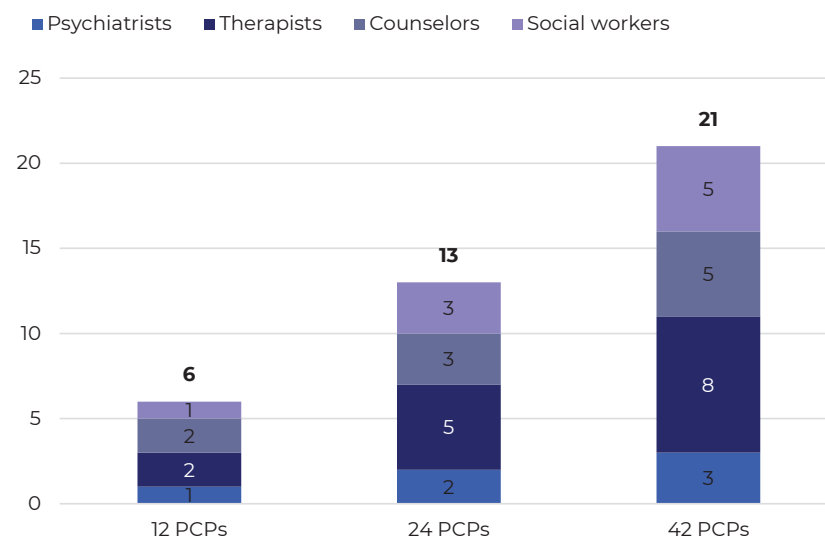
## Significant unmet need for behavioral health services exists in the district's service area; need for behavioral health providers projected based on comparable hospital benchmarks per primary care provider ("PCP")

Behavioral health centers tend to focus on outpatient services, including counseling, therapy (individual and group), social work, drug treatment, and/or intensive outpatient treatment; **DPHCD leadership elected to plan to highest growth scenario (21 providers)**

### Behavioral health provider need, in FTEs

	Current need	Future need
Psychiatrists	5.5	11.5
Therapists	16.7	34.9
Counselors	27.5	57.8
Social workers	27.1	56.8
<b>Total providers needed</b>	<b>76.8</b>	<b>161.0</b>

### Projected behavioral health provider need based on primary care provider supply



<sup>11</sup> Note: Need analysis reflects demand for providers across all settings of care, including inpatient, outpatient, private practice, and governmental settings.

## Behavioral health provider need by subspecialty, assuming 20% of PSA demand is supplied by DPHCD

### Current need (based on 2023 estimated population)

	Demand
<b>Psychiatrists and Related Staff</b>	
Psychiatrist (adult)	0.9
Psychiatrist (child / adolescent)	0.2
<b>Total</b>	<b>1.1</b>
<b>Psychologists/Therapists</b>	
Clinical, Counseling, and School Psychologists	2.1
Marriage and Family Therapists	1.3
<b>Total</b>	<b>3.3</b>
<b>Counselors/Social Workers</b>	
Addiction Counselors	2.2
Mental Health Counselors	3.3
Mental Health and Substance Abuse Social Workers	5.4
<b>Total</b>	<b>10.9</b>

### Projected need (including impact of housing development projects)

	Demand
<b>Psychiatrists and Related Staff</b>	
Psychiatrist (adult)	1.9
Psychiatrist (child / adolescent)	0.4
<b>Total</b>	<b>2.3</b>
<b>Psychologists/Therapists</b>	
Clinical, Counseling, and School Psychologists	4.4
Marriage and Family Therapists	2.6
<b>Total</b>	<b>7.0</b>
<b>Counselors/Social Workers</b>	
Addiction Counselors	2.4
Mental Health Counselors	6.8
Mental Health and Substance Abuse Social Workers	11.4
<b>Total</b>	<b>20.6</b>

## **Behavioral health provider definitions**

Demand counts generally reflect full-time equivalents (FTEs) that are eligible to work because they have the necessary training (detailed below) and, if required, an active license to work in each occupation. One FTE = 40 hours per week in professional activities, including patient care and non-patient care activities.

- Psychiatrist: Completion of a four-year residency program after medical school. May also include providers who complete additional specialized fellowship training.
- Clinical, counseling, and school psychologist: Generally requires completion of a doctoral degree. Licensing laws for psychologists vary by state and type of position, but most states require some form of license/certificate and all states require independents to be licensed.
- Marriage and family therapist: Completion of a master's or higher degree in marriage and family therapy and licensed by the state of practice.
- Addiction counselor: Includes counselors trained at associate, bachelor's, or masters or higher degree level that perform functions requiring licensure as well as functions that require only certification.
- Mental health counselor: Completion of a master's degree in counseling and licensed by the state of practice.
- Mental health and substance use disorder social workers: Completion of a master's or higher degree in social work and licensed by the state of practice.



03

**Facility sizing  
analysis**

## Summary of planned key programming units (“KPU”) for DPHCD

Facility type	2024 V2 KPUs Low	High	Revised KPUs Low	High
Hospital (number of inpatient beds)	25*	25*	25	25
Medical office building (number of providers)	22	51	21	51
Behavioral health center (number of providers)	7	21	6	21
Skilled nursing facility (number of beds)	38	38	28*	28*
Residential care facility (number of beds)	63	63	47*	47*
Ambulance (number of units, includes site)	12	12	12	12

15 **Note: \* KPUs revised to reflect PSA need. KPUs presented represent the total KPU capacity that should be considered to achieve future growth objectives. KPUs may need to be phased in over time to reflect operational, logistical, and staffing realities the district faces.**

## Industry benchmarks for comparably sized facilities and healthcare facility planning standards utilized to estimate future square footage need by facility type, which serves as the basis for the cost estimates discussed herein

Planning standards for healthcare facilities (departmental (DGSF) and building gross square footage (BGSF) per KPU) have increased significantly since the early 2000s due to the:

- Advancement in medical technology, which requires more specialized equipment and tech
- Consumerization of the healthcare industry, which emphasizes patient satisfaction, modern patient amenities, convenient accessibility to services under one roof, and commoditization

	KPU Need		DGSF/KPU Benchmark		BGSF Grossing Factor	Total BGSF Needed		Comments
	Low	High	Low	High		Low	High	
FUTURE SPACE NEEDS								
FACILITY TYPE								
Hospital (number of inpatient beds)	25	25	2,500	3,100	1.35	84,375	104,625	Includes inpatient, ancillary clinical services, administrative, and support spaces
Medical office building (number of providers)	21	51	1,625	1,625	1.25	42,656	103,594	Includes clinical space, waiting/registration, and support spaces
Behavioral health center (number of providers)	6	21	700	700	1.25	5,250	18,375	Includes clinician space, waiting/registration, and support spaces
Skilled nursing facility (number of beds)	28	28	800	800	1.25	28,000	28,000	Assumes single-occupancy rooms
Residential care facility (number of beds)	47	47	800	800	1.25	47,000	47,000	Assumes single-occupancy apartment-style rooms with limited amenities
Ambulance (number of units, includes site)	12	12				14,253	14,253	Based on programmatic estimates from LDA Partners LLP
GRAND TOTAL						221,534	315,847	

16 **Note: Inpatient DGSF/KPU benchmarks for hospital facilities vary based on the number of beds; larger facilities utilize a lower DGSF/KPU benchmark as economies of scale are achieved.**

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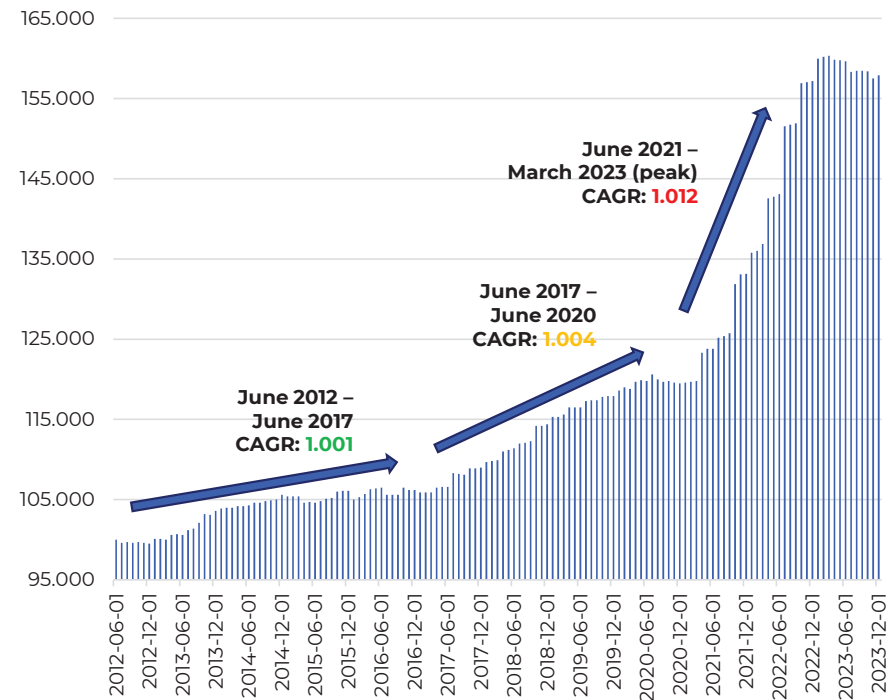
**Cost estimates**

## Background for cost analysis

Wipfli met with LDA Partners, LLP to survey regional construction costs per square foot for purposes of estimating costs for the proposed healthcare facilities

- Construction costs have escalated significantly in the past three years, largely due to escalation in cost of building materials
  - In 2022-2023, saw escalation rates of 10%+; overall industry outlook of 3-5% going forwards
  - HFMA estimates healthcare costs will increase by approx. 6% from 2023 to 2024
- Higher baseline construction cost per square foot for California facilities due to unique construction requirements, seismic issues
  - 10 - 20% higher than national averages

## National Producer Price Index for new healthcare building construction, as of Dec. 2023




## Costs per square foot estimates

Wipfli met with LDA Partners, LLP to survey regional construction costs per square foot for purposes of estimating costs for the proposed healthcare facilities

- Project factor of 45% utilized to estimate additional “soft” costs the district could expect to incur, such as:
  - Consultant/advisor professional fees, inspections and permitting, furniture, fixtures, and equipment (FFE), utilities, etc.
- Conceptual cost estimated in 2023 dollars; estimates do not include:
  - Land acquisition or site preparation
  - Escalation or hazardous materials
  - Additional costs related to the remodel of adjacent public areas or additional areas not identified within this estimate

## Construction “hard” costs per square foot

Hospital: \$1,000/sfMedical office building: \$500/sfSkilled nursing facility: \$770/sfResidential care facility: \$700/sfAmbulance (current DPHCD project, includes site work): \$795/sf

**After accounting for construction costs + “soft” costs, total cost of planned facilities estimated to be approximately \$250 – 335M, with hospital costs constituting about 45 – 50% of the total costs**

	Total BGSF Needed		Cost per BGSF	Total Construction Cost (in thousands)		Project Factor (incl. soft costs)	Total Project Cost (in thousands)	
	Low	High		Low	High		Low	High
FUTURE SPACE NEEDS								
FACILITY TYPE								
Hospital (number of inpatient beds)	84,375	104,625	\$1,000.00	\$84,375	\$104,625	45%	\$122,344	\$151,706
Medical office building (number of providers)	42,656	103,594	\$500.00	\$21,328	\$51,797		\$30,926	\$75,106
Behavioral health center (number of providers)	5,250	18,375	\$500.00	\$2,625	\$9,188		\$3,806	\$13,323
Skilled nursing facility (number of beds)	28,000	28,000	\$770.00	\$21,560	\$21,560		\$31,262	\$31,262
Residential care facility (number of beds)	47,000	47,000	\$700.00	\$32,900	\$32,900		\$47,705	\$47,705
Ambulance (number of units, includes site)	14,253	14,253		\$11,315	\$11,315		\$16,407	\$16,407
GRAND TOTAL	221,534	315,847		\$174,103	\$231,385		\$252,450	\$335,509

20 **Note: Conceptual cost estimated in 2023 dollars and do not include: land acquisition or site preparation; escalation or hazardous materials; and additional costs related to the remodel of adjacent public areas or addition areas not identified within this estimate**



**Thank you for your time.**



# Your healthcare planning team



**John Dao, MHA**

Engagement partner, Wipfli  
Market and facility planning

[jdao@wipfli.com](mailto:jdao@wipfli.com) | (509) 232-2742



**Sydney Diekmann**

Manager, Wipfli  
Market and facility planning

[sydney.diekmann@wipfli.com](mailto:sydney.diekmann@wipfli.com) | (952) 548-3425

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# ATTACHMENT B

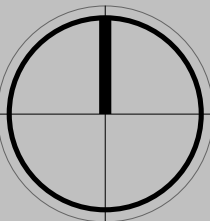
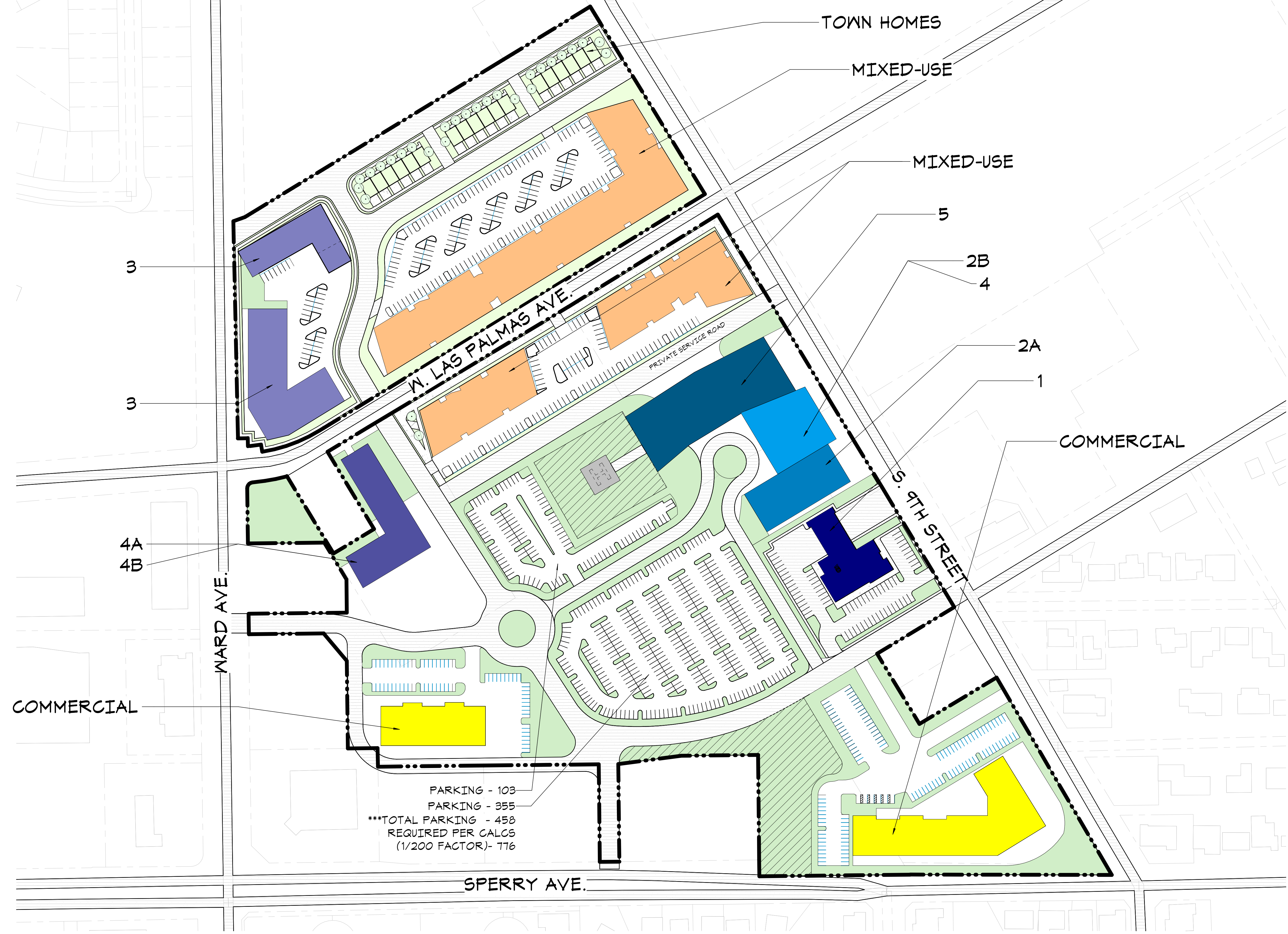
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HEALTH CAMPUS - 27.5 ACRES  
MIXED-USE - 10.0 ACRES

MASTER PLAN PRIORITIES:

1	AMBULANCE & ADMINISTRATION CENTER (1 STORY)	15,600 SF
2A	COMMUNITY MENTAL HEALTH CENTER (1 STORY) (ATTACHED TO RURAL HEALTH CLINIC)	14,000 SF
2B	RURAL HEALTH CLINIC (1 STORY)	12,000 SF
3	INDEPENDENT CARE	TBD
4	MEDICAL OFFICES (3 STORY)	80,000 SF
4A	MEMORY CARE/ASSISTED LIVING (3 STORY)	47,000 SF
4B	SKILLED NURSING FACILITY (ATTACH TO 4A)	28,000 SF
5	ACUTE CARE HOSPITAL (25 BED, 1-2 STORIES)	104,625 SF







## **DEL PUERTO HEALTH CARE DISTRICT HEALTH CARE CAMPUS MASTER PLAN**

### **PROJECT DESCRIPTION**

**Site.** The project site is comprised of seven (7) properties of an approximate 38.0-acres in size located north of Sperry Ave., east of Ward Ave., west of 9<sup>th</sup> Street and north and south of Las Palmas.

**Proposed Project.** The District has retained the services of LDA Partners to develop several concept land plans. The current plan illustrates the following components:

Priority 1 – 15,600 sq. ft., Ambulance and Administration Center.

Priority 2a – 14,000 sq. ft., Community Mental Health Clinic (attached to Rural Health Clinic part of the Medical Office Building).

Priority 2b – Rural Health Clinic 12,000 sq. ft., (in the 80,000 sq. ft., Medical Office Building and attached to the Community Mental Health Clinic).

Priority 3a – 47,000 sq. ft., Memory Care and Assisted Living.

Priority 3b – 80,000 sq. ft., remaining 3 story Medical Office Building containing the 12,000 Rural Health Clinic

Priority 4 – 28,000 sq. ft., Skilled Nursing. (Built later because of required staffing depending on population growth.)

Priority 5 – Independent Living. (Target 150 units = 236,250 sq. ft. three stories)

Priority 6 – 104,625 sq. ft., Acute Care 25 Bed Hospital

Remaining Priority – 2 pads for retail commercial near Las Palmas Ave., 76,224 mixed use development, possible townhouses and additional commercial in a vertical use alignment. (These buildings need to be defined as the number of potential residential units, number of potential bedrooms and the square footage amount of commercial space.)

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# ATTACHMENT C

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## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into and effective as of \_\_\_\_\_, 2025, by and between Del Puerto Health Care District ("District" or "DPHCD") and \_\_\_\_\_ ("Consultant").

### 1. **Scope of Services.**

(a) District has requested that Consultant provide all architectural and associated design and planning-related services for the development of the Master Plan for the District's 37.5-acre Healthcare and Mixed-Use Campus ("Project").

(b) Exhibit A sets forth (i) the Scope of Services to be provided by Consultant under this Agreement; and (ii) the "Not to Exceed Fee" for the Scope of Services to be provided by Consultant. Consultant shall perform all requested services identified in this Agreement, including without limitation, all activities as may be necessary or required under, or reasonably inferred from, the Scope of Services as set forth in Exhibit A, and all architectural programming and associated design, engineering, and planning services necessary to create a cohesive healthcare and mixed-use campus that accommodates the current and future anticipated healthcare service needs of the communities served through the District. All documents prepared by Consultant concerning the services required under this Agreement shall include the necessary provisions for compliance with applicable government requirements, codes, laws, rules, regulations, ordinances and standards. If there is any conflict as to any aspect of the Scope of Services as set forth in Exhibit A, the most stringent and highest quality Scope of Services shall control and prevail.

(c) Consultant shall appoint one individual who shall be authorized to act on behalf of Consultant and with whom District may consult and whose instructions, requests, and decisions shall be binding on Consultant as to all matters pertaining to this Agreement. Such individual, \_\_\_\_\_, shall not be reassigned or removed from the Project absent the written agreement or direction of the District.

(d) During the entire performance of its scope of services, Consultant shall provide necessary and timely information to, and shall cooperate, consult and coordinate with, all other consultants of District on the Project.

### 2. **Schedule of Performance.**

Consultant shall perform and complete all services hereunder expeditiously and so as to not delay the Project, and in accordance with the schedule of services as set forth in Exhibit B and/or the Project schedule or schedules from time to time issued in writing to Consultant by District. Time is of the essence in this Agreement. Neither Consultant nor District shall be liable to the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

### 3. **Standard of Care.**

(a) Consultant represents that it is familiar with Master Planning services required under this Agreement. Consultant shall perform its services and prepare design documents hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality to the Project, and under the same or similar circumstances as delineated in this Agreement. Consultant shall correct or re-

perform any plans, reports, maps or those services not meeting this standard at its own expense without additional compensation from District.

(b) The approval of any document by District or any of District's representatives or agents shall not relieve the Consultant from such liability as the Consultant might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement. Consultant's (and/or its subconsultants') signing of any drawings, stamping any drawing or issuance of any drawing shall be a material representation that the design elements set forth therein are accurate and proper, and fully coordinated with all other elements, components and details of the design. Consultant acknowledges that District is retaining Consultant based upon Consultant's representation as to its skill and expertise in the subject matter of the Project.

(c) Consultant shall be responsible for the preparation of all reports, schematics, and design details to the extent it prepares such documents within the scope of this Agreement. It shall fully comply with all communicated District requirements and services (including all requirements and services as may be inferred or required under this Agreement) and other requirements of the public agencies having jurisdiction over the locale in which the Project is located. The Consultant shall perform, at its own expense any materials furnished under the Agreement necessary to correct errors, omission, conflicts, inconsistencies or deficiencies for which the Consultant is responsible.

(d) The Consultant shall investigate thoroughly all new materials it proposes to use on the Project that have not been proven in the specific type of service involved, and whose promotion is based upon unsupported statements and lists of supposedly satisfied users. Materials must be used in a manner that will afford the maximum service at the lowest comparable cost. Operation and maintenance costs must be weighed against initial costs to achieve maximum economy.

#### **4. Compensation; Consultant's Invoice and Method of Payment.**

##### **A. Compensation.**

The compensation to be paid to Consultant is the "Not to Exceed Fee" as set forth in Exhibit A. To the extent the cost for Consultant's services exceed the Not to Exceed Fee, Consultant shall complete all services required hereunder at no additional expense to District, unless District approves an augmentation of the amount or "Not to Exceed Fee" to be paid to Consultant.

The work performed by any subconsultant to Consultant at the Project shall be included in the "Not to Exceed Fee", invoiced directly by Consultant to District on a monthly basis as part of Consultant's invoice at rates and/or in amounts to be negotiated and agreed to by Consultant, its subconsultants, and District. The Consultant shall use to its best efforts to minimize fees incurred by subconsultants for the duration of the Project.

##### **B. Consultant's Invoice and Method of Payment.**

Within the first five days of each month, Consultant shall furnish to District a statement/invoice of the work performed for compensation during the preceding month. District shall pay undisputed invoices, or any portions thereof that are not disputed, within 30 days of receipt of same. Unpaid undisputed invoices shall bear interest at the rate of 10% per annum. Each invoice shall specify the amount requested and a detailed record of the month's actual reimbursable expenditures. Consultant acknowledges and agrees that meals shall not be reimbursable expenditures. All reimbursable expenditures shall be paid at actual costs plus 15% mark-up.



For any services for which Consultant seeks payment on an hourly basis, Consultant and its subconsultants shall keep daily time records for all such services. Each time entry shall be accompanied by a description, in sufficient detail, to enable another individual to discern the task(s) performed.

For services performed on an hourly basis, each invoice shall include each timekeeper's initials/name, aggregate of time expended that month, rate, and total charge for each month for each timekeeper.

District shall have the right to withhold from payments due to Consultant such sums as are necessary to protect District against any loss or damage which may result from negligence or unsatisfactory work by Consultant, failure by Consultant to perform its obligations hereunder, or claims filed against Consultant or District relating to Consultant's services.

No payment by District for any services rendered is a waiver of District's rights to later claim that said services were performed in a manner inconsistent with the Consultant's standards and obligations hereunder, and Consultant, in submitting any and all invoices for payment, acknowledges that it is making a positive representation of a material fact that all time included, and all reimbursable costs included, in each invoice presented, were in fact incurred and expended, in accordance with the terms of this Agreement, and are valid charges to be borne by District.

**5. Independent Contractor.**

It is understood and agreed that Consultant (including Consultant's employees and any and all subconsultants (and their respective employees) retained by Consultant), in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of District; and, as an independent contractor, neither Consultant nor Consultant's employees (or subconsultants) shall have any rights to retirement benefits or other benefits that accrue to District's employees, and Consultant hereby expressly waives any claim it or its employees (or subconsultants) may have to any such benefits or rights. Consultant hereby agrees to defend, indemnify and hold harmless District from any and all claims based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**6. Assignability.**

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement, nor the performance of any of Consultant's obligations hereunder, without the prior written consent of District, which may be withheld in District's sole and subjective discretion. Any attempt by Consultant to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**7. Indemnification.**

To the fullest extent permitted by law, Consultant hereby agrees to defend, indemnify and hold District and its board members, officers, directors, members, agents, consultants and employees (the "Indemnified Parties") harmless from all losses, claims, liabilities, injuries, costs and expenses including, without limitation, attorneys' fees and court costs, that District or the Indemnified Parties may incur arising out of or occurring in connection with (a) the negligent acts or omissions of Consultant or any employee or agent of Consultant or any firm or person directly or indirectly employed by Consultant (including but not limited to subconsultants, or any of them), while engaged in the performance of the Project, or any activity associated therewith or related thereto, or (b) the breach by Consultant or any subconsultant or any agent or employee of Consultant or any subconsultant of any provision of this Agreement, but only to the extent arising out of, pertaining to, or relating to the negligence, willful misconduct or recklessness of

the Consultant and to the extent not arising from the sole or active negligence or willful misconduct of the Indemnified Parties or defects in design furnished by the Indemnified Parties. This Section is intended to comply with, and will be interpreted in compliance with, Civil Code §§ 2782, *et seq.*, including without limitation §2782.8 which provides, in part, that the cost to defend charged to the design professional shall not exceed the design professional's proportionate percentage of fault except as otherwise allowed in §2782.8. Acceptance of insurance certificates or endorsements, or the insurance required hereunder, does not relieve Consultant from liability under this section. The indemnity rights and obligations in this Section shall survive the expiration or termination of this Agreement.

## **8. Insurance Requirements.**

Consultant agrees to have and maintain during the term of this Agreement and for at least four (4) years following the completion of Consultant's services hereunder the following policies of insurance:

A. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). \$2,000,000 per occurrence for bodily injury, personal injury and property damage (\$4,000,000 aggregate). If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.

B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto). \$2,000,000 per accident for bodily injury and property damage, combined single limit.

C. Workers' Compensation insurance as required by the State of California.

D. Employer's Liability insurance. \$1,000,000 per accident for bodily injury or disease, and in the aggregate.

E. Errors and Omissions liability insurance appropriate to the Consultant's profession. Consultant's coverage is to be endorsed to include contractual liability; \$2,000,000 per occurrence or claim (\$5,000,000 aggregate).

F. Other Insurance Provisions:

(1) The general liability and automobile liability insurance policies are to contain, or be endorsed to contain, the following provisions:

a. District, its Board members, directors, officials, officers, employees, agents and volunteers are to be covered as additional insureds, with no special limitations on the scope of coverage afforded to them, with respect to the liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant, and with respect to liability arising out of work or operations by or on behalf of the Consultant. General liability coverage may be provided in the form of an endorsement to the Consultant's insurance or as a separate District's policy.

b. For any claims related to this project, the Consultant's insurance coverage shall be primary and non-contributory insurance as respects District, its Board members, directors, officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by District, its Board members, directors, officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except for premium non-payment and only after ten (10) days' prior written notice has been given to District.

(2) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved in writing to District.

(3) Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by District in writing. In addition, the insurance policies shall not provide that any self-insured retention or deductible can only be paid by the Consultant or a subconsultant. Consultant and all subconsultants appoint the District as their agent to pay, at District's sole discretion, and without any obligation to do so, any self-insured retention or deductible on said policies.

(4) Consultant shall furnish District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are required to be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications at any time.

(5) Consultant shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated above, and Consultant shall confirm said coverages prior to the performance of work by each subconsultant.

(6) Any failure of Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District and its Board members, directors, officers, officials, employees, agents or volunteers.

(7) The Consultant's Workers' Compensation and Employer's Liability policies shall contain an endorsement that waives any right of subrogation against District, its Board members, directors, officers, officials, employees, agents and volunteers.

(8) If the Consultant fails to procure or maintain insurance as required by this Agreement, or fails to furnish District with proof of such insurance, District, at its discretion, may procure any or all of such insurance. Premiums for such insurance procured by District shall be deducted and retained from any sums due the Consultant under the contract. Failure of District to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

(9) The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its subconsultants of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by District.

## **9. Termination.**

(a) District shall have the right to terminate this Agreement, without cause, by giving to Consultant written notice of termination.

(b) If Consultant fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days notice from District to Consultant, in addition to all other remedies provided by law, District may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to Consultant hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by Consultant to perform its services, and obtain from Consultant working copies of all project documents prepared by Consultant for the purpose of allowing District or another consultant to complete the services or any portion thereof, all of which materials and documents Consultant hereby assigns to District effective upon any such default by Consultant; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner District may deem expedient; and/or (v) if District deems that it is not in its best interests to correct defects or deficiencies in

the services, materials or documents supplied or provided by Consultant, District, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to Consultant hereunder or otherwise. District shall have the right to exercise any of the remedies in clauses (i) through (v) above, together with any and all other rights and remedies available to District at law, in equity or as otherwise provided by this Agreement, whether or not it terminates this Agreement.

(c) In the event of termination under 9(a) or 9(b) above, Consultant shall deliver to District copies of all reports, documents, and other work performed by Consultant under this Agreement and, upon receipt thereof, District shall pay Consultant all sums due under this Agreement as a percent of work completed effective as of the date of termination, plus approved reimbursable expenses consistent with this Agreement, less any damages incurred or which may be incurred by District as a result of Consultant's conduct and/or as set forth in Section 9(b) above.

(d) District shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving written notice of suspension to Consultant. If District gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

#### **10. Ownership of Materials/Confidentiality/Publicity.**

All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by Consultant or any other party engaged directly or indirectly by Consultant to perform the services required hereunder shall be and remain the property of District without restriction or limitation upon their use by District. Consultant hereby assigns to District all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any actions which would impair those rights. Consultant's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without District's prior written consent.

Upon the request of District, or upon the termination or expiration of this Agreement, Consultant shall immediately deliver to District all Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes or computer-related media). Consultant may retain copies thereof for its files and internal use. The District will hold harmless the Consultant for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless District obtains a validation of that use or reuse from the Consultant.

In addition, all Work Product, discussions and other information prepared, developed or received by or for Consultant in the performance of this Agreement are confidential and shall be solely the property of District, and are not to be disclosed to any person except with the prior written permission of District, or as required by law. Consultant shall notify District immediately if a subpoena or other legal process related to such information is served on Consultant and shall cooperate with District, at District's expense, in any lawful effort by District to contest such subpoena or other legal process. Any publicity, advertisement or press release with respect to the Project shall be under the sole discretion and control of District, and Consultant and its subconsultants shall not have any contact with the public press or media representatives regarding the Project without the prior written consent of District.

Consultant shall cause each of its subconsultants to comply with each provision of this Section 10 applicable to Consultant. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

**11. Waiver.**

Consultant agrees that waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by District of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

**12. Consultant's Books and Records.**

(a) Consultant shall maintain (and shall require its subconsultants to maintain) any and all ledgers, books of account, invoices, original and electronically stored time entries, vouchers, cancelled checks, and other records or documents evidencing or relating to costs incurred, work performed, charges for services, or expenditures and disbursements charged to District for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

(b) Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by District. Copies of such documents shall be provided to District for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

(c) Where District has reason to believe that such records or documents may be lost or discarded due to dissolution, relocation, disbandment or termination of Consultant's business, District may, by written request by any of the above-named officers, require that custody of such records and documents be given to District and that such records and documents shall be maintained by District. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest during regular business hours.

**13. Licenses/Compliance with Laws.**

Consultant represents and warrants that it and its subconsultants are duly licensed by the State of California to perform the services hereunder and agrees that it and its subconsultants will maintain all such licenses to perform such services. Consultant shall keep itself fully informed of and shall observe and comply (and provide proof to District, if requested, that it has complied) with all applicable laws, ordinances, codes and regulations, including, but not limited to, all federal, state and local governments, including those relating to safety, environmental protection, labor, hazardous substances and legal employment opportunities; shall pay all local, state and federal taxes; and shall pay all benefits, insurance, taxes, contributions to Social Security and Unemployment which are measured by wages, salaries or other remuneration paid to Consultant's (and its Subconsultants') employees.

**14. Notices.**

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

To District:

Dr. Karin Freese, CEO  
Del Puerto Health Care District  
Mailed: P.O. Box 187  
Served: 875 E Street  
Patterson, CA 95363

To Consultant:

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Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**15. Employment Practices.**

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

**16. Subconsultants.**

In performing its services under this Agreement, Consultant agrees to retain and use the professional subconsultants listed in the attached Exhibit D, if any, for the listed services and Consultant shall be responsible for their work commencing from the date of this Agreement (inclusive of all subconsultants required to perform the work required under this Agreement). The professional subconsultants listed in attached Exhibit D, if any, may include both existing (current) subconsultants and third party subconsultants Consultant may retain if so directed in the sole discretion of the District. Consultant agrees, if directed by the District, to accept an assignment of the agreements of any current subconsultants, but only with respect to work performed subsequent to the effective date of this Agreement. The work performed by subconsultants at the Project shall be invoiced directly by Consultant to the District on a monthly basis as part of Consultant's invoice at rates and/or in amounts to be negotiated and agreed to by Consultant, its subconsultants and the District. Consultant shall provide District with the details of Consultant's arrangement with the subconsultants, including the amount and manner of their compensation for any design, construction and post-construction phases. Any changes in the subconsultants listed in Exhibit D may be done only with the prior written consent of District.

Consultant shall enter into a written agreement with each subconsultant performing services in conjunction with the requirements of this Agreement. Contracts between the Consultant and subconsultants shall (1) require each subconsultant, to the extent of the services to be performed by the subconsultant, to be bound to the Consultant by the terms of this Agreement, and (2) to assume toward the Consultant all the obligations and responsibilities which the Consultant, by these documents, assumes towards the District. This expressly includes, without limitation, the indemnity and insurance provisions, and the standard of care set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, nothing contained herein shall be construed to create any contractual relationship, express or implied, between District and any Subconsultant. District expressly disclaims any contractual or other obligation or liability to any Subconsultant. Consultant shall, upon request by District, provide to District copies of all contracts between Consultant and any of its subconsultants. Consultant shall use to its best efforts to minimize fees incurred by any subconsultants for the duration of the Project.

**17. Interpretation.**

Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

**18. Signator's Warranty.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement.

**19. Conflict of Interest.**

Consultant certifies that it has disclosed to District any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise District of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either District ordinance or State law.

**20. Governing Law/Venue.**

This Agreement is made and entered into and shall be performed in Stanislaus County, California, and the rights and liabilities of the parties and the interpretation and construction of the Agreement shall be governed by and construed in accordance with the laws of the State of California.

**21. Dispute Resolution.**

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle the dispute by mediation procedures as otherwise agreed to by the District and Consultant before commencing litigation proceedings. The parties further agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by litigation or binding arbitration at the discretion of District. The litigation or arbitration and this Agreement shall be governed by the laws of the State of California. Further, Consultant consents, at the sole discretion of the District, to join in any dispute proceedings (whether litigation or arbitration) involving any third party(ies) which may arise from any aspect of the services provided by Consultant pursuant to this Agreement. Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under any contract documents or agreements, Consultant and District shall carry on with the performance of their duties hereunder, including Consultant's performance of the Services and District's payment for same, during the pendency of any claim, dispute or other matter in question or any proceeding to resolve any claim, dispute or other matter in question.

**22. Severability.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**23. Integration Clause.**

This Agreement represents the entire agreement of the parties concerning the subject matter hereof and supersedes all prior negotiations, proposals, representations, or agreements of the parties, whether written or oral, with respect to such subject matter.

**24. Conflict of Interest.**

In accordance with the District's Organizational Conflict-of-Interest Policy for Progressive Design-Build Projects, Consultant acknowledges and agrees that Consultant is unable to submit any proposal to District as a design-build entity or to join and/or participate on any design-build team (and District is unable to accept any such proposal) with respect to any project arising from or concerning the Del Puerto Health Master Plan, including, without limitation, the Ambulance Station/Administration Building, the Medical Office Building, the Behavioral Health Center, Senior Care Center, Hospital, Mixed Use Buildings (Commercial and/or Housing), General Commercial Space, or any other improvement, structure, or facility that may be constructed within the site of the Del Puerto Master Health Plan.

**25. Access to Records/Retention.**

District and its representatives have the reasonable right of access to Consultant's premises to review and audit Consultant's compliance with the provisions of this Agreement. This includes the right to inspect and photocopy Consultant's records related to performance of this Agreement, and to retain copies of such records outside of Consultant's premises with appropriate safeguards, if such retention is deemed necessary by County in its sole discretion. Consultant shall maintain all records related to this Agreement for at least four (4) years after expiration or termination of this Agreement.

IN WITNESS HEREOF, this Agreement is entered and made as of the date first written above.

"Consultant"

"District"

\_\_\_\_\_

**Del Puerto Health Care District**

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

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

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

Name: Karin Freese, Ph.D. Title: Chief Executive Officer

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

List of Attachments included with the Agreement

- EXHIBIT A      Scope of Services
- EXHIBIT B      Professional Services Fee
- EXHIBIT C      Schedule of Services
- EXHIBIT D      List of Subconsultants (If Any)



**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT B**

**PROFESSIONAL SERVICES FEE**

**EXHIBIT C**

**SCHEDULE OF SERVICES**

**EXHIBIT D**

**LIST OF SUBCONSULTANTS (IF ANY)**

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# ATTACHMENT D

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ORGANIZATIONAL CONFLICT-OF-INTEREST POLICY FOR PROGRESSIVE DESIGN-BUILD PROJECTS	EFFECTIVE DATE
	January 13, 2025

REVIEW DATE:	REVISION DATE:
POLICY SOURCE: Legal Counsel	

**Purpose:** Public Contract Code section 22185.2 requires local agencies to establish an organizational conflict-of-interest policy that applies to progressive design-build projects procured pursuant to Public Contract Code section 22185, *et seq.* Organizational conflicts of interest can occur in the progressive design-build procurement process when a person or entity that performs services for DPHCD relating to the solicitation of a progressive design-build project seeks to submit a proposal to DPHCD as a design-build entity or to join a design-build team (of any tier), thereby making that person or entity unable or potentially unable to render impartial assistance or advice to DPHCD, impairing the objectivity of that person or entity in performing the contract work, or giving that person or entity an unfair competitive advantage.

**Definitions:**

**“DPHCD”** means the Del Puerto Health Care District, a California Health Care District organized pursuant to Health & Safety Code section 32000, *et seq.*

**“Progressive Design-Build”** means a project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualifications-based selection at the earliest feasible stage of the project.

**“Design-Build Entity”** means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build contract.

**“Design-Build Team”** means a Design-Build Entity and the individuals and other entities identified by the Design-Build Entity as members of its team (of any tier). Members of a Design-Build Team include the general contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors.

**“Organizational conflicts of interest”** are circumstances arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g., parent entities and their subsidiaries and affiliates) that result in: (i) the impairment or potential impairment of a Proposer’s ability to render impartial assistance or advice to DPHCD or of its objectivity in performing work for DPHCD; (ii) an unfair competitive advantage for any bidder or Proposer with respect to procurement of a Design-Build contract; or (iii) a perception or appearance of impropriety with respect to any of DPHCD’s Design-Build contracts or a perception or appearance of unfair competitive advantage with respect to any of DPHCD’s Design-Build contracts or procurements, regardless of whether any such perception is accurate.

<b>ORGANIZATIONAL CONFLICT-OF-INTEREST POLICY FOR PROGRESSIVE DESIGN-BUILD PROJECTS</b>	<b>EFFECTIVE DATE</b> January 13, 2025
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**“Proposer”** means any consultant, contractor or other person that seeks to submit a proposal to DPHCD as a Design-Build Entity or to join a Design-Build Team.

**Policy: Organizational Conflicts of Interest.**

1. A Proposer may not have any organizational conflicts of interest.
2. Without limiting the generality of the foregoing, an organizational conflict of interest exists in the following instances:
  - a. A Proposer is DPHCD’s general engineering or architectural consultant to a Progressive Design-Build project, except that a subconsultant to the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the Progressive Design-Build project may participate as a Proposer or join a Design-Build Team if it terminates the agreement to provide work and provides no work for DPHCD’s general engineering or architectural consultant on the Progressive Design-Build project.
  - b. A Proposer has assisted or is assisting DPHCD in the management of the Progressive Design-Build project, including the preparation of the requests for qualification, requests for proposal, evaluation criteria, owner’s program, or any other aspect of the Progressive Design-Build procurement.
  - c. A Proposer has conducted preliminary design services for the Progressive Design-Build project on behalf of DPHCD, such as conceptual layouts, preliminary design, or preparation of bridging documents.
  - d. A Proposer performed design work related to the Progressive Design-Build project for DPHCD or other stakeholders in the Progressive Design-Build project.
  - e. A Proposer performed design work on a previous contract that specifically excludes it from participating as a Proposer or joining a Design-Build Team for a Progressive Design-Build project.
  - f. A proposer is under contract with any other entity or stakeholder to perform oversight of the Progressive Design-Build project.
  - g. A proposer has obtained advice from or discussed any aspect relating to the Progressive Design-Build project with any person or entity with an organizational conflict of interest, including, but not limited to, the consultants of any entity that has provided technical support on the Progressive Design-Build project.
  - h. Any circumstances that would violate California Government Code Section 1090, *et seq.*

ORGANIZATIONAL CONFLICT-OF-INTEREST POLICY FOR PROGRESSIVE DESIGN-BUILD PROJECTS	EFFECTIVE DATE
	January 13, 2025

**Procedure:**

**1. Obligations of Proposers.**

- a. Proposers shall make a full written disclosure to DPHCD of the facts and circumstances regarding an organizational conflict of interest or a potential organizational conflict of interest and shall have a continuing obligation to do so until they are no longer Proposers.
- b. Proposers shall disclose all relevant facts relating to past, present or planned interests of the Proposer's Design-Build Team (including the Proposer, Proposer's proposed consultants and subconsultants and subcontractors and their respective directors and key personnel) that may result in, or could be viewed as, an organizational conflict of interest in connection with any Progressive Design-Build project procurement, including present or planned contractual or employment relationships with any current DPHCD employee.
- c. Proposers shall disclose in the response documents to a Progressive Design-Build request for qualification and request for proposal all the work performed in relation to the particular proposed Progressive Design-Build project.
- d. If a Proposer determines that an organizational conflict of interest or potential organizational conflict of interest exists, it must disclose the conflict or potential conflict of interest to DPHCD. Subject to and within the sole discretion of DPHCD, such disclosure may not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall propose measures to avoid, neutralize, or mitigate all conflicts or potential conflicts. DPHCD, in its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.
- e. For other organizational conflicts of interest or potential organizational conflicts of interests not mentioned specifically above, such as conflicts involving employees changing companies, mergers and acquisitions of firms, property ownership, business arrangements, and financial interests, a Proposer shall disclose and address any organizational conflicts of interest or potential organizational conflicts of interest when participating in or joining a Progressive Design-Build Team. DPHCD will determine if a conflict of interest exists applying the criteria set forth in the definition of organizational conflict of interest.

**2. Obligations After Contract Award.**

- a. The successful Proposer to whom a contract is awarded ("**Contractor**") has an ongoing obligation to monitor and disclose its organizational conflicts of interest or potential organizational conflicts of interest.



ORGANIZATIONAL CONFLICT-OF-INTEREST POLICY FOR PROGRESSIVE DESIGN-BUILD PROJECTS	EFFECTIVE DATE
	January 13, 2025

- b. DPHCD has the right to ongoing enforcement of this policy.
  - c. If an organizational conflict of interest is discovered after contract award, the Contractor must make an immediate and full written disclosure to DPHCD that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict.
  - d. DPHCD has the right to cancel or amend a resulting Progressive Design-Build project contract if the successful Proposer failed to disclose a conflict or potential conflict that it knew or should have known about, or if the Proposer provided information in its disclosure that is false or misleading.
  - e. If a new organizational conflict of interest arises after contract award, and Contractor's proposed measures to avoid or mitigate the conflict are determined by DPHCD to be inadequate to protect DPHCD, DPHCD may terminate the contract.
  - f. If the contract is terminated, DPHCD assumes no obligations, responsibilities, and liabilities to pay for or reimburse all or any part of the costs incurred or alleged to have been incurred by Contractor, and DPHCD is entitled to pursue any and all available legal remedies available to DPHCD to enforce its rights.
3. **Incorporation by Reference.** This policy shall be incorporated by reference into and included as part of all DPHCD Progressive Design-Build project requests for qualification and requests for proposal, and all DPHCD Progressive Design-Build contracts.

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# ATTACHMENT E

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# **Del Puerto Health Care District**

## **Patterson District Ambulance Program Requirements - July 12, 2017**

Patterson District Ambulance (PDA) staffs two 24-hour ALS ambulances at 875 E Street in Patterson. This location is a very good central location in the City of Patterson with good access to main roadways - Hwy 33 for north/south access, Las Palmas east, and Sperry west. This location allows us the best opportunity to meet our urban response time requirements.

There are four crew members on-duty at any given time. It is common to have an intern or student rider with an ambulance crew. Interns are with crews the entire 24-hour shift while students are generally limited to 12-hour day shifts.

### **READY ROOM**

There needs to be a room large enough to accommodate 5 persons using recliner type chairs to watch TV or otherwise relax during down time between calls. There needs to be space for a dry erase board and at least two bulletin boards. Radio and pager chargers as well as spare batteries need to be accessible. The existing facility space is too small.

### **DINING ROOM**

The crews need a table area where they can eat their meals. The existing facility does not have dining room space and depends on crew members using a shared counter space with the kitchen. There are bar stools at the counter that frequently impede the travel path through the room to the apparatus bay.

### **KITCHEN**

The existing kitchen area is small and has limited cabinet space and no pantry area to store food. It is cramped if two people try to use the space at the same time. The existing refrigerator is up against a wall that limits the opening of the refrigerator door. A new facility needs a better kitchen layout with more work space plus cabinet and drawer storage space. Room two refrigerators for adequate food storage and ice makers. A dishwasher is required. There should be enough space that trash and recycling can be stored out of sight.

### **OFFICE SPACE**

There needs to be adequate space for crew members to have desk and computer access. The office should have adequate file storage space, book shelves, and crew member mailboxes. Station alerting equipment including radios, an amplifier, and lighting and speaker control systems should most likely be located in this area.

### **DORMATORY ROOMS**

The existing dorm rooms are cramped due to two lockers in each of the four rooms. The lockers should be moved out of the dorm rooms to male/female locker rooms. There needs to be enough room for a chair and a night stand. Need a minimum of 6 dorm rooms.

### **BATHROOM / LOCKER ROOMS**

There should be male and female locker rooms. There are currently 11 full-time paramedics and EMTs. There could be two additional full-time employees. There should be at least two extra lockers in each locker room for part-time employees working a shift. The bathrooms need vanity cabinets with adequate counter space and two sinks. Bathrooms should allow for toilet and shower use without preventing use to sink/mirror space and lockers. Shower areas need adequate space for a crew member to sit on a bench to dress and to have clothes quickly accessible out of the shower.

### **EXERCISE/WORKOUT ROOM**

The current facility does not have any space for exercise equipment or machines. We currently have an elliptical, a treadmill, and a weight machine/system. A new facility should have enough space for this existing equipment at minimum and some floor space for stretching or other non-machine exercises.

### **APPARATUS BAYS**

# **Del Puerto Health Care District**

PDA currently has four ambulances and a supervisor SUV. There is only apparatus bay space for two ambulances inside. Between the existing facility and a new facility, all ambulances and the supervisor vehicle should be stored inside an apparatus bay. There needs to be space for a washer and dryer, a utility sink with some counter space to clean equipment. There needs to be space for automotive supplies, tools, a portable BBQ, and crew safety equipment that should not be stored inside ie: jackets, rain gear, rescue gloves, and helmets.

## **MEDICATION / SUPPLY ROOM**

There needs to be a temperature controlled room for medications and medical supplies. This room is a good location for battery chargers.

## **SUPPLY ROOM / MEDICAL WASTE ROOM**

There needs to be a room for general storage of equipment ie backboards, standby tents, tables, chairs. Medical waste needs to be secured pending pickup by a waste company.

## **GENERAL STORAGE**

There is a general lack of storage space in the current ambulance station/crew quarters. Space to store cleaning equipment, cleaning and station supplies, and repair parts and supplies, probably more.

## **CREW PARKING**

Ambulance crews and interns should have secured parking. There should be adequate parking for shift changes.

## **OUTSIDE/EXTERIOR**

There should be a small patio area where crews can relax outside and BBQ rather than having to BBQ in the driveway.

## **OTHER THOUGHTS**

Consider a small community room for community interaction walk-in patients, immunization clinics, or small community health related meetings.

Access to the crew quarters without having to go through the apparatus bay. A man door access to apparatus bay rather than depending on apparatus doors.

Emergency power to be sized to allow near full, or near full, capacity use of facility - cooking, refrigerator(s), HVAC, lighting, alerting system, apparatus doors, lighting and general plugs so facility can remain operational in extended power outages.

## **OFFICE SPACE**

Ambulance Director and QI person require offices. Currently the QI person uses a corner of the classroom area without privacy.

Current District offices include: Admin Director/CEO, Human Resources, and general office staff with counter area and lobby. A record and office supply room, break room and/or mini kitchen, bathroom – handicapped accessible. A small classroom with storage space. Could use at least one more office.

# Del Puerto Health Care District

7/6/2023

Initial Program - Prelim. Estimate

1.30 Grossing Factor

Room Number	Space Name	Area	Grossing Area	Dept.	Total SF	% of Area	Use
101	Lobby	283	367.9	P	2,087.8	13.5%	Public
102	Vestibule	146	189.8	P			
103	Mens R.R.	96	124.8	P			
104	Women's R.R.	124	161.2	P			
105	Community	851	1,106.3	P			
106	STOR.	106	137.8	D			
107	STOR.	80	104.0	D	1,985.1	12.8%	Administration
108	Break	280	364.0	D			
109	Conf.	160	208.0	D			
110	Training	107	139.1	D			
111	Office	100	130.0	D			
112	Office	100	130.0	D			
113	Directors Office	163	211.9	D			
114	Copy	92	119.6	D			
115	STOR.	71	92.3	D			
118	M/W R.R.	72	93.6	D			
144	IT.	72	93.6	D			
119	File	130	169.0	D			
120	Office	100	130.0	D			
116	Workout	270	351.0	A	5,673.2	36.6%	Ambulance Staff
117	STOR.	76	98.8	A			
121	Office	100	130.0	A			
122	Office	100	130.0	A			
123	Office	100	130.0	A			
124	Stor.	53	68.9	A			
125	F.R.	37	48.1	A			
126	Chief Quarters	185	240.5	A			
127	R.R	73	94.9	A			
128	Crew Bedroom	121	157.3	A			
129	Crew Bedroom	121	157.3	A			
130	Elect.	85	110.5	A			
131	Crew Bedroom	121	157.3	A			
132	Womens Lockers	404	525.2	A			
133	Crew Bedroom	121	157.3	A			
134	Locker Vestibule	37	48.1	A			
135	Crew Bedroom	121	157.3	A			
136	Janitor	35	45.5	A			
137	Locker Vestibule	38	49.4	A			
138	Crew Bedroom	121	157.3	A			
139	Men's Lockers	499	648.7	A			
140	Crew Bedroom	121	157.3	A			
141	Pantry	65	84.5	A			
142	Laundry	107	139.1	A			
143	Crew Office	85	110.5	A			
145	Kitchen/ Dining/ Ready Room	1168	1,518.4	A			
146	Apparatus Bays	3734	4,854.2	APP	5,773.3	37.2%	Apparatus
147	STOR.	45	58.5	APP			
148	Decon.	95	123.5	APP			
149	Equip. Stor.	191	248.3	APP			
150	Meds (Climate Control)	91	118.3	APP			
151	Turnout Gear Stor.	95	123.5	APP			
152	Workshop	190	247.0	APP			

TOTAL SF	11,938	15,519.4
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15,519.4	100.0%	Total
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Distribution    73.8% Ambulance  
                          13.5% Public  
                          12.8% Administration

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# ATTACHMENT F

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# **Del Puerto Health Care District**

## **Community Mental Health Clinic**

### **Program Priorities for Prop 1 Bond Act**

The proposed facility plan aligns with the goals of California's Proposition 1 Bond Act, focusing on the facility's ability to meet critical mental health and substance use disorder needs in the Central Valley:

#### **1. Increased Capacity for Mental Health Services**

- **Facility Size and Room Allocation:** The proposed 14,000-square-foot center maximizes its space by combining office and therapy rooms, adding 16 provider-dedicated therapy rooms, and providing specialized spaces for group and family therapy, early intervention for youth, and support for individuals in crisis. This directly supports Proposition 1's goal of addressing service shortages by expanding treatment availability, an essential move for the Central Valley where service gaps are significant

#### **2. Focus on Early Intervention and Youth Mental Health**

- **Early Intervention Programs:** This facility will provide dedicated youth-focused interventions such as Cognitive Behavioral Therapy (CBT) and family therapy, which aligns with Proposition 1's requirement for counties to prioritize early intervention services for individuals 25 years and younger. With a large proportion of the Central Valley's population under 45, this focus addresses an urgent need for youth-centered mental health care

#### **3. Comprehensive Range of Therapeutic Services**

- **Variety in Therapy Options:** The center offers individual, group, and family therapy, as well as specialized treatments like Dialectical Behavior Therapy (DBT) and art and play therapy, meeting diverse community needs and offering options that align with best practices in behavioral health. This variety enables personalized treatment plans, a cornerstone of Proposition 1, which advocates for "whatever it takes" support models that address a wide range of mental health and substance use challenges

#### **4. Support for Housing and Continuum of Care**

- **Housing Integration:** The facility's programmatic design includes access to supportive services that can help individuals maintain stability in housing, thereby aligning with Proposition 1's provision for housing assistance and recovery-focused services for those at risk of homelessness. These services can play a vital role in the continuum of care, particularly in the Central Valley, where homelessness is a major concern due to high housing costs

#### **5. Culturally Responsive and Accessible Services**

- **Health Equity Focus:** With dedicated staff workspaces and flexibility in therapy room use, the facility is well-positioned to offer culturally competent, bilingual services, crucial in a diverse region like the Central Valley. Proposition 1 emphasizes health equity and culturally defined practices to better serve diverse communities, a key feature incorporated into this facility's operational design

#### **6. Enhanced Workforce Development**

- **Dedicated Staff Facilities:** The facility's layout includes shared administrative spaces, flexible hot desks, and dedicated break areas to support staff well-being and productivity. This design supports the goals of Proposition 1, which aims to expand and retain the mental health workforce by creating supportive work environments and enhancing workforce resources statewide

#### **7. Accountability and Quality Assurance**

# Del Puerto Health Care District

- **Data Collection and Outcome Reporting:** With integrated spaces for telehealth and flexible workstations, the facility can implement comprehensive reporting and tracking, essential for evaluating treatment outcomes and fulfilling Proposition 1's increased accountability measures. This includes tracking demographic data, service use, and outcomes to inform future service needs and ensure quality care

This facility plan is designed to directly support Proposition 1's goals by expanding service capacity, prioritizing early intervention, supporting housing stability, enhancing cultural responsiveness, and fostering a strong, well-supported workforce in California's Central Valley.

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## Building Program

### SPACE PLANNING AND ROOM ALLOCATION

The 14,000-square-foot ambulatory Community Mental Health Clinic has a well-thought-out space plan and a diverse range of therapeutic services to cater to the community's needs. Given the demographic profile, with 65% of the population under 45, the program will focus on evidence-based treatments that appeal to younger adults while still providing comprehensive care for other age groups.

#### Clinical And Office Spaces

##### 1. Combined Office And Therapy Rooms (16 Rooms)

- **Purpose:** Each provider has a dedicated room for individual therapy sessions and administrative tasks, including charting, note-taking, and follow-up work.
- **Size:** 160-200 sq. ft. each.
- **Design Considerations:** Comfortable and flexible seating for therapy (armchairs, couches), a desk and office chair for administrative work, adequate storage for therapy tools and documents, good natural and artificial lighting, and soundproofing for privacy.

##### 2. Multi-Purpose/Group Therapy Rooms (2 rooms)

- **Purpose:** For group therapy, psychoeducation sessions, and workshops.
- **Size:** 350-450 sq. ft. each.
- **Design Considerations:** Flexible seating arrangements, technology for presentations, soothing décor, and good sound control.

##### 3. Family Therapy Rooms (2 rooms)

- **Purpose:** Larger rooms to accommodate family counseling sessions.
- **Size:** 250-300 sq. ft. each.
- **Design Considerations:** Comfortable seating for 6-8 people, child-friendly options if needed, warm lighting.

#### Specialized Therapy And Wellness Areas

##### 1. Art Therapy Room

- **Purpose:** For expressive therapy sessions involving creative mediums.
- **Size:** 300-400 sq. ft.
- **Design Considerations:** Open space, easels, storage for art supplies, good lighting.

##### 2. Play Therapy Room

- **Purpose:** A child-friendly space designed for play therapy with younger patients.
- **Size:** 200-250 sq. ft.
- **Design Considerations:** Toys, child-sized furniture, soft flooring, calming colors.



# Del Puerto Health Care District

## 3. Sensory Room

- **Purpose:** A therapeutic space for calming and sensory integration, particularly for neurodiverse patients.
- **Size:** 250-300 sq. ft.
- **Design Considerations:** Soft lighting, comfortable seating, textured materials, sensory equipment.

## Support And Administrative Areas

### 1. Reception and Waiting Area

- **Purpose:** Welcoming space for patients.
- **Size:** 800-1,000 sq. ft.
- **Design Considerations:** Comfortable seating, natural lighting, soothing colors, and accessible design.

### 2. Triage/Intake Rooms (2 rooms)

- **Purpose:** Initial assessment and intake interviews.
- **Size:** 150-200 sq. ft. each.
- **Design Considerations:** Comfortable seating, discreet and private, easy access to main areas.

### 3. Hot Desk Workstation Area

- **Purpose:** A flexible-use space for administrative or support staff to use when needed.
- **Size:** 300-400 sq. ft., supporting 4-6 hot desks.
- **Design Considerations:** Ergonomic desks, comfortable chairs, charging stations, and access to secure Wi-Fi.

### 4. Nurse Station/Medication Room

- **Purpose:** Secure storage for medication, prep area, and space for nurse-led care.
- **Size:** 300-400 sq. ft.
- **Design Considerations:** Secure cabinets, clean and bright lighting.

### 5. Break Room for Staff

- **Purpose:** A dedicated space for providers to rest and recharge.
- **Size:** 300-400 sq. ft.
- **Design Considerations:** Comfortable seating, kitchen amenities, private.

### 6. Records and Storage Room

- **Purpose:** Secure storage for paper records and supplies.
- **Size:** 200-300 sq. ft.
- **Design Considerations:** Locked filing cabinets, shelving for supplies, well-organized.

### 7. Staff Conference/Meeting Room

- **Purpose:** For team meetings, case conferences, and training.
- **Size:** 400-500 sq. ft.
- **Design Considerations:** Comfortable seating, conference table, technology for presentations.

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## Therapeutic Program

# **Del Puerto Health Care District**

This program provides a comprehensive and modern approach to behavioral health care, targeting both individual needs and community-based concerns while offering flexibility for future growth and diverse therapy methods.

## **1. Individual Therapy**

- Cognitive Behavioral Therapy (CBT)
- Acceptance and Commitment Therapy (ACT)
- Solution-Focused Brief Therapy (SFBT)
- Eye Movement Desensitization and Reprocessing (EMDR)

## **2. Group Therapy**

- Dialectical Behavior Therapy (DBT) Skills Groups
- Mindfulness-Based Stress Reduction (MBSR)
- Support groups (e.g., for anxiety, depression, young adults, substance use)
- Psychoeducation groups (e.g., stress management, coping skills, parenting skills)

## **3. Family Therapy**

- Systemic Family Therapy
- Behavioral Family Therapy
- Couples Counseling

## **4. Art and Creative Therapy**

- Art Therapy
- Music Therapy

## **5. Play Therapy**

- Primarily for children, focusing on trauma, anxiety, and behavioral concerns.

## **6. Telehealth Services**

- Virtual therapy options to cater to patients preferring remote care or in rural areas.

## **7. Psychoeducation and Wellness Programs**

- Topics on mental health awareness, healthy coping strategies, relationship skills, and career coaching.

## **8. Medication Management**

- Focused on providing psychiatric evaluations, medication prescriptions, and monitoring by psychiatric providers.

---

## **Incorporation of Provider Development and Retention**

In collaboration with CSU Stanislaus and UC Merced, this project will incorporate internship, learning, and hands-on experiences to develop student and newly graduated mental health professionals. The workforce expansion aims to improve access to specialized mental health services in the Central Valley, where provider shortages are common.