

January 17, 2020

NOTICE

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Finance, Property, Services, and Acquisition Committee meeting at 2:30PM on Wednesday, January 22, 2020 in the Kaweah Delta Medical Center – Acequia Wing - Executive Office Conference Room {400 W. Mineral King, Visalia}.

The disclosable public records related to agendas are available for public inspection at Kaweah Delta Medical Center – Acequia Wing, Executive Offices (Administration Department) {1st floor}, 400 West Mineral King Avenue, Visalia, CA and on the Kaweah Delta Health Care District web page http://www.kaweahdelta.org.

KAWEAH DELTA HEALTH CARE DISTRICT David Francis, Secretary/Treasurer

Cindy Moccio

Board Clerk, Executive Assistant to CEO

DISTRIBUTION:

Governing Board Legal Counsel Executive Team Chief of Staff

http://www.kaweahdelta.org

Cindy mocrio

KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS FINANCE, PROPERTY, SERVICES & ACQUISITION COMMITTEE

Wednesday, January 22, 2020

Kaweah Delta Medical Center / 400 West Mineral King Executive Office Conference Room (1st floor Acequia Wing)

ATTENDING:

Directors: David Francis (chair) & Nevin House; Thomas Rayner, SVP & COO; Malinda Tupper, VP & CFO; Dianne Cox, VP of Human Resources; Jennifer Stockton, Director of Finance; Deborah Volosin, Director of Community Engagement, Kelsie Davis, Recording

OPEN MEETING – 2:30PM

CALL TO ORDER – David Francis

PUBLIC / MEDICAL STAFF PARTICIPATION - Members of the public wishing to address the Committee concerning items not on the agenda and within the subject matter jurisdiction of the Committee may step forward and are requested to identify themselves at this time. Members of the public or the medical staff may comment on agenda items after the item has been discussed by the Committee but before a Committee recommendation is decided. In either case, each speaker will be allowed five minutes.

- **1. FINANCIALS** Review of the most current fiscal year financial results. Malinda Tupper, VP & Chief Financial Officer
- 2. KAWEAH DELTA MEDICAL FOUNDATION Annual review of Kaweah Delta Medical Foundation.

Paul Schofield, CEO and Coby LaBlue, CFO – Kaweah Delta Medical Foundation

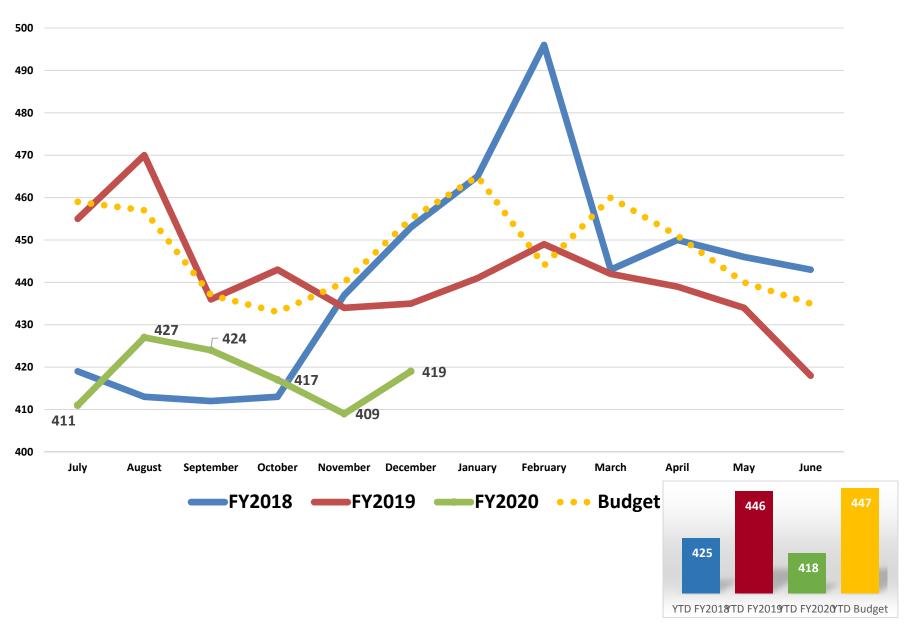
- 3. 2020 BOND FINANCING Review of Resolution 2066, a resolution of the Board of Directors of Kaweah Delta Health Care District authorizing the issuance of its revenue bonds, Series 2020, and the execution and delivery of an eleventh supplemental indenture, an escrow deposit agreement and certain related matters. Review of (TEFRA) Resolution 2067, a resolution of the Board of Directors of Kaweah Delta Health Care District approving the issuance of its revenue bonds, Series 2020.
 - Malinda Tupper, VP & Chief Financial Officer, Jennifer Stockton, Director of Finance
- **4. TULARE CLINIC** Status report relative to the development of the Tulare Clinic. Marc Mertz, Vice President of Strategic Planning and Business Development and Julieta Moncada, Facilities Planning Director
- 5. 2015B REVENUE BOND STATUS REPORT Status report and next steps for projects. Julieta Moncada, Facilities Planning Director

ADJOURN – David Francis

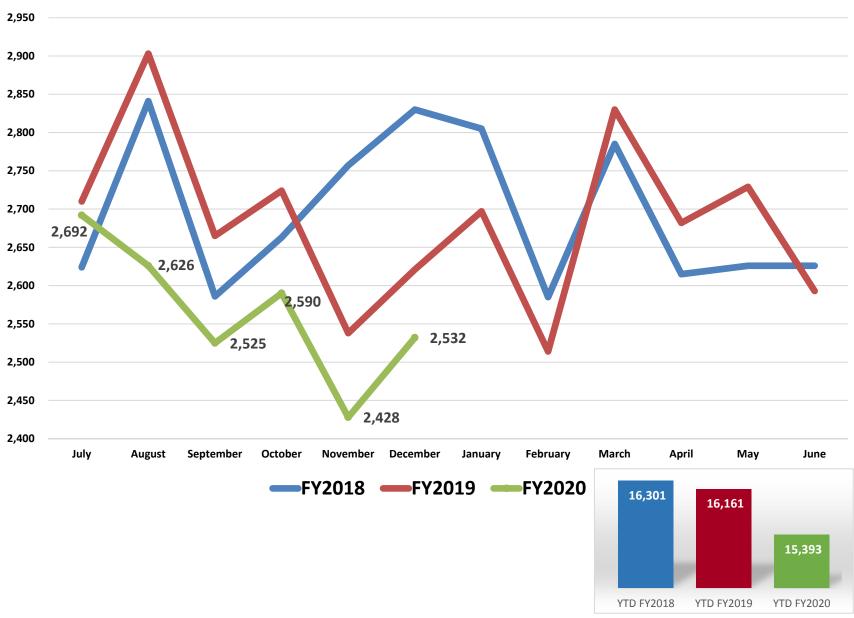
In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.



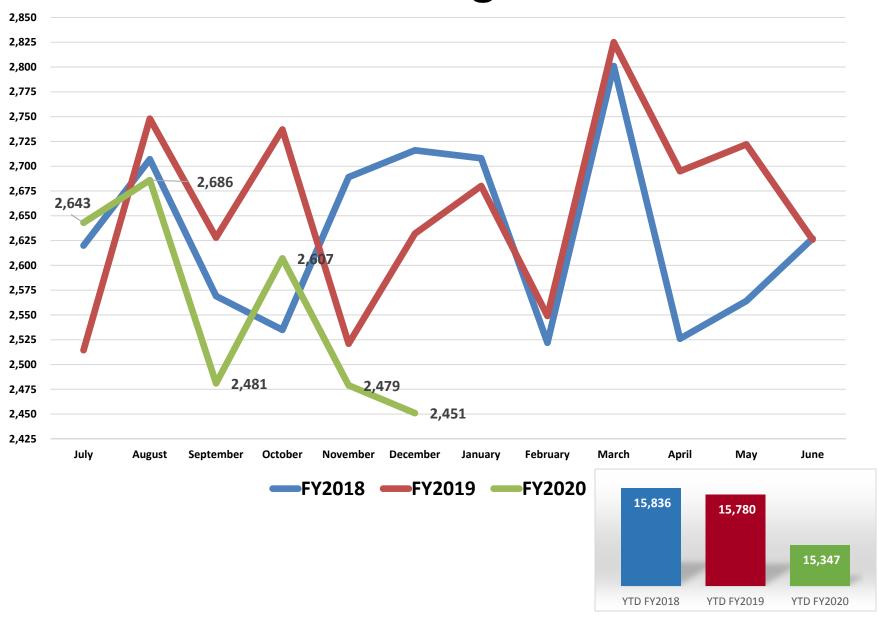
Average Daily Census



Admissions



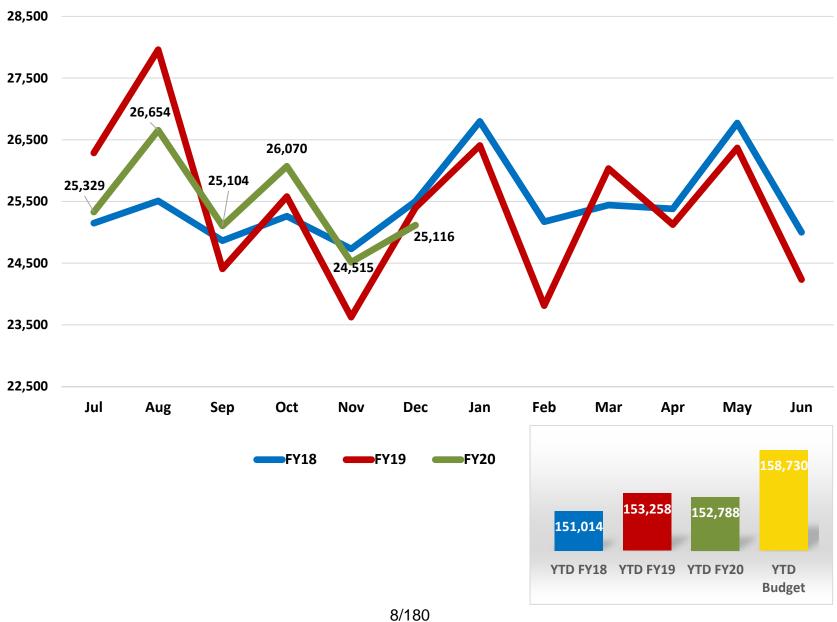
Discharges



Outpatient Registrations per Day



Adjusted Patient Days



Statistical Results – Fiscal Year Comparison (December)

	Actual Results		Budget	Budget Variance		
	Dec 2018	Dec 2019	% Change	Dec 2019	Change	% Change
Average Daily Census	435	419	(3.7%)	455	(36)	(8.0%)
KDHCD Patient Days:						
Medical Center	8,805	8,220	(6.6%)	9,226	(1,006)	(10.9%)
Acute I/P Psych	1,473	1,443	(2.0%)	1,478	(35)	(2.4%)
Sub-Acute	966	916	(5.2%)	955	(39)	(4.1%)
Rehab	411	579	40.9%	537	42	7.8%
TCS-Ortho	369	418	13.3%	402	16	4.0%
TCS	508	600	18.1%	525	75	14.3%
NICU	366	373	1.9%	376	(3)	(0.8%)
Nursery	599	444	(25.9%)	621	(177)	(28.5%)
Total KDHCD Patient Days	13,497	12,993	(3.7%)	14,120	(1,127)	(8.0%)
Total Outpatient Volume	33,852	37,479	10.7%	35,917	1,562	4.3%

Statistical Results – Fiscal Year Comparison (Jul-Dec)

	A	ctual Result	ts	Budget	Budget \	Budget Variance	
	FYTD 2019	FYTD 2020	% Change	FYTD 2020	Change	% Change	
Average Daily Census	445	418	(6.2%)	447	(29)	(6.6%)	
KDHCD Patient Days:							
Medical Center	52,879	48,325	(8.6%)	52,389	(4,064)	(7.8%)	
Acute I/P Psych	8,619	8,568	(0.6%)	8,740	(172)	(2.0%)	
Sub-Acute	5,644	5,433	(3.7%)	5,680	(247)	(4.3%)	
Rehab	3,344	3,242	(3.1%)	3,588	(346)	(9.6%)	
TCS-Ortho	2,233	2,524	13.0%	2,402	122	5.1%	
TCS	2,861	2,997	4.8%	3,110	(113)	(3.6%)	
NICU	2,829	2,604	(8.0%)	2,718	(114)	(4.2%)	
Nursery	3,562	3,180	(10.7%)	3,648	(468)	(12.8%)	
Total KDHCD Patient Days	81,971	76,873	(6.2%)	82,275	(5,402)	(6.6%)	
Total Outpatient Volume	216,608	232,511	7.3%	229,821	2,690	1.2%	

Other Statistical Results – Fiscal Year Comparison (December)

		Actual I	Results		Budget	Budget	Variance
	Dec 2018	Dec 2019	Change	% Change	Dec 2019	Change	% Change
Adjusted Patient Days	25,399	25,116	(283)	(1.1%)	27,082	(1,966)	(7.3%)
Outpatient Visits	33,852	37,479	3,627	10.7%	35,917	1,562	4.2%
Endoscopy Procedures (I/P & O/P)	371	634	263	70.9%	371	263	41.5%
Home Health Visits	2,156	2,691	535	24.8%	2,692	(1)	(0.0%)
Urgent Care - Demaree	2,108	2,611	503	23.9%	2,587	24	0.9%
Radiation Oncology Treatments (I/P & O/P)	1,965	2,305	340	17.3%	2,035	270	11.7%
Surgery Minutes –General & Robotic	954	1,113	159	16.7%	1,238	(125)	(11.2%)
Physical & Other Therapy Units	16,352	18,691	2,339	14.3%	17,355	1,336	7.1%
ED Total Registered Visits	6,616	7,419	803	12.1%	7,924	(505)	(6.8%)
Radiology/CT/US/MRI Proc (I/P & O/P)	13,894	15,017	1,123	8.1%	15,343	(326)	(2.2%)
O/P Rehab Units	16,596	17,790	1,194	7.2%	18,841	(1,051)	(5.9%)
Cath Lab Minutes (IP & OP)	355	375	20	5.6%	394	(19)	(5.1%)
Home Infusion Days	11,102	11,691	589	5.3%	10,901	790	6.8%
Hospice Days	3,322	3,486	164	4.9%	3,405	81	2.3%
GME Clinic visits	853	866	13	1.5%	1,240	(374)	(43.2%)
KDMF RVU	29,091	27,274	(1,817)	(6.2%)	32,174	(4,900)	(18.0%)
Dialysis Treatments	1,964	1,732	(232)	(11.8%)	1,853	(121)	(7.0%)
Urgent Care - Court	4,494	3,963	(531)	(11.8%)	4,745	(782)	(19.7%)
OB Deliveries	416	340	(76)	(18.3%)	424	(84)	(24.7%)

Other Statistical Results – Fiscal Year Comparison (Jul-Dec)

		Actual I	Results	Budget	Budget Variance		
	FY 2019	FY 2020	Change	% Change	FY 2020	Change	% Change
Adjusted Patient Days	153,276	152,784	(492)	(0.3%)	158,730	(5,946)	(3.7%)
Outpatient Visits	216,608	232,511	15,903	7.3%	229,821	2,690	1.2%
Urgent Care - Demaree	7,135	12,023	4,888	68.5%	10,885	1,138	10.5%
Endoscopy Procedures (I/P & O/P)	2,879	3,741	862	29.9%	2,879	862	29.9%
Home Health Visits	14,013	16,951	2,938	21.0%	15,825	1,126	7.1%
KDMF RVU	176,229	198,771	22,542	12.8%	198,224	547	0.3%
Radiation Oncology Treatments (I/P & O/P)	11,677	12,825	1,148	9.8%	12,210	615	5.0%
Hospice Days	19,416	20,756	1,340	6.9%	20,005	751	3.8%
ED Total Registered Visits	41,966	44,050	2,084	5.0%	45,808	(1,758)	(3.8%)
Physical & Other Therapy Units	104,418	108,962	4,544	4.4%	108,955	7	0.0%
Surgery Minutes – General & Robotic	6,093	6,304	211	3.5%	7,263	(959)	(13.2%)
Radiology/CT/US/MRI Proc (I/P & O/P)	87,887	90,856	2,969	3.4%	92,054	(1,198)	(1.3%)
GME Clinic visits	5,932	6,122	190	3.2%	7,360	(1,238)	(16.8%)
Cath Lab Minutes (IP & OP)	2,167	2,223	56	2.6%	2,359	(136)	(5.8%)
O/P Rehab Units	114,036	115,260	1,224	1.1%	122,546	(7,286)	(5.9%)
Dialysis Treatments	11,504	11,319	(185)	(1.6%)	10,851	468	4.3%
Home Infusion Days	67,910	66,612	(1,298)	(1.9%)	66,963	(351)	(0.5%)
OB Deliveries	2,530	2,319	(211)	(8.3%)	2,544	(225)	(8.8%)
Urgent Care - Court	25,506	21,244	(4,262)	(16.7%)	24,837	(3,593)	(14.5%)

December Financial Comparison (000's)

	A	ctual Resu	lts	Budget	Budget '	Variance	
	Dec 2018	Dec 2019	% Change	Dec 2019	Change	% Change	Explanation
Operating Revenue							
Net Patient Service Revenue	43,717	51,458	17.7%	50,863	\$595	1.2%	See highlights slide
Supplemental Gov't Programs	6,429	4,185	(34.9%)	4,319	(134)	(3.1%)	
Prime Program	997	999	0.2%	905	93	10.3%	
Premium Revenue	3,027	3,748	23.8%	3,498	250	7.2%	
Management Services Revenue	2,533	2,621	3.5%	2,322	300	12.9%	
Other Revenue	1,746	1,989	13.9%	1,683	306	18.2%	See highlights slide
Other Operating Revenue	14,732	13,542	(8.1%)	12,727	816	6.4%	
Total Operating Revenue	58,449	65,001	11.2%	63,590	1,411	2.2%	
Operating Expenses							
Salaries & Wages	24,243	25,726	6.1%	25,769	(43)	(0.2%)	
Contract Labor	1,111	·	22.1%	332	1,025	309.1%	
Employee Benefits	5,761	·	1.7%		(321)	(5.2%)	
Total Employment Expenses	31,115		5.9%	32,277	661	2.0%	
Medical & Other Supplies	10,329	10,521	1.9%	9,428	1,093	11.6%	See highlights slide
Physician Fees	7,023	*	1.3%	7,909	(795)	(10.1%)	See highlights slide
Purchased Services	2,639	•	7.9%	2,891	(43)	(10.1%)	See riigriligrits siide
Repairs & Maintenance	1,996	-	5.6%	2,091	(135)	(6.0%)	
Utilities	407	·	45.8%	508	85	16.7%	
Rents & Leases	594		(13.8%)	531	(19)	(3.6%)	
Depreciation & Amortization	2,527		(3.0%)	2,681	(231)	(8.6%)	
Interest Expense	463	·	(5.2%)	524	(85)	(16.2%)	
Other Expense	1,571		16.1%	1,797	26	1.5%	
Management Services Expense	2,538	·	6.5%	2,285	418	18.3%	
Total Operating Expenses	61,202		4.7%	63,073	976	1.5%	
Operating Margin	(\$2,754)		134.6%	\$516	\$435	84.2%	
Nonoperating Revenue (Loss)	614		18.4%	670	56	8.4%	
Excess Margin	(\$2,140)	\$1,678	178.4%	\$1,187	\$491	41.4%	

Operating Margin %	(4.7%)	1.5%	0.8%
Excess Margin %	(3.6%)	2.6%	1.8%

YTD Financial Comparison (000's)

	Actual	Results FYTD	Jul-Dec	Budget FYTD	Budget Var	riance FYTD
	FYTD2019	FYTD2020	% Change	FYTD2020	Change	% Change
Operating Revenue						
Net Patient Service Revenue	284,237	303,204	6.7%	305,874	(\$2,670)	(0.9%)
Supplemental Gov't Programs	24,471	25,380	3.7%	25,915	(535)	(2.1%)
Prime Program	8,823	6,366	(27.8%)	5,431	935	17.2%
Premium Revenue	18,037	22,996	27.5%	20,987	2,008	9.6%
Management Services Revenue	15,359	16,191	5.4%	15,717	473	3.0%
Other Revenue	12,540	11,062	(11.8%)	10,652	410	3.8%
Other Operating Revenue	79,230	81,994	3.5%	78,703	3,291	4.2%
Total Operating Revenue	363,467	385,199	6.0%	384,577	622	0.2%
Total Operating Revenue	303,401	303,133	0.070	304,311	- OLL	0.270
Operating Expenses						
Salaries & Wages	143,728	152,187	5.9%	152,807	(620)	(0.4%)
Contract Labor	7,675	6,358	(17.2%)	1,872	4,487	239.7%
Employee Benefits	35,211	37,466	6.4%	36,645	821	2.2%
Total Employment Expenses	186,614	196,012	5.0%	191,324	4,688	2.5%
Medical & Other Supplies	59,462	57,949	(2.5%)	56,148	1,800	3.2%
Physician Fees	41,970	44,411	5.8%	47,474	(3,062)	(6.5%)
Purchased Services	41,970 17,599	21,454	21.9%	17,203	4,251	(0.5%) 24.7%
	12,629	12,736	0.9%	13,431	4,251 (694)	(5.2%)
Repairs & Maintenance Utilities	3,047	3,214	5.5%	3,015	(694) 199	(5.2%) 6.6%
Rents & Leases	3,047 3,113	3,214 3,125	0.4%	3,186	(61)	(1.9%)
Depreciation & Amortization	15,097	14,921	(1.2%)	15,262	· · · · · · · · · · · · · · · · · · ·	(2.2%)
•	2,712	2,650	· · · · · · · · · · · · · · · · · · ·	·	(341)	, , ,
Interest Expense	•	·	(2.3%) 4.1%	3,143	(492)	(15.7%)
Other Expense	9,468	9,852		10,666	(814)	(7.6%)
Management Services Expense	15,078	15,978	6.0%	15,467	510	3.3%
Total Operating Expenses	366,789	382,303	4.2%	376,319	5,983	1.6%
Operating Margin	(\$3,322)	\$2,896	187.2%	\$8,258	(\$5,362)	(64.9%)
Nonoperating Revenue (Loss)	3,236	8,034	148.3%	3,985	4,049	101.6%
Excess Margin	(\$86)	\$10,930	12826.2%	\$12,243	(\$1,313)	(10.7%)

Operating Margin %	(0.9%)	0.8%	2.1%
Excess Margin %	(0.0%)	2.8%	3.2%

Kaweah Delta Medical Foundation Fiscal Year Financial Comparison (000's)

	Actual Ro	esults FYTD D	December	Budget FYTD	FYTD	
	Jul - Dec 2018	Jul - Dec 2019	% Change	Jul – Dec 2019	Change	% Change
Operating Revenue						
Net Patient Service Revenue	\$21,478	\$22,374	4.2%	\$23,498	(\$1,124)	(4.8%)
Other Operating Revenue	348	144	(58.7%)	318	(174)	(54.7%)
Total Operating Revenue	21,826	22,518	3.2%	23,816	(1,297)	(5.4%)
Operating Expenses						
Salaries & Wages	5,703	5,790	1.5%	6,098	(308)	(5.1%)
Contract Labor	82	48	(41.8%)	0	48	0.0%
Employee Benefits	1,333	1,444	8.3%	1,452	(8)	(0.6%)
Total Employment Expenses	7,119	7,282	2.3%	7,550	(268)	(3.6%)
Medical & Other Supplies	3,091	2,856	(7.6%)	3,126	(269)	(8.6%)
Physician Fees	10,728	12,082	12.6%	12,859	(777)	(6.0%)
Purchased Services	583	632	8.5%	325	308	94.8%
Repairs & Maintenance	984	948	(3.6%)	1,311	(363)	(27.7%)
Utilities	243	193	(20.5%)	211	(18)	(8.7%)
Rents & Leases	1,370	1,338	(2.3%)	1,434	(96)	(6.7%)
Depreciation & Amortization	588	554	(5.8%)	528	26	4.9%
Interest Expense	13	6	(51.7%)	12	(6)	(49.1%)
Other Expense	821	901	9.7%	919	(19)	(2.0%)
Total Operating Expenses	25,538	26,793	4.9%	28,276	(1,484)	(5.2%)
Excess Margin	(\$3,712)	(\$4,274)	(15.2%)	(\$4,461)	\$187	4.2%
Excess Margin %	(17.0%)	(19.0%)		(18.7%)]	

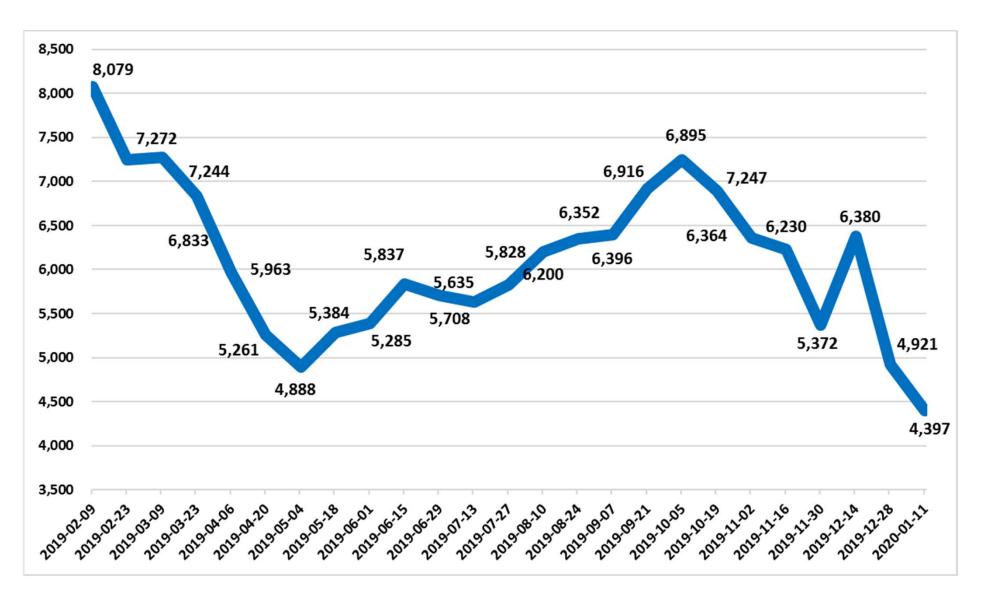
Highlights – Budget Variances

December

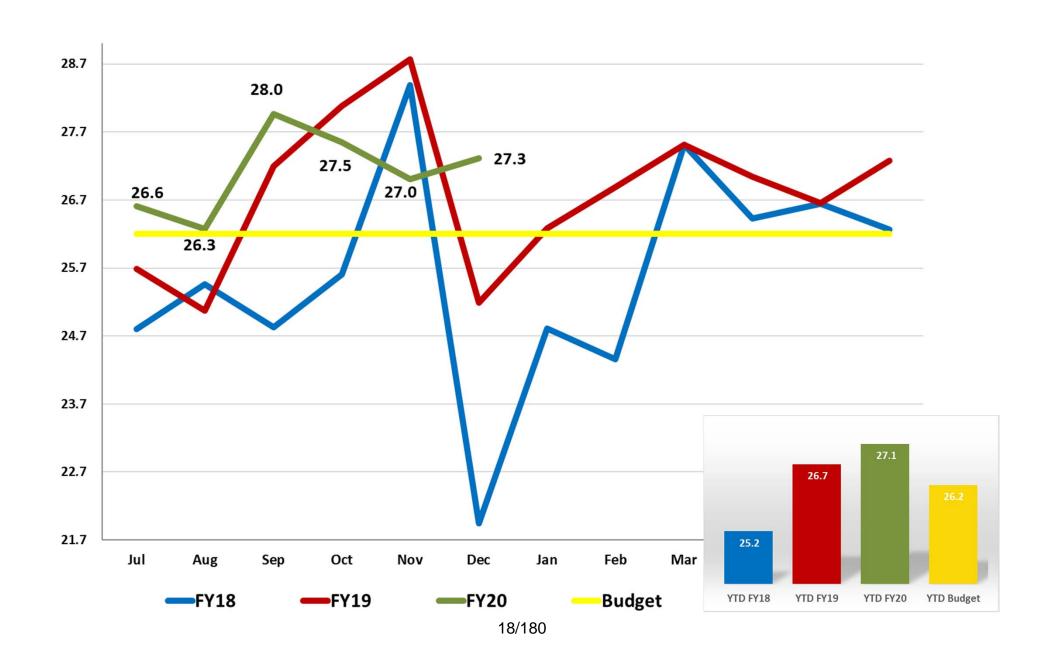
- Net Patient Revenue: The primary reason for the \$595K favorable variance in December is due to the recognition of \$485K Medicare payment for Acute Rehabilitation probe audit settlement.
- Other Operating Revenue: The favorable variance of \$306K in December is due to the timing of recognition of income from joint ventures as well as a favorable variance in retail pharmacy revenue.
- Operating Expenses, Medical and other supplies: \$1.1M unfavorable variance in December
 - 1. Prosthesis and chargeable supplies \$495K unfavorable variance due to timing of invoices paid, inventory adjustment.
 - 2. Medical surgical supplies \$304K unfavorable variance (mainly cardiac and surgical areas) primarily due to the increase in volume of cases.
 - 3. Minor medical equipment \$223K unfavorable variance due to the close out of various construction projects and also the purchase of Alaris pumps.
- Operating Expenses, Physician fees: Experienced a \$795K favorable variance in December due to lower patient volumes at KDMF (\$400K) and favorable collections on physician service agreements.

Contract Labor Hours

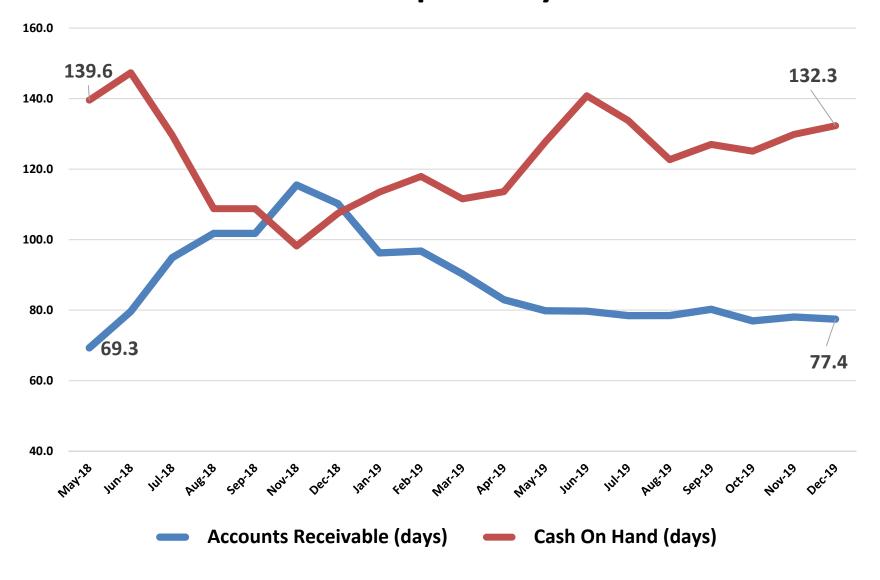
Note: as of 1/15/2020 there were 37 RN, 22 Clerical, 6 Techs active. Pending 8 to start and 12 open requests



Productivity: Worked Hours/Adjusted Patient Days



Trended Liquidity Ratios



Operation Bottom Line FY 2020

- Legal Expense
- Consultant Expense
- Professional Billing / Fees
- Employee Benefits (complete)
- Clinical Education
- Telephone
- Credit Cards (rebate component complete)
- Purchase Services: Forms, Medical Waste, Scrubs, Fleet, Courier, Landscaping, Shredding, IT
- Implant Review & Process (implant review complete)
- Supply Costs / Custom Packs
- Charge Master Update (complete)
- PAR Level analysis (complete)
- UDC Underpayment / Denials Committee
- Service Line Analysis



Material Mgmt Savings Initiative

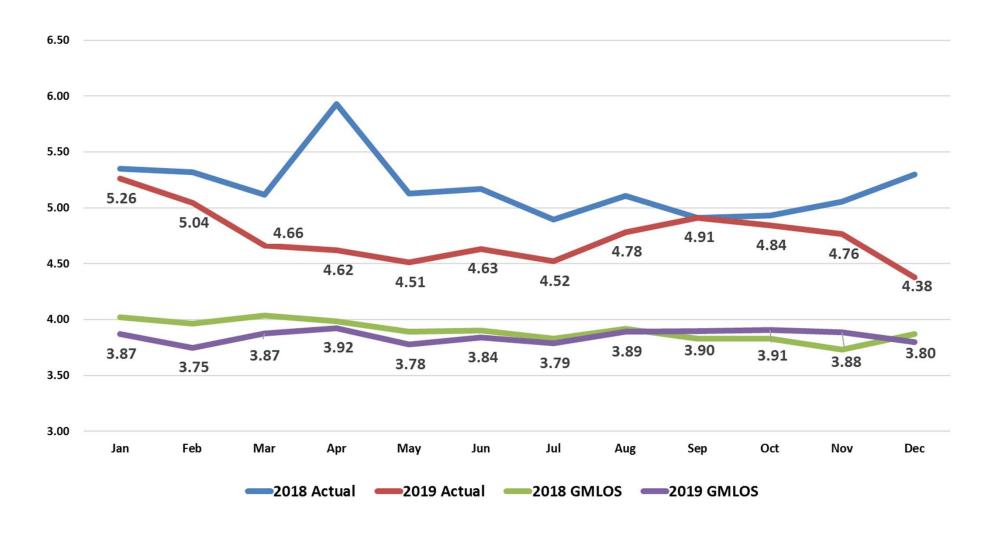
Calendar 2019 - Represents 93 projects

One Time	Annual Cost	Annual	
Savings/Credit	Avoidance	Savings	Go Live Date
\$ 1,093,684	\$ 1,592,725	\$2,364,528	\$ 5,050,936

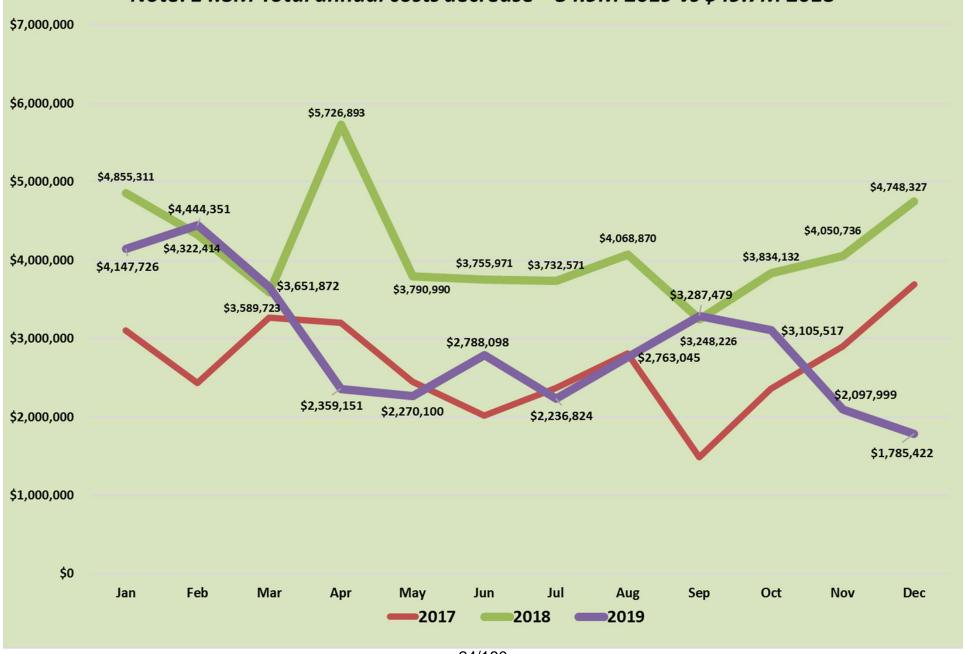
Kaweah Delta Supply Analysis					
FY 2020 - 6 month report					
	FY19 Total		FY20 Total	В	udget FY20
Adjusted Patient Days	153,313		152,787		152,99 8
Gross patient revenue	\$ 1,113,823,902	\$	1,177,530,935	\$1	,184,558,500
Net patient revenue	\$ 284,237,263	\$	303,204,401	\$	304,602,500
Supplies expense per adjusted patient day	\$ 36 8	\$	361	\$	343
Supplies expense as pct of gross patient revenue	5.1%		4.7%		4.4%
Supplies expense as pct of net patient revenue	19.8%		18.2%		17.2%
Supply expense EROE - CO#1 (Supply Cost + Pharm)	\$ 56,370,812	\$	55,092,510	\$	52,480,000

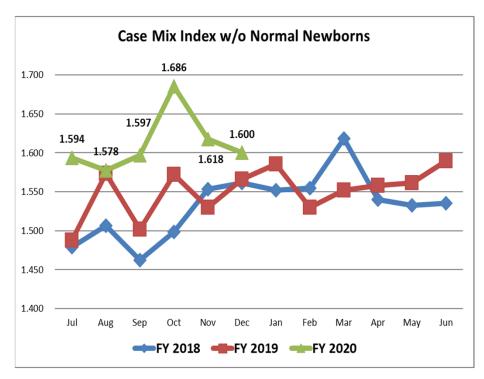
Saving Initiative Examples Reprocessing -BD Lab price Durapore tape VAC -LMA products VAC -\$366K discrepancy - \$89K \$2K \$6K Beckman Coulter new Edwards sourcing -Medline price DME - \$123K tier - \$9K \$28K discrepancy - \$15K **Shredding Contract -**EHOB Products change Mesh change VAC -Bioseal sourcing - \$7K \$30K VAC - \$81K \$62K Cannula change VAC -Neotech new tier -Capital Negotiations **Encompass** price \$326K \$2K discrepancy - \$23K \$2K 5 hole paper switch Cardinal price Optifreight new tier -Ethicon price vendors – \$32K discrepancy - \$16K discrepancy - \$35K \$2K Acist price Cath IC and CRM Exam gloves price Photofix patch VAC discrepancy \$33K discrepancy - \$12K \$1.3M \$1K Actim Prom VAC -Clip applier price Service contract Gravity set VAC – \$7K discrepancy - \$98K \$14K negotiations \$160K Compression sleeves Adhesive tape Hovermat conversion Sternal new tier \$31K remover VAC -\$3K new tier - \$36K VAC - \$74K Allergan new tier -Convatec price Huber needles new Stethoscopes change \$10K discrepancy - \$15K VAC - \$7K tier \$7K Ambu price Credits urology items -Surgical incontinence IM system VAC – \$4K discrepancy - \$4K new price tier - \$19K \$27K

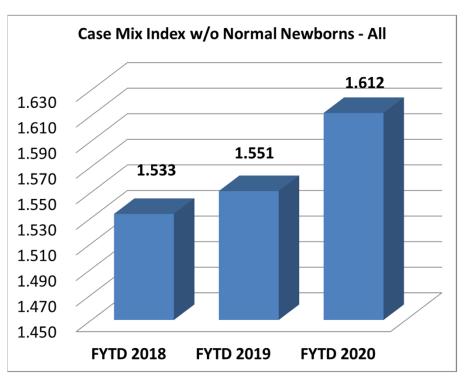
Average Length of Stay versus National Average (GMLOS)

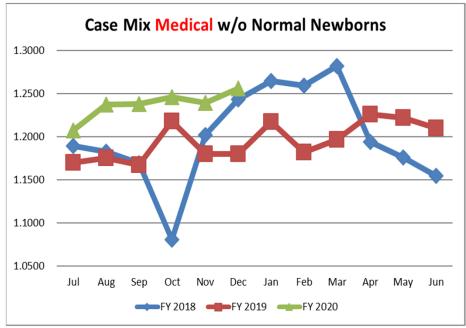


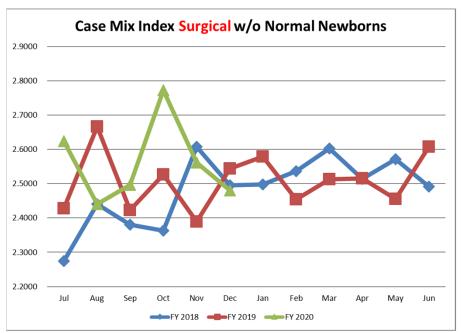
Opportunity Cost for Reducing LOS to National Average (GMLOS) Note: 14.8M Total annual costs decrease = 34.9M 2019 vs \$49.7M 2018











2020 Revenue Bond Funding Highlights

- Private Placement with Signature Public Funding: 15 year term, 8.75 year average life, 2.37% fixed rate.
 Anticipated closing date is on or before 1/31/2020.
- Reason: To fund capital projects at tax exempt rates which yield a lower cost of capital than traditional lease or bank financing. Secured by District revenues.
- <u>Series A: Government Bond</u> \$8.2M to fund surgical robot and FY2020 capital including PET CT, Laboratory, Cardiac Cath Lab, and Radiology equipment.
- <u>Series B: 501c(3) Bond</u> \$6.8M to fund Tulare Clinic
 (TEFRA Hearings required City of Tulare and District)

Debt Capacity, Liquidity and 10 year forecast

Debt capacity

- Health & Safety Code:
- Capped at 50% of three year average of total revenue for Revenue bonds (11-30 year term) currently \$220 million capacity.
- Bond covenants:
- limitation on additional indebtedness, must achieve 1.5 times Maximum Annual Debt Service (MADS) coverage based upon average of prior two years audited financial statements.
- must budget 1.75 times and achieve 1.10 times MADS each fiscal year end.
- ➤ Audited FY19 MADS coverage was 4.0 times. MADS coverage for 2020 revenue bond pro forma is 3.5 times.
- Impact on ratings (Moody's coming in Feb):
- ➤ 2018 Moody's Median ratios for A3 hospitals 4.2 times MADS coverage; 35.9% debt to capitalization ratio.

Liquidity

- > Bond Covenants require 90 days cash on hand at fiscal year end.
- > Audited FY19 consolidated 150.1 days cash on hand.
- ➤ 2018 Moody's Median ratios for A3 hospitals 183.5 days cash on hand.

Kaweah Delta Health Care District

Limitation on Indebtedness (Health & Safety Code)

	2017	2018	2019	Average	
Total Operating Revenue Total Nonoperating Revenue	\$ 643,821,000 6,514,000	\$ 710,986,000 6,801,000	\$ 751,573,000 15,453,000	\$ 702,126,667 9,589,333	
Total Revenues	\$ 650,335,000	\$ 717,787,000	\$ 767,026,000	711,716,000	
Health & Safety Code Factor			<u>85%</u>	50%	
Allowable as Promisory Notes (Sec. 3)	2130.2)		\$ 610,118,950		
Allowable as Revenue Bonds (Sec. 32	315)			\$ 355,858,000	
			Promissory Notes (1-10 years)	Revenue Bonds	Total
Existing and Proposed Debt:			(1-10 years)	(11-30 years)	IOtal
Capital Leases 2012 Bonds 2015 A Bonds 2015 B Bonds 2017 A/B Bonds 2017 C Bonds 2020 A/B Bonds			\$ 1,730,292 11,290,000 16,322,000 515,000 14,471,000 46,271,000 8,420,000	97,910,000 18,991,000 12,417,000 6,750,000	\$ 1,730,292 11,290,000 16,322,000 98,425,000 33,462,000 58,688,000 15,170,000
Total Debt			99,019,292	136,068,000	\$ 235,087,292
Allowable Debt (see above)			610,118,950	355,858,000	
Additional Available Debt			\$ 511,099,658	\$ 219,790,000	

Kaweah Delta Health Care District

Limitation on Indebtedness (Section 6.05 (a)(ii) of the Indenture)

		2018	 2019	 Average
Income Available to Meet Debt Service:				
Income (Loss) Before Contributions Add Depreciation & Amortization Add Interest Expense	*	27,352,000 25,681,000 3,177,000	\$ 27,908,000 30,851,000 3,964,000	 27,630,000 28,266,000 3,570,500
Income Available to Meet Debt Service Current Maximum Annual Debt Service (MADS)	\$	56,210,000	\$ 62,723,000	\$ 59,466,500 16,928,733
Current MADS Coverage Ratio				3.51

Minimum MADS Ratio Required Under Existing Bond Indenture:

Budgeted Each Fiscal Year	1.75
Actual at End of Each Fiscal Year (w/ 75 Days Cash on Hand)	1.10
Proforma to Issue New Debt	1.50

Maximum amount of annual debt service based on 1.75 \$33,980,857

CONSOLIDATED INCOME STATEMENT (000's)

FISCAL YEAR 2019 & 2020

	(Operating	Rev	/enue		Operating Expenses																	
			(Other	Operating							(Other	O	perating			N	on-				
	Ne	t Patient	Ор	erating	Revenue	P	ersonnel	Ph	ysician	S	upplies	Ор	erating	E	xpenses	Ор	erating	Ope	rating			Operating	Excess
Fiscal Year	Re	evenue	Re	evenue	Total	E	Expense		Fees	E	xpense	E>	pense		Total	lr	come	Inc	ome	Net	Income	Margin %	Margin
2019																							
Jul-18		49,124		11,390	60,514		30,147		6,300		9,585		12,701		58,733		1,781		434		2,215	2.9%	3.6%
Aug-18		52,124		11,439	63,563		31,602		7,668		10,624		12,980		62,874		689		482		1,171	1.1%	1.8%
Sep-18		46,634		11,659	58,293		29,835		6,524		8,862		13,361		58,582		(289)		912		624	(0.5%)	1.1%
Oct-18		48,769		11,644	60,413		32,849		7,145		9,867		13,066		62,927		(2,514)		345		(2,169)	(4.2%)	(3.6%)
Nov-18		43,870		18,365	62,235		31,066		7,310		10,195		13,900		62,470		(235)		449		214	(0.4%)	0.3%
Dec-18		43,717		14,732	58,449		31,115		7,023		10,329		12,736		61,202		(2,754)		614		(2,140)	(4.7%)	(3.6%)
Jan-19		44,312		18,178	62,489		34,290		6,624		8,909		13,104		62,927		(438)		460		22	(0.7%)	0.0%
Feb-19		45,261		15,334	60,595		30,249		6,989		9,473		13,280		59,991		604		565		1,169	1.0%	1.9%
Mar-19		48,012		18,073	66,085		32,229		6,775		9,219		13,606		61,830		4,255		3,325		7,580	6.4%	10.9%
Apr-19		45,828		17,318	63,146		31,272		7,105		9,209		15,748		63,334		(188)		604		416	(0.3%)	0.7%
May-19		47,078		18,515	65,594		32,104		8,403		9,728		13,265		63,501		2,093		585		2,678	3.2%	4.0%
Jun-19		47,183		24,376	71,558		29,357		7,655		6,865		15,114		58,992		12,566		3,562		16,128	17.6%	21.5%
2019 FY Total	\$	561,911	\$	191,023	\$ 752,933	\$	376,115	\$	85,521	\$	112,866	\$	162,861	\$	737,363	\$	15,570	\$ 1	12,337	\$	27,907	2.1%	3.6%
2020				_																			
Jul-19		51,799		13,802	65,601		32,948		7,266		8,683		13,597		62,494		3,107		744		3,852	4.7%	5.8%
Aug-19		50,243		13,937	64,181		33,307		7,284		9,986		14,583		65,160		(980)		662		(318)	(1.5%)	(0.5%)
Sep-19		48,185		13,994	62,179		31,582		7,486		8,571		14,182		61,822		356		4,429		4,785	0.6%	7.2%
Oct-19		52,165		13,896	66,061		33,546		8,287		10,551		14,477		66,862		(801)		774		(27)	(1.2%)	(0.0%)
Nov-19		49,354		12,823	62,177		31,690		6,974		9,635		13,616		61,916		261		699		960	0.4%	1.5%
Dec-19		51,458		13,542	65,001		32,939		7,113		10,521		13,476		64,049		951		726		1,678	1.5%	2.6%
2020 FY Total	\$	303,204	\$	81,994	\$ 385,199	\$	196,012	\$	44,411	\$	57,949	\$	83,931	\$	382,303	\$	2,896	\$	8,034	\$	10,930	0.8%	2.8%
FYTD Budget		305,874		78,703	384,577		191,324		47,474		56,148		81,373		376,319		8,258		3,985		12,243	2.1%	3.2%
Variance	\$	(2,670)	\$	3,291	\$ 622	\$	4,688	\$	(3,062)	\$	1,800	\$	2,557	\$	5,983	\$	(5,362)	\$	4,049	\$	(1,313)		
Current Month		•																					
Dec-19	\$	51,458	\$	13,542		\$	-	\$	7,113	\$	10,521	\$	13,476	\$	64,049	\$	951	\$	726	\$	1,678	1.5%	2.6%
Budget		50,863		12,727	63,590		32,277		7,909		9,428		13,459		63,073		516		670		1,187	0.8%	1.8%
Variance	\$	595	\$	816	\$ 1,411	\$	661	\$	(795)	\$	1,093		16	\$	976	\$	435	\$	56		491		

FISCAL YEAR 2019 & 2020

	Patient		Adjusted Patient	I/P	DFR & Bad	Net Patient Revenue/ Ajusted	Personnel Expense/ Ajusted	Physician Fees/ Ajusted	Supply Expense/ Ajusted	Total Operating Expense/ Ajusted	Personnel Expense/ Net Patient	Physician Fees/Net Patient	Supply Expense/ Net Patient	Total Operating Expense/ Net Patient
Fiscal Year	Days	ADC	Days	Revenue %		Patient Day		Patient Day		Patient Day	Revenue	Revenue	Revenue	Revenue
2019														
Jul-18	14,096	455	26,287	53.6%	72.4%	1,869	1,147	240	365	2,234	61.4%	12.8%	19.5%	119.6%
Aug-18	14,569	470	28,016	52.0%	76.0%	1,861	1,128	274	379	2,244	60.6%	14.7%	20.4%	120.6%
Sep-18	13,052	435	24,371	53.6%	73.5%	1,914	1,224	268	364	2,404	64.0%	14.0%	19.0%	125.6%
Oct-18	13,744	443	25,579	53.7%	73.5%	1,907	1,284	279	386	2,460	67.4%	14.7%	20.2%	129.0%
Nov-18	13,013	434	23,625	55.1%	74.9%	1,857	1,315	309	432	2,644	70.8%	16.7%	23.2%	142.4%
Dec-18	13,497	435	25,399	53.1%	76.2%	1,721	1,225	277	407	2,410	71.2%	16.1%	23.6%	140.0%
Jan-19	13,671	441	26,407	51.8%	76.9%	1,678	1,299	251	337	2,383		14.9%	20.1%	
Feb-19	12,584	449	23,811	52.8%	75.9%	1,901	1,270	294	398	2,519	66.8%	15.4%	20.9%	
Mar-19	13,707	442	26,032	52.7%	76.9%	1,844	1,238	260	354	2,375			19.2%	
Apr-19	13,162	439	25,125	52.4%	76.9%	1,824	1,245	283	367	2,521		15.5%	20.1%	
May-19	13,440	434	26,367	51.0%	75.3%	1,785	1,218	319	369	2,408			20.7%	
Jun-19	12,547	418	24,234	51.8%	75.6%	1,947	1,211	316	283	2,434			14.6%	
2019 FY Total	161,082	441	305,353	52.8%	75.4%	1,840	1,232	280	370	2,415	66.9%	15.2%	20.1%	131.2%
2020														
Jul-19	12,744	411	25,329	50.3%	73.8%	2,045	1,301	287	343	2,467			16.8%	
Aug-19	13,240	427	26,654	49.7%	74.8%	1,885	1,250	273	375	2,445			19.9%	
Sep-19	12,712	424	25,104	50.6%	74.1%	1,919	1,258	298	341	2,463			17.8%	
Oct-19	12,924	417	26,070	49.6%	74.6%	2,001	1,287	318	405	2,565			20.2%	
Nov-19	12,260	409	24,515	50.0%	74.4%	2,013	1,293	285	393	2,526			19.5%	
Dec-19	12,993	419	25,116	51.7%	73.8%	2,049	1,311	283	419	2,550			20.4%	
2020 FY Total	76,873	418	152,784	50.3%	74.3%	1,985	1,283	291	379	2,502			19.1%	
FYTD Budget	82,275	447	158,730	51.8%	74.4%	1,927	1,205	299	354	2,463	62.6%		18.4%	
Variance	(5,402)	(29)	(5,946)	(1.5%)	(0.1%)	58	78	(8)	26	39	2.1%	(0.9%)	0.8%	3.1%
Current Mont	h Analysis													
Dec-19	12,993	419	25,116	51.7%	73.8%	2,049	1,311	283	419	2,550	64.0%	13.8%	20.4%	124.5%
Budget	14,120	455	27,082	52.1%	74.7%	1,878	1,192	292	348	2,511	63.5%	15.5%	18.5%	124.0%
Variance	(1,127)	(36)	(1,966)	(0.4%)	(0.9%)	171	120	(9)	71	39	0.6%	(1.7%)	1.9%	0.5%

RATIO ANALYSIS REPORT

DECEMBER 31, 2019

	June 30,							
	Current	Prior	2019	20	2018 Moody's			
	Month	Month	Audited	Media	n Bench	nmark		
	Value	Value	Value	Aa	A	Baa		
LIQUIDITY RATIOS								
Current Ratio (x)	2.8	2.6	2.0	1.6	1.9	2.1		
Accounts Receivable (days)	77.4	78.0	79.6	47.6	45.9	44.4		
Cash On Hand (days)	132.3	129.9	147.3	257.6	215.1	158.0		
Cushion Ratio (x)	18.0	17.7	18.2	36.2	22.5	14.4		
Average Payment Period (days)	45.4	46.5	52.6	73.′	59.2	59.2		
CAPITAL STRUCTURE RATIOS								
Cash-to-Debt	117.6%	115.4%	114.2%	228.8%	167.7%	119.7%		
Debt-To-Capitalization	31.1%	31.3%	33.6%	26.9%	32.2%	40.4%		
Debt-to-Cash Flow (x)	4.1	4.0	4.5	2.3	2.9	3.8		
Debt Service Coverage	3.5	3.6	3.5	6.6	5.2	3.3		
Maximum Annual Debt Service Coverage (x)	3.5	3.6	3.6	6.6	4.7	3.2		
Age Of Plant (years)	13.0	12.9	13.3	10.3	11.8	12.1		
PROFITABILITY RATIOS								
Operating Margin	0.8%	0.6%	3.3%	3.2%	2.2%	0.7%		
Excess Margin	2.8%	2.8%	3.6%	7.0%	5.0%	2.6%		
Operating Cash Flow Margin	5.3%	5.2%	7.6%	9.1%	8.5%	6.8%		
Return on Assets	2.4%	2.4%	3.1%	5.0%	3.9%	2.6%		

KAWEAH DELTA HEALTH CARE DISTRICT CONSOLIDATED STATEMENTS OF NET POSITION (000's)

	Dec-19	Nov-19	Change	% Change	Jun-19
					(Audited)
ASSETS AND DEFERRED OUTFLOWS					
CURRENT ASSETS					
Cash and cash equivalents	\$ 18,191	\$ 8,822	\$ 9,369	106.20%	\$ 4,220
Current Portion of Board designated and trusted assets	13,907	16,988	(3,081)	(18.14%)	12,577
Accounts receivable:					
Net patient accounts	139,339	139,162	176	0.13%	146,605
Other receivables	10,797	9,929	868	8.74%	13,907
	150,136	149,091	1,045	0.70%	160,512
Inventories	10,166	10,410	(244)	(2.34%)	10,479
Medicare and Medi-Cal settlements	48,332	47,736	597	1.25%	30,759
Prepaid expenses	11,159	10,653	506	4.75%	11,510
Total current assets	251,890	243,699	8,191	3.36%	230,057
NON-CURRENT CASH AND INVESTMENTS -					
less current portion					
Board designated cash and assets	256,884	262,283	(5,399)	(2.06%)	278,883
Revenue bond assets held in trust	30,839	33,673	(2,833)	(8.41%)	33,569
Assets in self-insurance trust fund	4,256	4,249	8	0.18%	4,209
Total non-current cash and investments	291,980	300,205	(8,225)	(2.74%)	316,662
CAPITAL ASSETS		·		, ,	
Land	16,989	16,989	-	0.00%	16,137
Buildings and improvements	361,100	360,502	598	0.17%	356,887
Equipment	275,073	274,811	263	0.10%	275,513
Construction in progress	51,225	50,306	919	1.83%	42,299
1 3	704,387	702,608	1,779	0.25%	690,836
Less accumulated depreciation	369,835	367,462	2,373	0.65%	357,681
'	334,551	335,145	(594)	(0.18%)	333,155
Property under capital leases -	,	,	,	,	,
less accumulated amortization	2,750	2,826	(76)	(2.68%)	3,204
Total capital assets	337,302	337,971	(670)	(0.20%)	336,359
OTHER ASSETS	, , , , ,	, ,	()	(3 3 3 3 7	,
Property not used in operations	1,712	1,716	(4)	(0.25%)	3,724
Health-related investments	7,450	7,227	222	3.08%	7,537
Other	10,456	10,461	(5)	(0.05%)	9,706
Total other assets	19,617	19,404	213	1.10%	20,967
Total assets	900,789	901,279	(490)	(0.05%)	904,045
DEFERRED OUTFLOWS	(2,568)	(2,530)	(38)	1.50%	(2,340)
	(=,000)	(2,000)	(30)	1.0070	(2,0.0)
Total assets and deferred outflows	\$ 898,221	\$ 898,749	\$ (528)	(0.06%)	\$ 901,704
	22/190				

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CONSOLIDATED STATEMENTS OF NET POSITION (000's)

	Dec-19	Nov-19	Change	% Change	Jun-19
					(Audited)
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Accounts payable and accrued expenses	\$ 26,728	\$ 31,983	\$ (5,255)	(16.43%)	\$ 35,319
Accrued payroll and related liabilities	55,517	52,409	3,108	5.93%	59,163
Long-term debt, current portion	8,330	8,523	(193)	(2.26%)	9,360
Total current liabilities	90,575	92,915	(2,340)	(2.52%)	103,842
LONG-TERM DEBT, less current portion					
Bonds payable	256,560	256,617	(57)	(0.02%)	258,553
Capital leases	61	68	(7)	(10.95%)	174
Total long-term debt	256,621	256,685	(64)	(0.03%)	258,727
NET PENSION LIABILITY	28,642	29,076	(435)	(1.49%)	31,249
OTHER LONG-TERM LIABILITIES	31,669	31,160	509	1.63%	28,647
Total liabilities	407,507	409,836	(2,329)	(0.57%)	422,465
NET ASSETS					
Invested in capital assets, net of related debt	106,575	109,855	(3,279)	(2.99%)	105,427
Restricted	32,239	35,938	(3,699)	(10.29%)	30,090
Unrestricted	351,900	343,121	8,779	2.56%	343,722
Total net position	490,714	488,913	1,801	0.37%	479,239
Total liabilities and net position	\$ 898,221	\$ 898,749	\$ (528)	(0.06%)	\$ 901,704

KAWEAH DELTA HEALTH CARE DISTRICT SUMMARY OF FUNDS December 31, 2019

	Maturity Investment			G/L			
Board designated funds IS	Date	Yield	Туре		Account	Amount	Total
LAIF		2.04	Various			65,595,994	
CAMP		1.77	CAMP			3,360,142	
	346V203	0.02	Money market			246,565	
•	346V203	0.02	Money market			107,939	
Torrey Pines Bank	5-Mar-20		CD	Torrey Pines Bank		3,022,660	
PFM 8	16-Oct-20		CD	Sumito MTSU		805,000	
PFM 8	16-Nov-20		CD	Swedbank		1,800,000	
PFM 2	8-Jan-21		MTN-C	John Deere		750,000	
Wells Cap 2	8-Jan-21		MTN-C	John Deere		740,000	
PFM 4	20-Jan-21	1.80	MTN-C	IBM		900,000	
PFM 8	16-Feb-21	1.73	ABS	Toyota Auto Recvs		39,086	
Wells Cap C	23-Feb-21	2.25	MTN-C	Apple, Inc		615,000	
PFM 8	12-Mar-21	2.75	MTN-C	Texas Instruments		180,000	
Wells Cap 8	12-Mar-21	2.75	MTN-C	Texas Instruments		630,000	
Wells Cap 8	15-Mar-21	1.71	ABS	Smart Trust		184,023	
PFM 1	1-Apr-21	2.80	Municipal	California ST		530,000	
Wells Cap 1	1-Apr-21	2.63	Municipal .	California ST High		1,250,000	
Wells Cap 7	1-Apr-21	3.54	Municipal .	Sacramento Ca Public		1,200,000	
PFM 2	2-Apr-21		CD	Credit Agricole CD		825,000	
Wells Cap 8	13-Apr-21		MTN-C	Toyota Motor		350,000	
Wells Cap 8	13-Apr-21		MTN-C	Toyota Motor		600,000	
PFM 4	15-Apr-21		ABS	Hyundai Auto		49,943	
PFM C	15-Apr-21		MTN-C	Bank of NY		900,000	
Wells Cap 0	19-Apr-21		MTN-C	Bank of America		435,000	
Wells Cap 0	19-Apr-21		MTN-C	Bank of America		600,000	
PFM 6	21-Apr-21		MTN-C	Morgan Stanley		450,000	
PFM 6	21-Apr-21		MTN-C	Morgan Stanley		450,000	
Wells Cap 6	21-Apr-21		MTN-C	Morgan Stanley		750,000	
Wells Cap 6	29-Apr-21		MTN-C	PNC Bank		525,000	
Wells Cap 6	29-Apr-21		MTN-C	PNC Bank		400,000	
PFM C	5-May-21		MTN-C	American Express		450,000	
PFM C	10-May-21		MTN-C	BB T Corp		450,000	
Wells Cap 1	17-May-21		MTN-C	Caterpillar Finl Mtn		700,000	
PFM 8	19-May-21		MTN-C	State Street Corp		245,000	
Wells Cap 8	21-May-21		MTN-C	Charles Schwab Corp		1,300,000	
PFM 9	24-May-21		MTN-C	US Bancorp		900,000	
Wells Cap 3	14-Jun-21		MTN-C	Fifth Third Bank		800,000	
PFM 3			ABS	Ford Credit Auto		,	
	15-Jun-21 1-Jul-21		-	San Francisco		78,571	
Wells Cap 7 PFM 3	14-Jul-21		Municipal U.S. Govt Agency	FHLB		935,000 950,000	
			,			,	
PFM 4	23-Jul-21		Supra-National Age			1,800,000	
PFM 9	31-Jul-21		U.S. Govt Agency	US Treasury Bill		1,000,000	
Wells Cap 7	1-Aug-21		Municipal	San Diego Ca Community		500,000	
PFM 4	16-Aug-21		ABS	Hyundai Auto		143,926	
Wells Cap 7	1-Sep-21		MTN-C	Ryder System Inc		420,000	
PFM 3	15-Sep-21		ABS	FHLMC		91	
PFM 6	15-Sep-21		MTN-C	Oracle Corp		900,000	
PFM 1	20-Sep-21	1.85	MTN-C	Cisco Systems Inc		800,000	

KAWEAH DELTA HEALTH CARE DISTRICT SUMMARY OF FUNDS December 31, 2019

Wells Cap	3	25-Sep-21	2.99	ABS	FHLMC	1,297,532
PFM	7	6-Oct-21	1.70	MTN-C	Pepsico Inc	1,320,000
PFM	4	15-Oct-21	1.82	ABS	John Deere	163,220
PFM	g	31-Oct-21	1.25	U.S. Govt Agency	US Treasury Bill	290,000
PFM	9	31-Oct-21	2.00	U.S. Govt Agency	US Treasury Bill	1,520,000
PFM	8	15-Nov-21	2.00	ABS	Toyota Auto Recvs	175,955
PFM	g	30-Nov-21	1.88	U.S. Govt Agency	US Treasury Bill	1,200,000
PFM	g	30-Nov-21	1.75	U.S. Govt Agency		2,000,000
PFM	С	15-Dec-21	1.75	ABS	Ally Auto	181,889
PFM	g	31-Dec-21		U.S. Govt Agency	US Treasury Bill	3,600,000
PFM	2	15-Jan-22		MTN-C	Comcast Corp	450,000
PFM	8	18-Jan-22		ABS	Toyota Auto	495,915
Wells Cap	4	24-Jan-22		MTN-C	JP Morgan	1,300,000
Wells Cap	3	25-Jan-22		ABS	FHLMC	1,594,604
Wells Cap	Č	7-Feb-22		MTN-C	Bank of NY	1,000,000
PFM	5	12-Feb-22		MTN-C	Microsoft Corp	450,000
Wells Cap	1	19-Feb-22		MTN-C	Citibank	500,000
PFM	6	8-Mar-22		MTN-C	PNC Funding Corp	494,000
PFM	C	1-Apr-22		MTN-C	BB T Corp	450,000
Wells Cap	C	1-Apr-22		Municipal	Bay Area Ca	1,000,000
Wells Cap	3	5-Apr-22		U.S. Govt Agency	FNMA	920,000
	g	•				
Wells Cap		15-Apr-22		U.S. Govt Agency	US Treasury Bill	900,000
Wells Cap	9	15-Apr-22		U.S. Govt Agency	US Treasury Bill	2,475,000
PFM	1	25-Apr-22		MTN-C	Citigroup	1,000,000
Wells Cap	6	25-Apr-22		MTN-C	National Rural	950,000
Wells Cap	3	26-Apr-22		MTN-C	Goldman Sachs	440,000
PFM	g	15-May-22		U.S. Govt Agency	US Treasury Bill	2,300,000
Wells Cap	9	15-May-22		Municipal	Univ Of CA	400,000
PFM	9	16-May-22		MTN-C	United Parcel	450,000
PFM	С	17-May-22		MTN-C	Bank of America	300,000
Wells Cap	2	18-May-22	2.30	MTN-C	Costco Wholesale	1,000,000
Wells Cap	g	23-May-22	2.65	MTN-C	US Bank NA	1,300,000
Wells Cap	1	25-May-22	2.20	MTN-C	Coca Cola Co	500,000
PFM	С	1-Jun-22	3.38	MTN-C	Blackrock Inc.	395,000
Wells Cap	3	14-Jun-22	1.88	U.S. Govt Agency	FFCB	2,600,000
Wells Cap	g	30-Jun-22	1.75	U.S. Govt Agency	US Treasury Bill	630,000
PFM	g	15-Jul-22		U.S. Govt Agency		2,100,000
Wells Cap	g	15-Jul-22		U.S. Govt Agency		900,000
Wells Cap	6	1-Aug-22		Municipal	Ohlone Ca Cmnty	800,000
Wells Cap	7	1-Aug-22		Municipal	Poway Ca Unif Sch	565,000
Wells Cap	g	15-Aug-22		U.S. Govt Agency	•	580,000
PFM	3	25-Aug-22		ABS	FHLMC	390,000
PFM	6	26-Aug-22		CD	Nordea Bk Abb Ny CD	860,000
PFM	8	26-Aug-22		CD	Skandin Ens CD	845,000
PFM	g	31-Aug-22		U.S. Govt Agency	US Treasury Bill	1,280,000
Wells Cap	g	31-Aug-22		U.S. Govt Agency	US Treasury Bill	590,000
PFM	8	8-Sep-22		MTN-C	Toyota Motor	450,000
	3	9-Sep-22		U.S. Govt Agency	•	300,000
Wells Cap	C	•			BMW Vehicle Owner	
Wells Cap		11-Sep-22		ABS		1,120,000
Wells Cap	C	11-Sep-22		MTN-C	Apple, Inc	600,000
Wells Cap	6	26-Sep-22			Paccar Financial Mtn	375,000
PFM	9			U.S. Govt Agency		750,000
Wells Cap	3	5-Oct-22		U.S. Govt Agency		950,000
Wells Cap	1	27-Oct-22		MTN-C	Citigroup	750,000
Wells Cap	g	31-Oct-22		U.S. Govt Agency	•	3,150,000
Wells Cap	6	1-Nov-22		Municipal	Oregon ST	1,000,000
Wells Cap	g	15-Nov-22		U.S. Govt Agency		700,000
PFM	9	15-Nov-22		U.S. Govt Agency	•	1,000,000
Wells Cap	9	21-Nov-22		ABS	Volkswagon Auto	710,000
Wells Cap	9	30-Nov-22	2.00	U.S. Govt Agency	US Treasury Bill	2,770,000
PFM	2	2-Dec-22	2.04	CD	Dnb Bank Asa Ny CD	630,000
PFM	8	15-Dec-22	3.02	ABS	Toyota Auto	915,000
PFM	4	15-Dec-22	2.70	MTN-C	Intel Corp	415,000
PFM	3	27-Dec-22	2.28	U.S. Govt Agency	FNMA	632,883
PFM	9	31-Dec-22	2.13	U.S. Govt Agency	US Treasury Bill	1,180,000
Wells Cap	С	10-Jan-23		MTN-C	American Honda Mtn	1,000,000
PFM	5	17-Jan-23		ABS	Mercedes Benz Auto	565,000
PFM	1	20-Jan-23		ABS	Citibank Credit	1,900,000
Wells Cap	1	20-Jan-23		ABS	Citibank Credit	1,700,000
PFM	g	31-Jan-23		U.S. Govt Agency		1,200,000
Wells Cap	g	31-Jan-23		U.S. Govt Agency	US Treasury Bill	350,000
Wells Cap	g	28-Feb-23		U.S. Govt Agency		2,100,000
PFM	8	15-Mar-23		MTN-C	3M Company	540,000
PFM	C	15-Mar-23		MTN-C	Berkshire Hathaway	370,000
	·	10 Mai-20	2.73		Domonii o Hadiaway	57 5,000

Wells Cap	6	15-Mar-23	3.06	ABS	Nissan Auto	1,642,596
Wells Cap	8	15-Mar-23	3.18	ABS	Toyota Auto	1,400,000
Wells Cap	4	20-Mar-23		ABS	Honda Auto	1,135,000
Wells Cap	7	1-Apr-23		Municipal	San Diego County	1,275,000
				•	,	
Wells Cap	g	20-Apr-23		ABS	Verizon Owner Trust	600,000
PFM	С	24-Apr-23		MTN-C	Bank of America	640,000
PFM	g	15-May-23	1.75	U.S. Govt Agency	US Treasury Bill	630,000
PFM	g	15-May-23	1.75	U.S. Govt Agency	US Treasury Bill	1,100,000
PFM	g	15-May-23	1.75	U.S. Govt Agency	US Treasury Bill	1,000,000
PFM	3	16-May-23		ABS	GM Financial	415,000
PFM	4	18-May-23		MTN-C	JP Morgan	1,000,000
PFM	g	26-Jun-23		MTN-C	•	
					Walmart Inc.	800,000
Wells Cap	7	1-Jul-23		Municipal	San Francisco	1,070,000
Wells Cap	4	17-Jul-23		ABS	John Deere	400,000
PFM	3	24-Jul-23	2.91	MTN-C	Goldman Sachs	900,000
PFM	3	25-Jul-23	3.20	ABS	FHLMC	230,117
PFM	1	1-Aug-23		Municipal	Chaffey Ca	265,000
PFM	7	1-Aug-23		Municipal	San Diego Ca Community	165,000
PFM	8	1-Aug-23		Municipal	Tamalpais Ca Union	370,000
				•	•	
Wells Cap	6	31-Aug-23		U.S. Govt Agency	US Treasury Bill	1,240,000
PFM	7	1-Sep-23		Municipal	San Jose Ca Ref	765,000
PFM	8	20-Sep-23	3.45	MTN-C	Toyota Motor	550,000
PFM	g	30-Sep-23	1.38	U.S. Govt Agency	US Treasury Bill	1,150,000
PFM	С	10-Oct-23	3.63	MTN-C	American Honda Mtn	395,000
PFM	g	31-Oct-23		U.S. Govt Agency	US Treasury Bill	4,280,000
Wells Cap	g	31-Oct-23		U.S. Govt Agency	US Treasury Bill	550,000
PFM	1					480,000
		15-Nov-23		ABS	Capital One Prime	,
Wells Cap	1	15-Nov-23		ABS	Capital One Prime	900,000
Wells Cap	9	30-Nov-23		U.S. Govt Agency	US Treasury Bill	835,000
Wells Cap	g	30-Nov-23	2.13	U.S. Govt Agency	US Treasury Bill	700,000
Wells Cap	С	15-Dec-23	2.99	ABS	American Express	1,410,000
Wells Cap	g	20-Dec-23	2.33	ABS	Verizon Owner Trust	600,000
PFM	g	31-Dec-23		U.S. Govt Agency	US Treasury Bill	2,605,000
Wells Cap	6	1-Jan-24		Municipal	New York ST	585,000
PFM	6	23-Jan-24		MTN-C	PNC Financial	395,000
Wells Cap	9	31-Jan-24		U.S. Govt Agency	US Treasury Bill	3,575,000
PFM	3	5-Feb-24		U.S. Govt Agency	FNMA	1,110,000
PFM	3	13-Feb-24	2.50	U.S. Govt Agency	FHLB	1,220,000
PFM	g	29-Feb-24	2.38	U.S. Govt Agency	US Treasury Bill	2,110,000
Wells Cap	g	29-Feb-24	2.38	U.S. Govt Agency	US Treasury Bill	2,825,000
PFM	5	7-Mar-24	2.90	MTN-C	Merck Co Inc.	405,000
PFM	7	15-Mar-24		MTN-C	Pfizer Inc.	465,000
PFM	3	25-Mar-24		U.S. Govt Agency	FNMA	460,000
PFM	5				Mastercard Inc.	
		1-Apr-24		MTN-C		395,000
PFM	g	30-Apr-24		U.S. Govt Agency	US Treasury Bill	1,285,000
Wells Cap	g	30-Apr-24		U.S. Govt Agency	US Treasury Bill	500,000
PFM	g	15-May-24	2.50	U.S. Govt Agency	US Treasury Bill	425,000
PFM	g	15-May-24	2.50	U.S. Govt Agency	US Treasury Bill	950,000
Wells Cap	g	31-May-24	2.00	U.S. Govt Agency	US Treasury Bill	4,350,000
Wells Cap	g	31-May-24	2.00	U.S. Govt Agency	US Treasury Bill	500,000
Wells Cap	g	30-Jun-24		U.S. Govt Agency	US Treasury Bill	1,000,000
PFM	g	30-Jul-24		MTN-C	US Bancorp	415,000
Wells Cap	9	31-Jul-24		U.S. Govt Agency	US Treasury Bill	1,850,000
PFM	7	1-Aug-24		Municipal	San Diego Ca Community	80,000
PFM	8	1-Aug-24		Municipal	Tamalpais Ca Union	305,000
PFM	1	15-Aug-24	1.72	ABS	Capital One Multi	1,600,000
Wells Cap	3	16-Aug-24	2.02	MTN-C	Exxon Mobil	1,320,000
PFM .	2	30-Aug-24		MTN-C	Walt Disney Co	780,000
PFM	1	6-Sep-24		MTN-C	Coca Cola Co	425,000
PFM	2	15-Oct-24		MTN-C	Discover Card	615,000
PFM	9	31-Oct-24		U.S. Govt Agency	US Treasury Bill	1,500,000
Wells Cap	9	31-Oct-24		U.S. Govt Agency	US Treasury Bill	650,000
Wells Cap	1	8-Nov-24		MTN-C	Caterpillar Finl Mtn	600,000
PFM	g	15-Nov-24		U.S. Govt Agency	US Treasury Bill	1,500,000
PFM	g	30-Nov-24	1.50	U.S. Govt Agency	US Treasury Bill	1,000,000
Wells Cap	g	30-Nov-24	1.50	U.S. Govt Agency	US Treasury Bill	700,000
Wells Cap	Č	6-Dec-24		MTN-C	Branch Banking Trust	1,300,000
Wells Cap	g	31-Dec-24		U.S. Govt Agency	•	1,000,000
	-	J. DUU 27	0	J.C. Jort Agonoy		.,555,000

	Maturity Date	Yield	Investment I Type		G/L Account	Amount	Total
Self-insurance trust							
Wells Cap Wells Cap			Money market Fixed income - L	π	110900 152300 _	594,742 4,169,879	4,764,621
2012 revenue bonds US Bank			Principal/Interest	t payment fund	142112 _	2,145,189	2,145,189
2015A revenue bonds US Bank			Principal/Interest	payment fund	142115 _	731,931	731,931
2015B revenue bonds US Bank US Bank			Principal/Interest Project Fund	payment fund	142116 152442	351,728 30,882,112	31,233,840
2017A/B revenue bonds US Bank			Principal/Interest	payment fund	142117 _	353,212	353,212
US Bank			Principal/Interest	payment fund	142118 _	503,602	503,602
2014 general obligation bonds LAIF			Interest Payment	t fund	152440 _	1,690,723	1,690,723
<u>Operations</u>							
Wells Fargo Bank Wells Fargo Bank	(Checking) (Savings)	0.20 0.20	Checking Checking		100000 100500	(2,061,524) 16,988,629 14,927,105	
<u>Payroll</u>							
Wells Fargo Bank Wells Fargo Bank Wells Fargo Bank Bancorp	(Checking) (Checking)	0.20 0.20	U	Benesyst Resident Fund	100100 100201 100205 100202	(22,950) 43,702 1,995 42,953 65,700	
							14,992,805
					Total investments	_	\$ 299,848,574

Kaweah Delta Medical Foundation	<u>on</u>					
Wells Fargo Bank		Checking		100050		\$ 2,340,487
Sequoia Regional Cancer Cente	<u>r</u>					
- ·	Medical) Radiation)	Checking Checking		100535 100530	\$ 344,524 -	<u>-</u>
Kaweah Delta Hospital Foundati	i <u>on</u>					\$ 344,524
VCB Checking		Investments		100501	\$ 455,088	
Various		S/T Investments		142200	5,134,511	
Various Various		L/T Investments Unrealized G/L		142300 142400	10,874,051 1,945,246	
				_	.,	\$ 18,408,896
Summary of board designated for	unds:					
Plant fund:						
Uncommitted plant funds		\$ 185,419,895		142100		
Committed for capital		22,855,544 208,275,439		142100		
		200,275,439				
GO Bond reserve - L/T		2,055,720		142100		
401k Matching		9,535,197		142100		
Cost report settlement - current	2,135,384			142104		
Cost report settlement - L/T	1,312,727	2 449 444		142100		
		3,448,111				
Development fund/Memorial fund		104,184		112300		
Workers compensation - current	5,390,000			112900		
Workers compensation - L/T	14,624,000	20,014,000		113900		
		20,014,000				
		\$ 243,432,651				
		Total		Trust	Surplus	
		Investments	%	Accounts	Funds	%
Investment summary by instituti	ion:					
Bancorp		\$ 42,953	0.0%		42,953	0.0%
CAMP Local Agency Investment Fund (LA	VIE/	3,360,142 65,595,994	1.1% 21.9%		3,360,142 65,595,994	1.3% 25.4%
Local Agency Investment Fund (LA		1,690,723	0.6%	1,690,723	-	0.0%
Wells Cap	,	92,136,315	30.7%	4,764,621	87,371,694	33.8%
PFM		84,082,161	28.0%		84,082,161	32.5%
Torrey Pines Bank		3,022,660	1.0%		3,022,660	1.2%
Wells Fargo Bank US Bank		14,949,852 34,967,774	5.0% 11.7%	34,967,774	14,949,852	5.8% 0.0%
J Daim			11.770	01,001,114		0.076
Total investments		\$ 299,848,574	100.0% \$	41,423,118	\$ 258,425,456	100.0%

(30%)

(30%)

(20%) (20%) (30%)

Investment summary of surplus funds by type:				nvestment imitations
Negotiable and other certificates of deposit	\$	8,787,660	\$	77,528,000
Checking accounts		14,992,805		CE 000 000
Local Agency Investment Fund (LAIF) CAMP		65,595,994 3,360,142		65,000,000
Medium-term notes (corporate) (MTN-C)		44,439,000		77,528,000
U.S. government agency		83,517,883		77,320,000
Municipal securities		13,060,000		
Money market accounts		354,504		51,685,000
Asset Backed Securties		22,517,468		51,685,000
Supra-National Agency		1,800,000		77,528,000
Return on investment:	<u>\$</u>	258,425,456		
Current month		2.95%		
Year-to-date		2.38%		
Prospective		2.06%		
LAIF (year-to-date)		2.26%		
Budget		2.28%		

Fair market value disclosure for the quarter ended December 31, 2019 (District only):	Quart	er-to-date	Year-to-date
Difference between fair value of investments and amortized cost (balance sheet effect)		N/A	\$ 2,038,814
Change in unrealized gain (loss) on investments (income statement effect)	\$	(365,506)	\$ 58,279

Investment summary of CDs:

Credit Agricole CD	\$ 825,000
Dnb Bank Asa Ny CD	630,000
Nordea Bk Abb Ny CD	860,000
Skandin Ens CD	845,000
Sumito Mtsu	805,000
Swedbank	1,800,000
Torrey Pines Bank	 3,022,660
	\$ 8,787,660

Investment summary of asset backed securities:

Ally Auto	\$ 181,889
American Express	1,410,000
BMW Vehicle Owner	1,120,000
Capital One Multi	1,600,000
Capital One Prime	1,380,000
Citibank Credit	3,600,000
FHLMC	3,512,344
Ford Credit Auto	78,571
GM Financial	415,000
Honda Auto	1,135,000
Hyundai Auto	193,869
John Deere	563,220
Mercedes Benz Auto	565,000
Nissan Auto	1,642,596
Smart Trust	184,023
Toyota Auto	2,810,915
Toyota Auto Recvs	215,041
Verizon Owner Trust	1,200,000
Volkswagon Auto	 710,000
	\$ 22,517,468

Investment summary of medium-term notes (corporate):

3M Company	\$	540,000.00
American Express		450,000
American Honda Mtn		1,395,000
Apple, Inc		1,215,000
Bank of America		1,975,000
Bank of NY		1,900,000
BB T Corp		900,000
Berkshire Hathaway		370,000
Blackrock Inc.		395,000
Branch Banking Trust		1,300,000
Caterpillar Finl Mtn		1,300,000
Charles Schwab Corp		1,300,000
Cisco Systems Inc		800,000
Citibank		500,000
Citigroup		1,750,000
Coca Cola Co		925,000
Comcast Corp		450,000
Costco Wholesale		1,000,000
Discover Card		615,000
Exxon Mobil		1,320,000
Fifth Third Bank		800,000
Goldman Sachs		1,340,000
IBM		900,000
Intel Corp		415,000
John Deere		1,490,000
JP Morgan		2,300,000
Mastercard Inc.		395,000
Merck Co Inc.		405,000
Microsoft Corp		450,000
Morgan Stanley		1,650,000
National Rural		950,000
Oracle Corp		900,000
Paccar Financial Mtn		375,000
Pepsico Inc		1,320,000
Pfizer Inc.		465,000
PNC Bank		925,000
PNC Financial		395,000
PNC Funding Corp		494,000
Ryder System Inc		420,000
State Street Corp		245,000
Texas Instruments		810,000
Toyota Motor		1,950,000
United Parcel		450,000
US Bancorp		1,315,000
US Bank NA		1,300,000
Walmart Inc.		800,000
Walt Disney Co		780,000
	\$	44,439,000
	Ψ	,,

Investment summary of U.S. government agency:

Federal National Mortgage Association (FNMA)	\$ 4,072,883
Federal Home Loan Bank (FHLB)	2,470,000
Federal Farmers Credit Bank (FFCB)	2,600,000
US Treasury Bill	74,375,000
	\$ 83,517,883

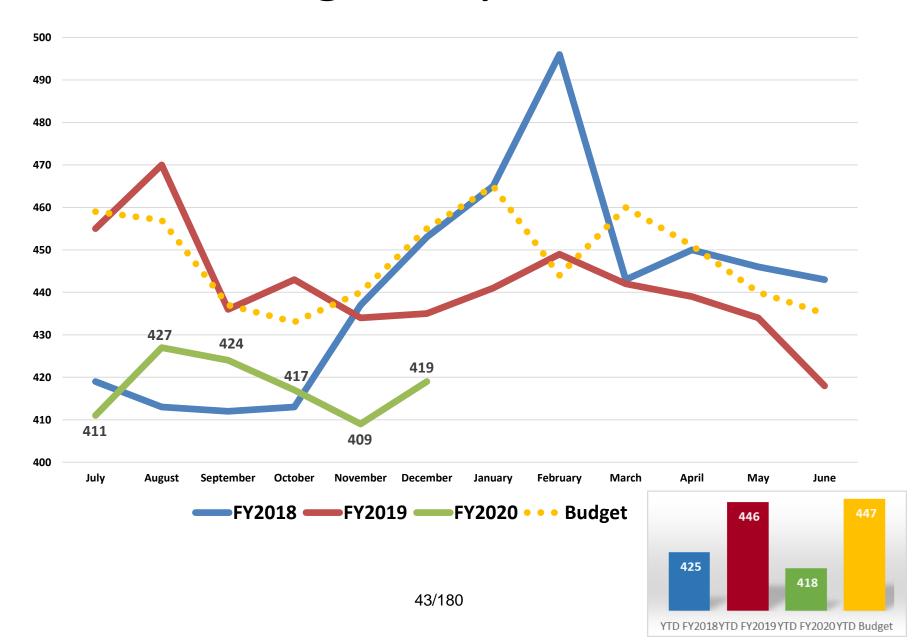
Investment summary of municipal securities:

Bay Area Ca	\$ 1,000,000.00
California ST	530,000
California ST High	1,250,000
Chaffey Ca	265,000
New York ST	585,000
Ohlone Ca Cmnty	800,000
Oregon ST	1,000,000
Poway Ca Unif Sch	565,000
Sacramento Ca Public	1,200,000
San Diego Ca Community	745,000
San Diego County	1,275,000
San Francisco	2,005,000
San Jose Ca Ref	765,000
Tamalpais Ca Union	675,000
Univ Of CA	400,000
	\$ 13,060,000

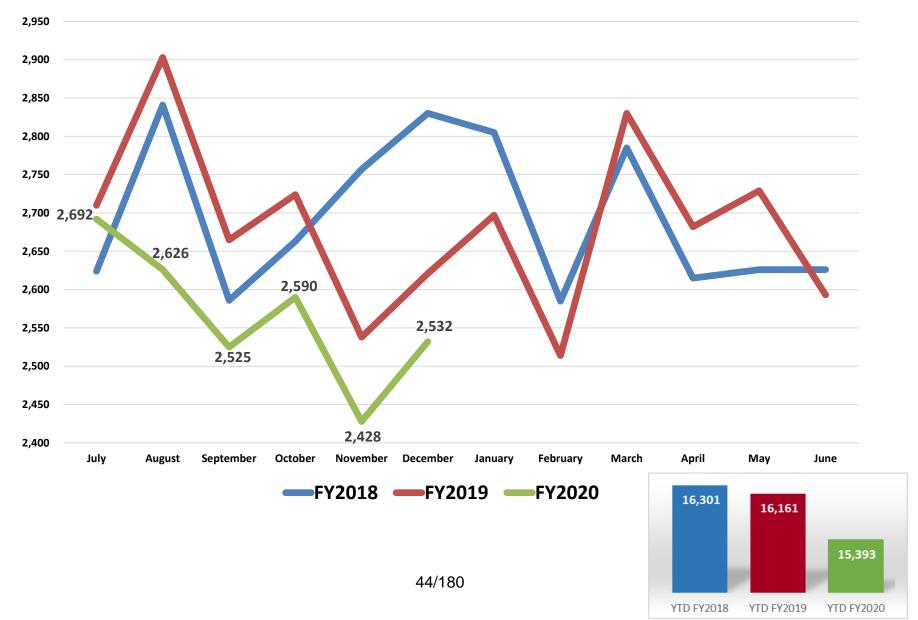
Investment summary of Supra-National Agency:

Intl Bk \$ 1,800,000 \$ 1,800,000

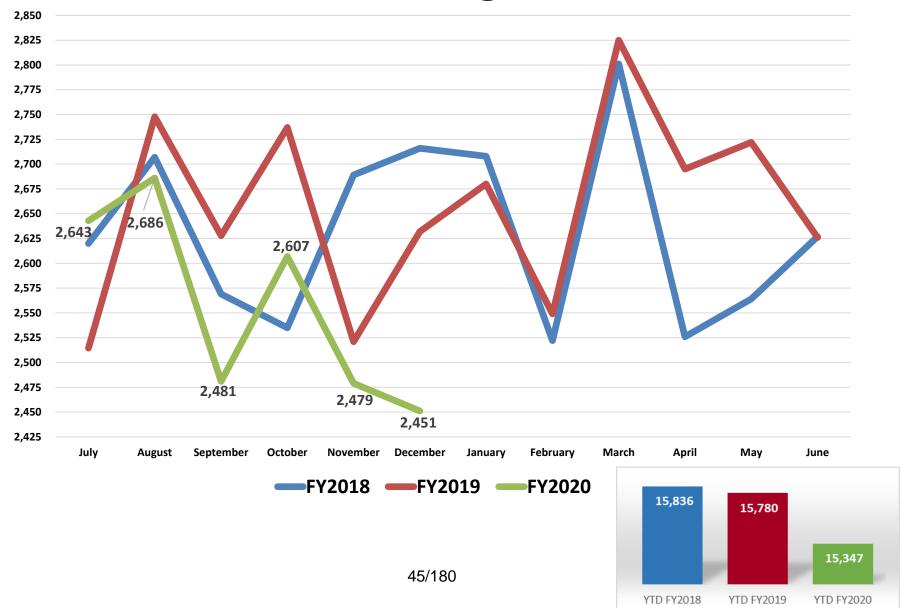
Average Daily Census



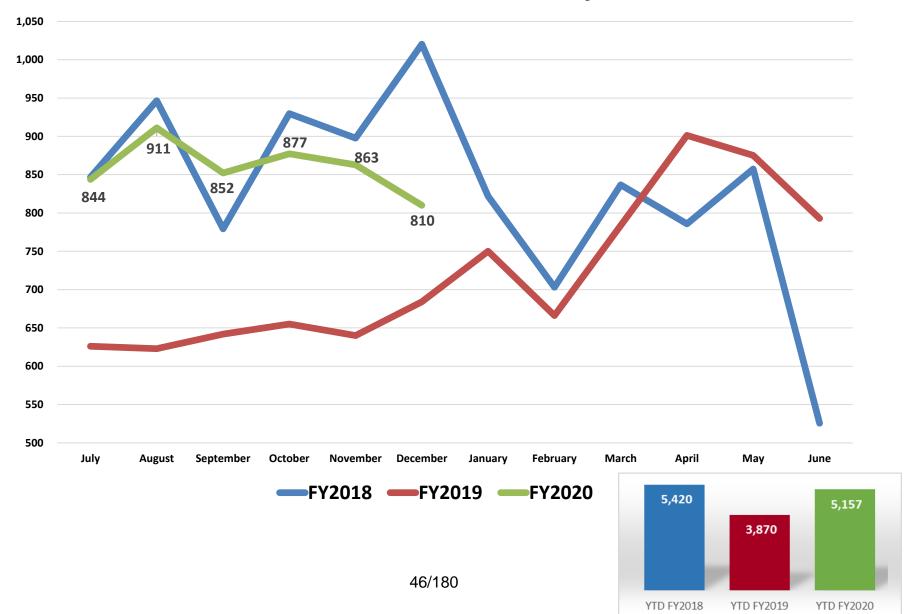
Admissions



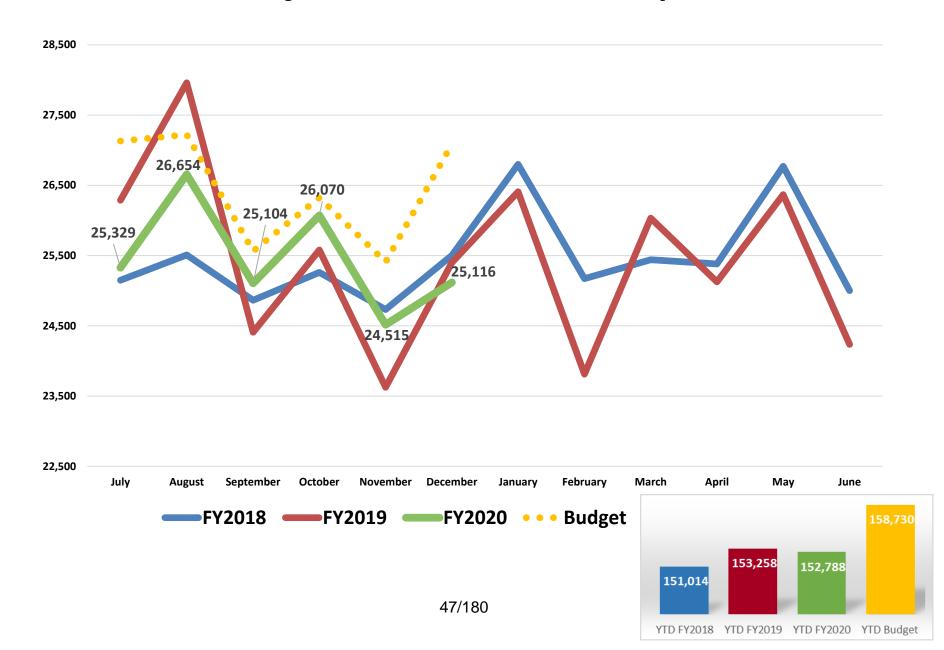
Discharges



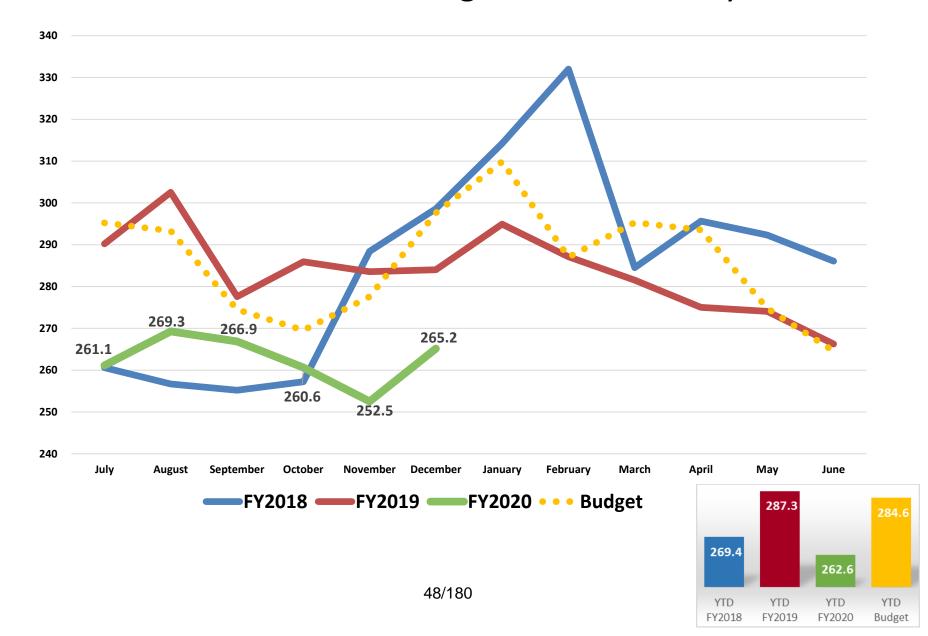
Observation Days



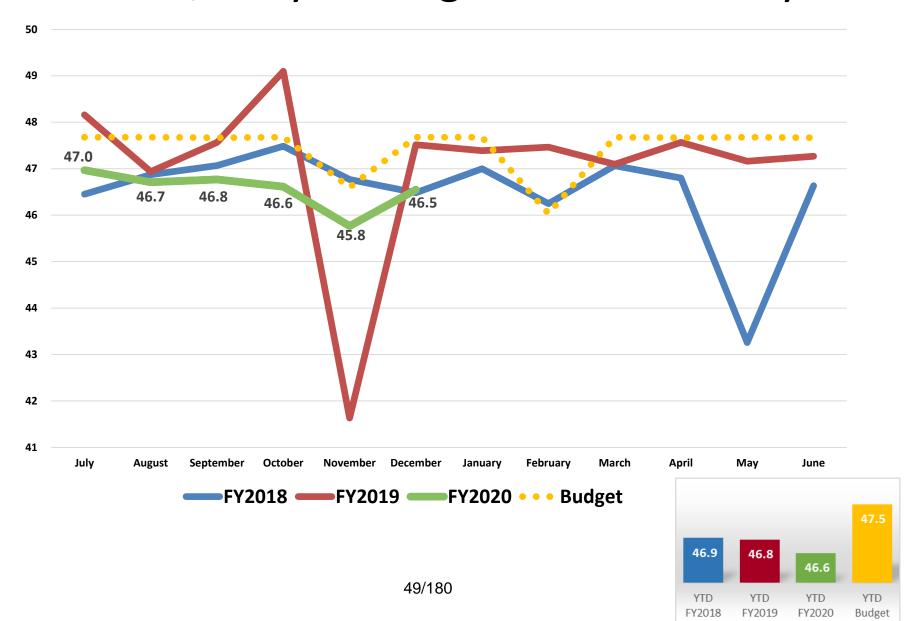
Adjusted Patient Days



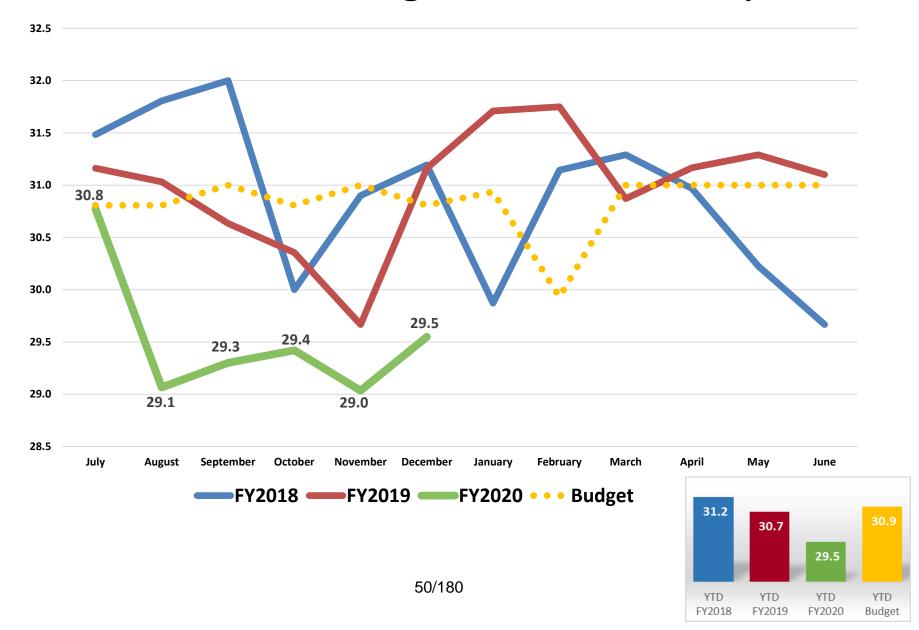
Medical Center – Avg. Patients Per Day



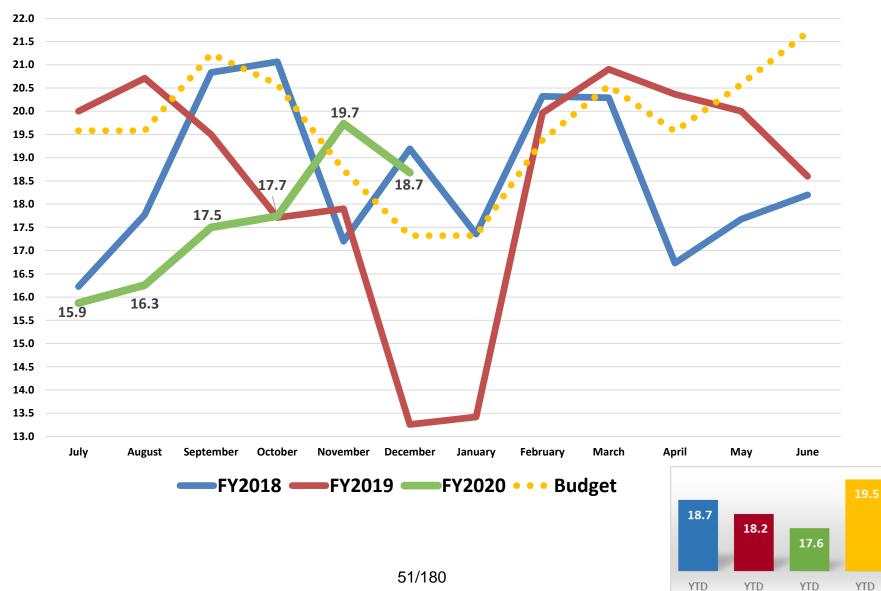
Acute I/P Psych - Avg. Patients Per Day



Sub-Acute - Avg. Patients Per Day



Rehabilitation Hospital - Avg. Patients Per Day



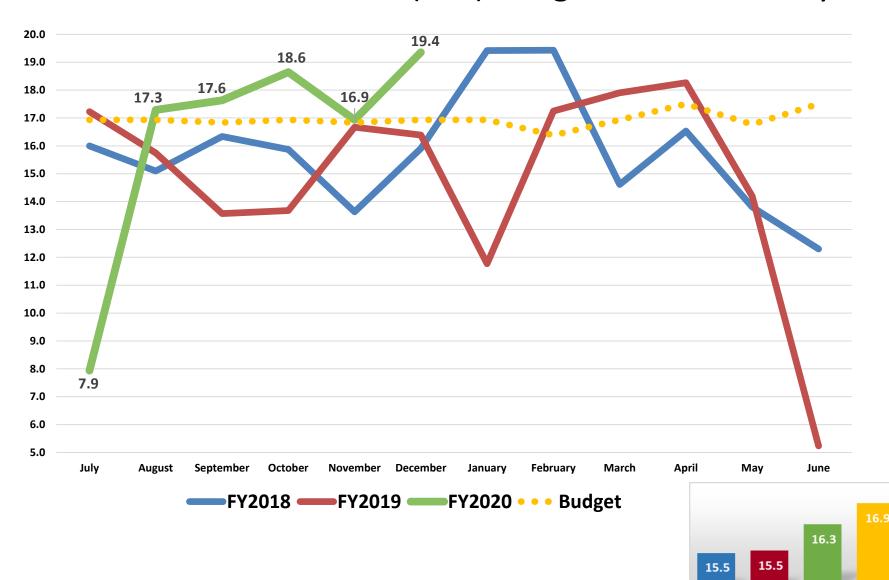
FY2018

FY2019

FY2020

Budget

Transitional Care Services (TCS) - Avg. Patients Per Day



YTD

FY2018

YTD

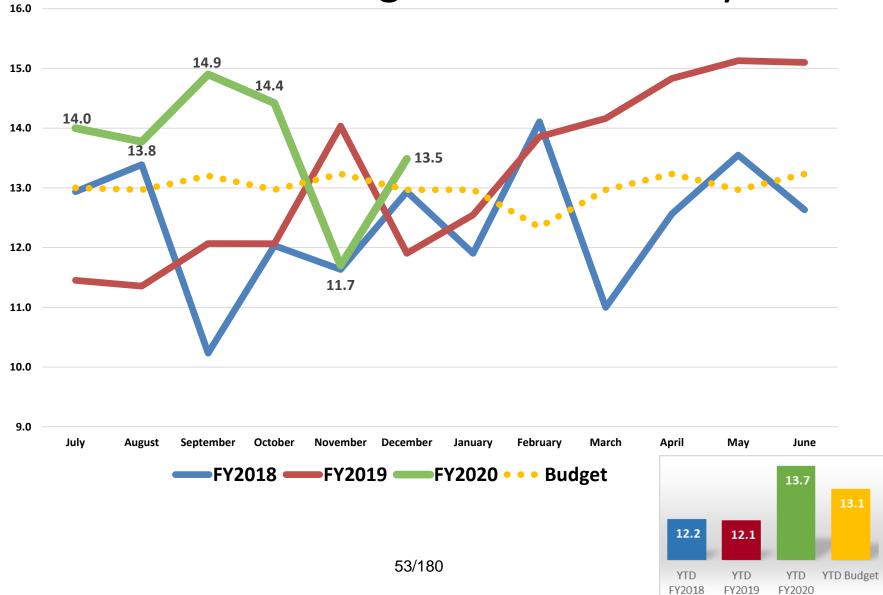
FY2020

FY2019

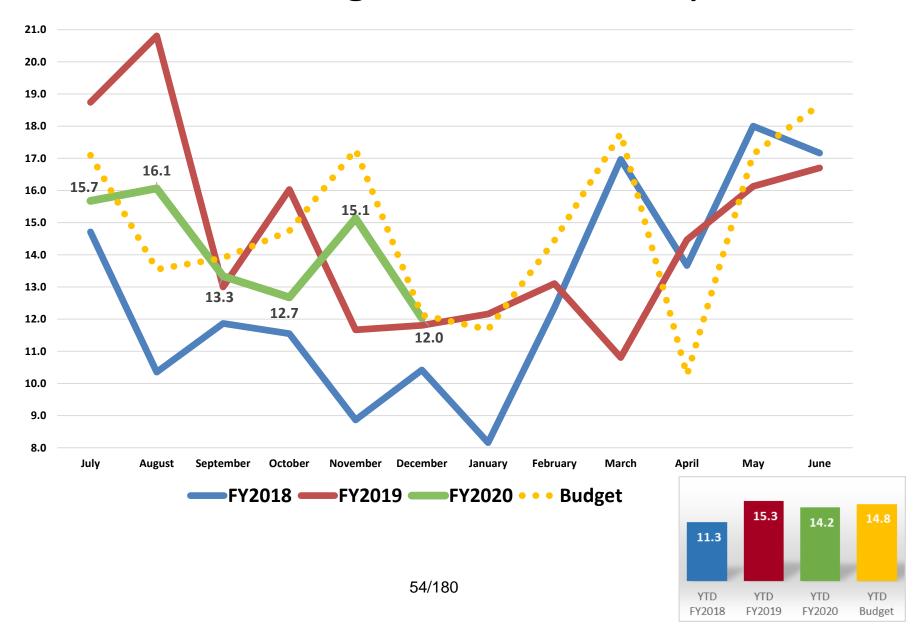
YTD

Budget

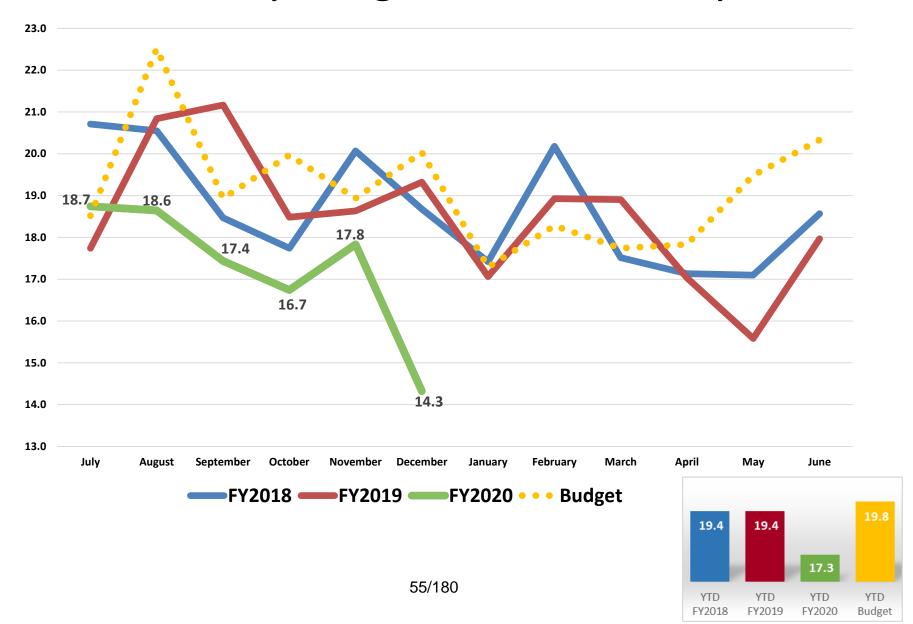
TCS Ortho - Avg. Patients Per Day



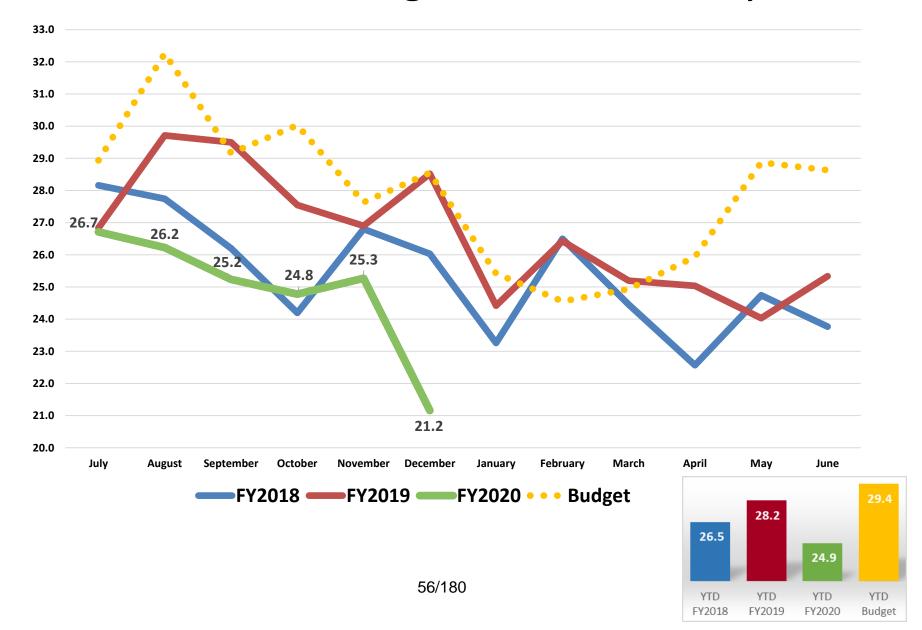
NICU - Avg. Patients Per Day



Nursery - Avg. Patients Per Day



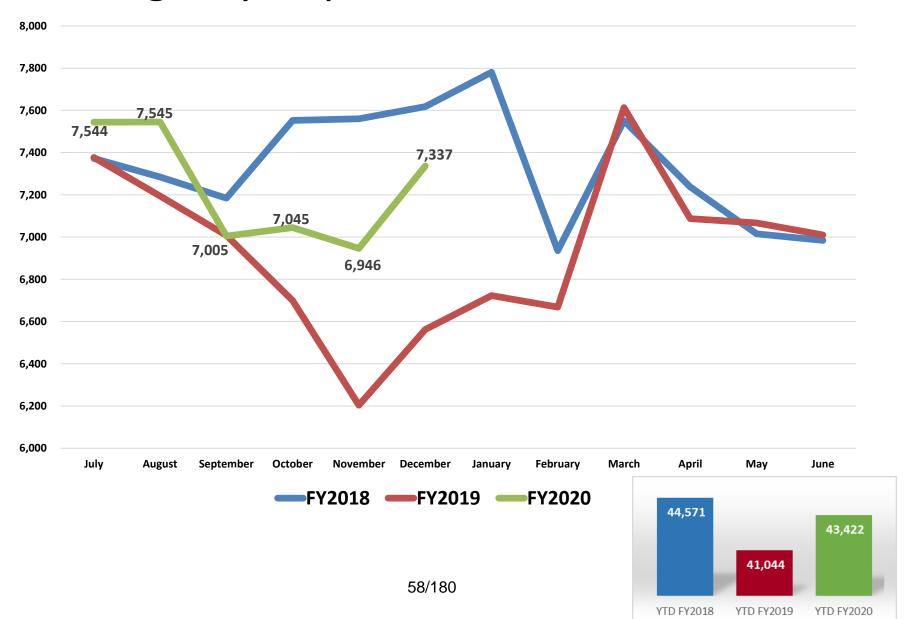
Obstetrics - Avg. Patients Per Day



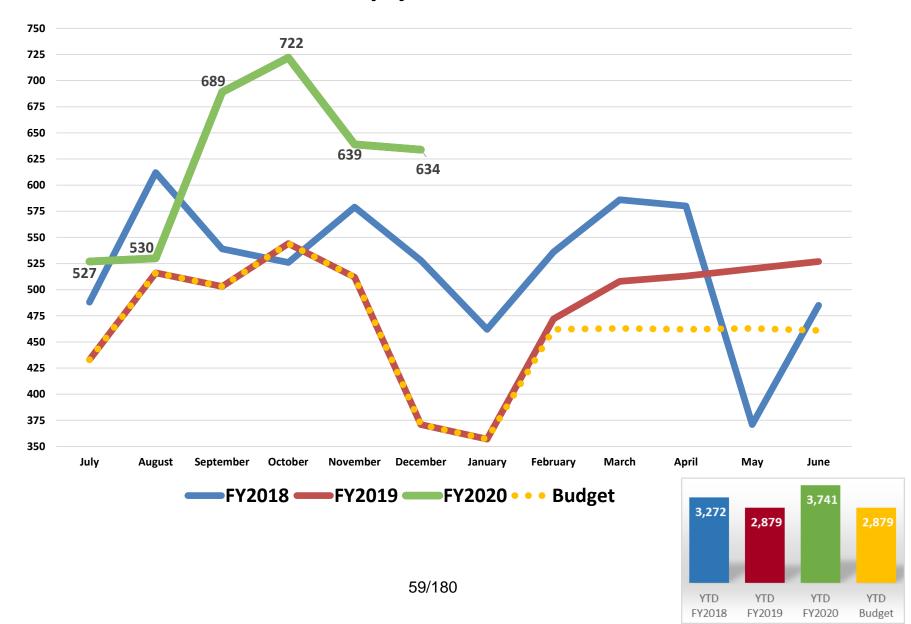
Outpatient Registrations per Day



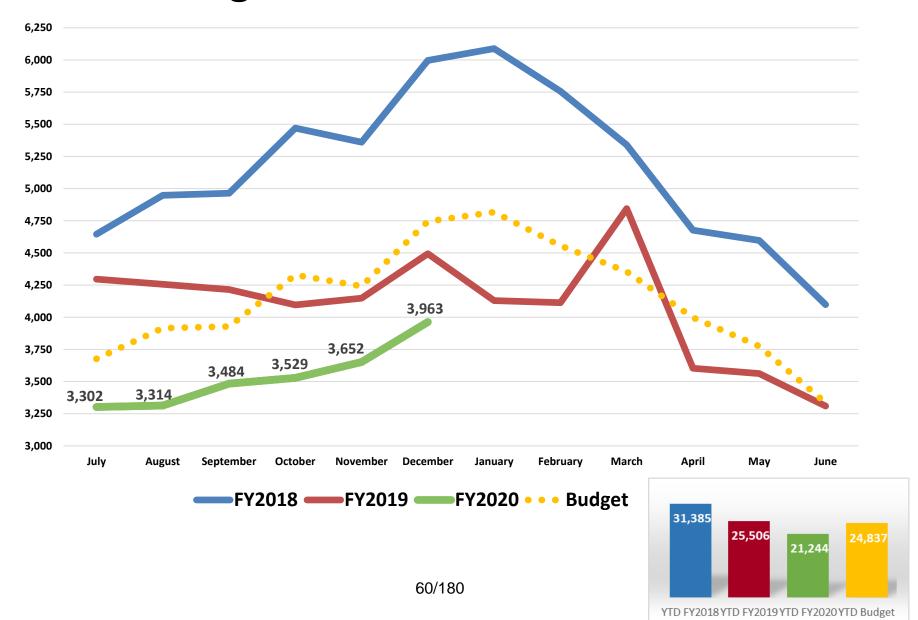
Emergency Department – Total Treated



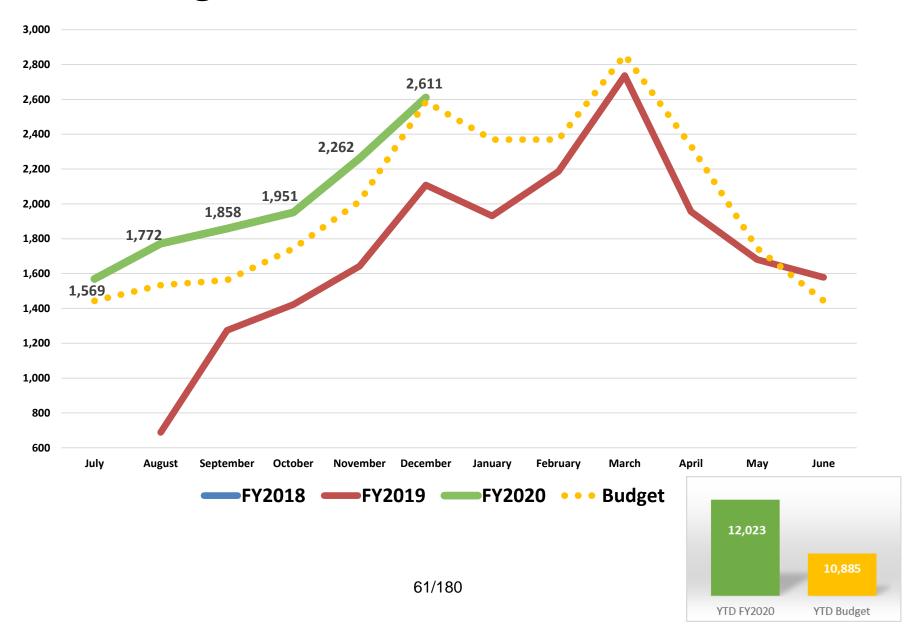
Endoscopy Procedures



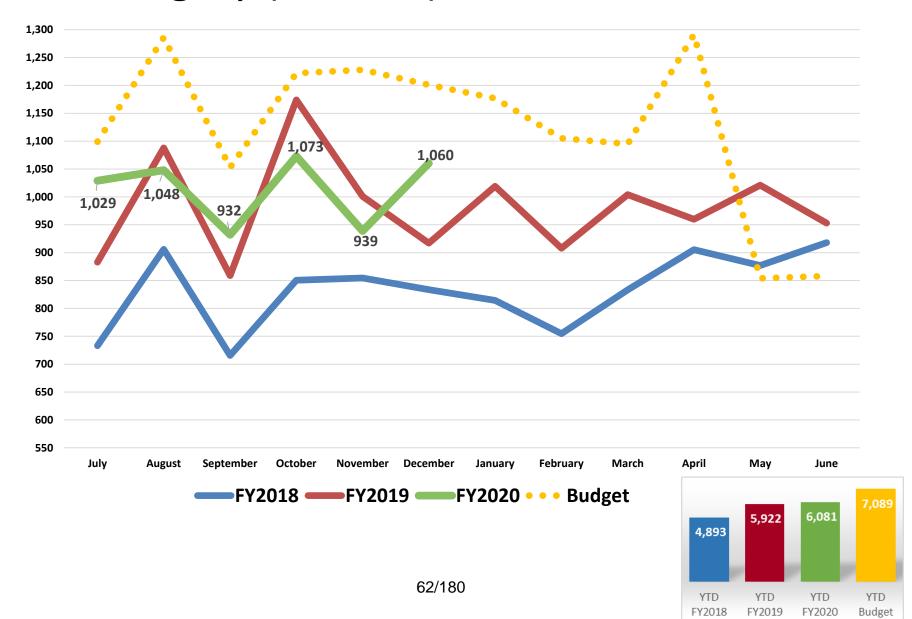
Urgent Care – Court Visits



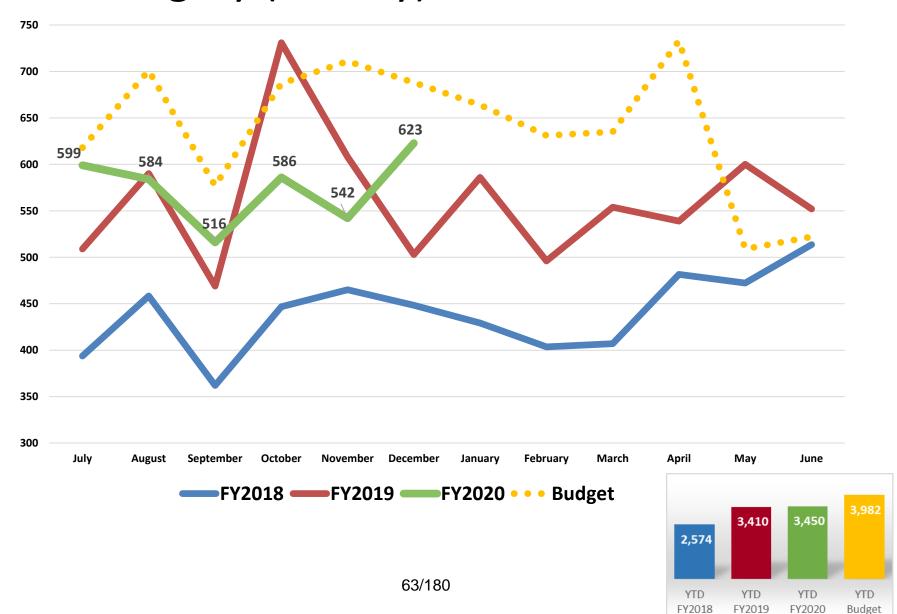
Urgent Care – Demaree Visits



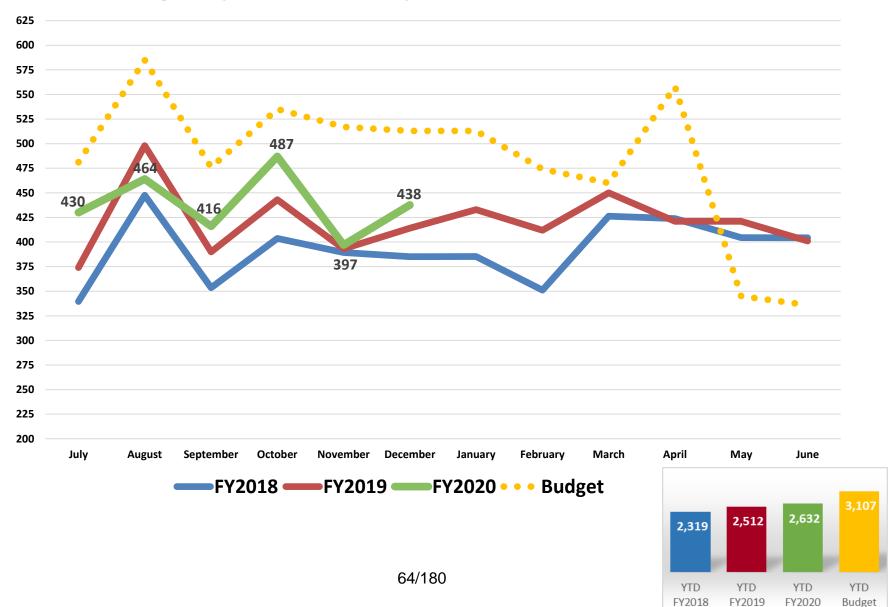
Surgery (IP & OP) – 100 Min Units



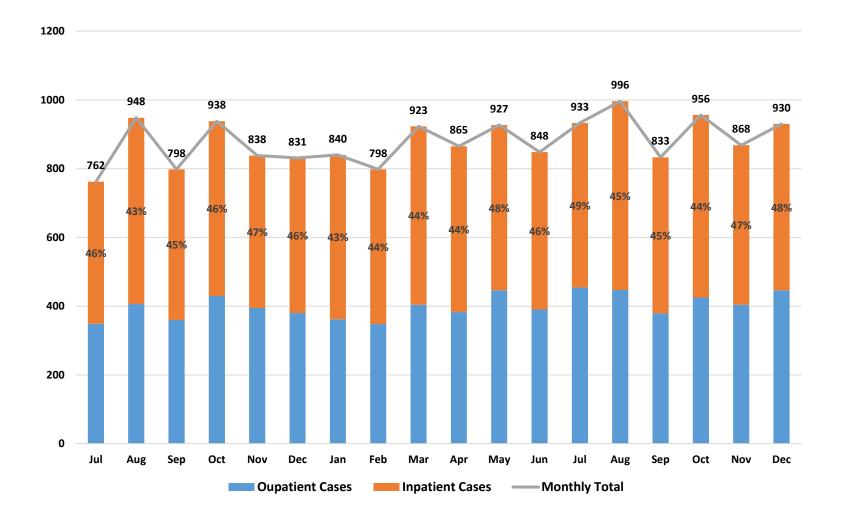
Surgery (IP Only) – 100 Min Units



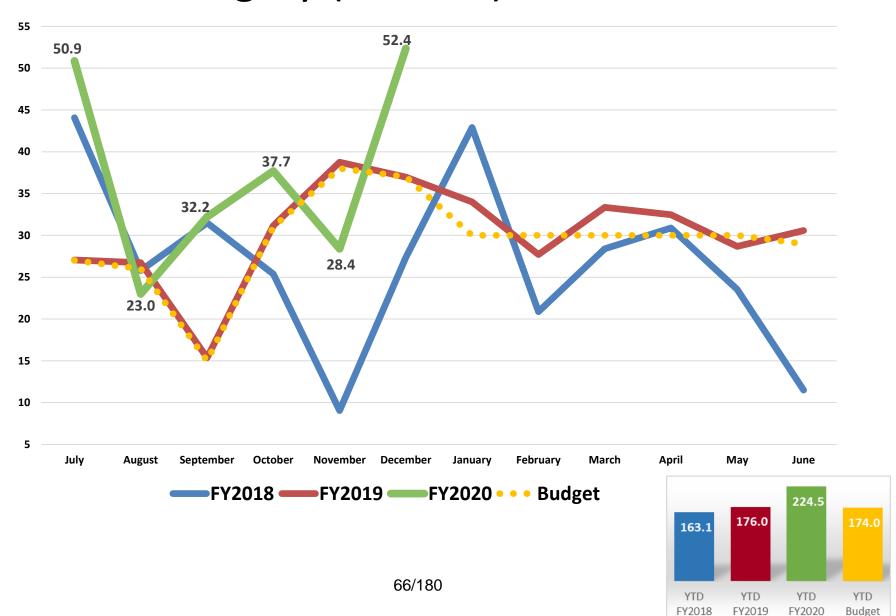
Surgery (OP Only) – 100 Min Units



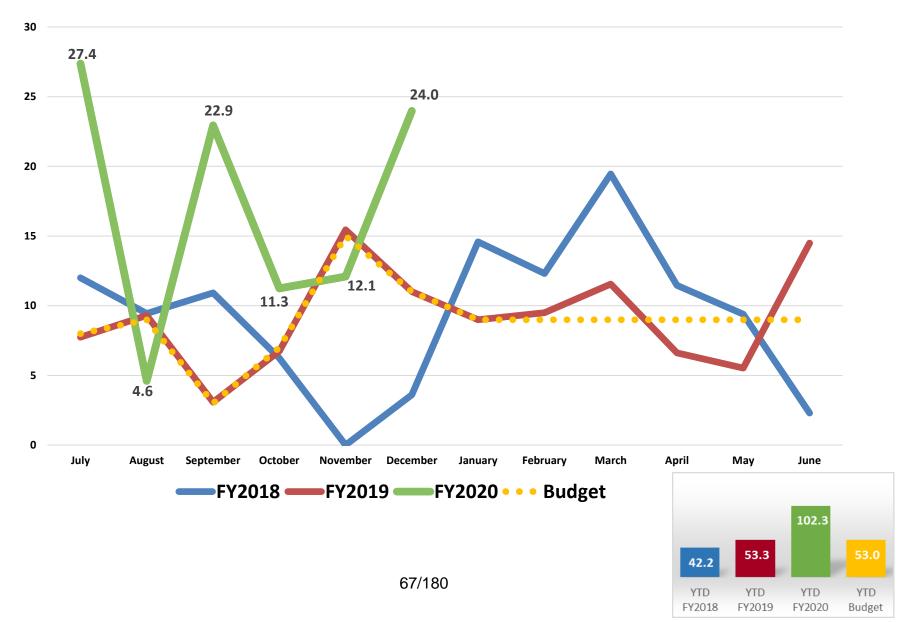
Surgery (IP & OP) - Cases



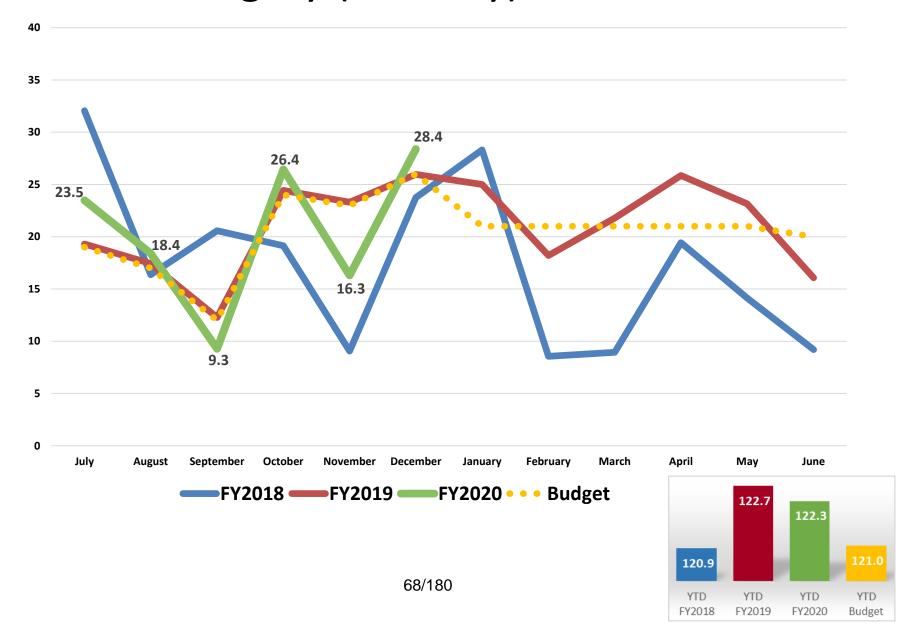
Robotic Surgery (IP & OP) – 100 Min Units



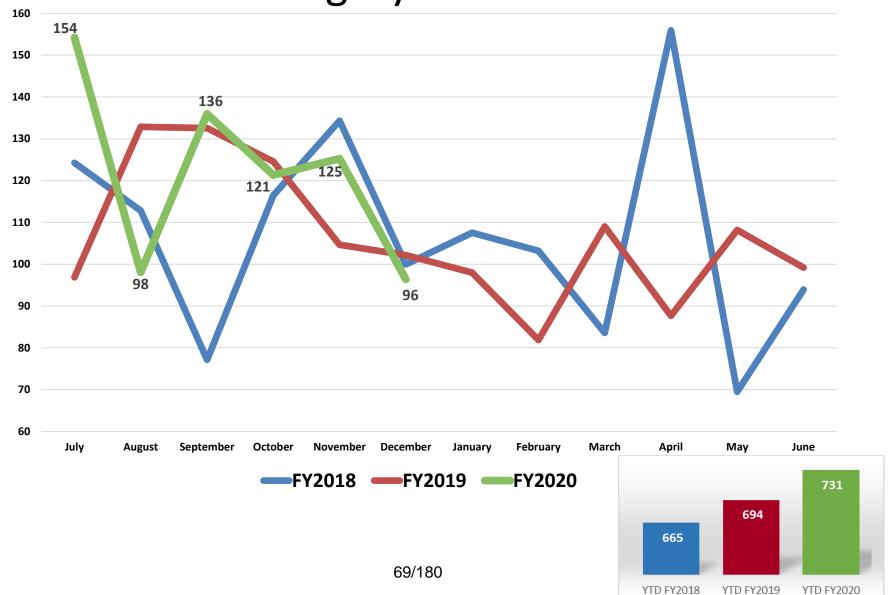
Robotic Surgery (IP Only) – 100 Min Units



Robotic Surgery (OP Only) – 100 Min Units

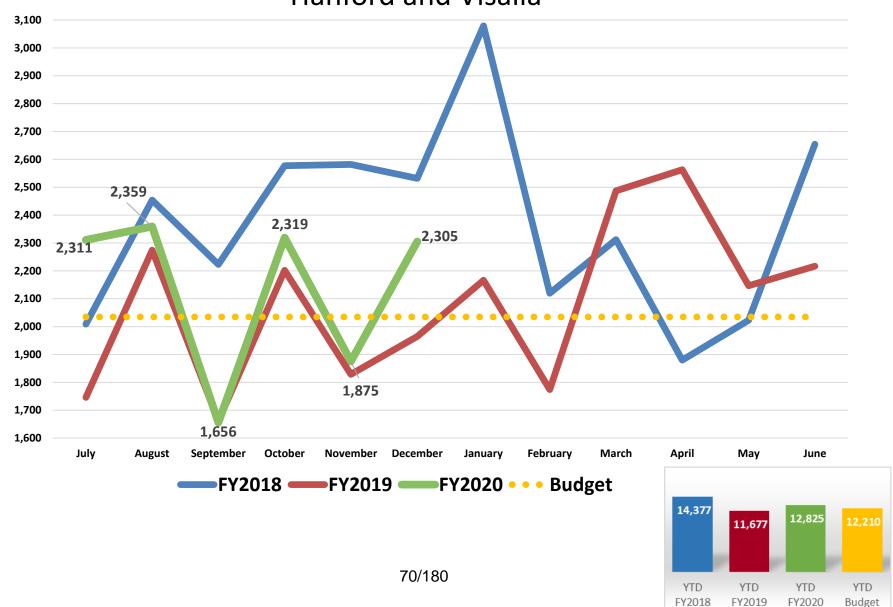


Cardiac Surgery – 100 Min Units

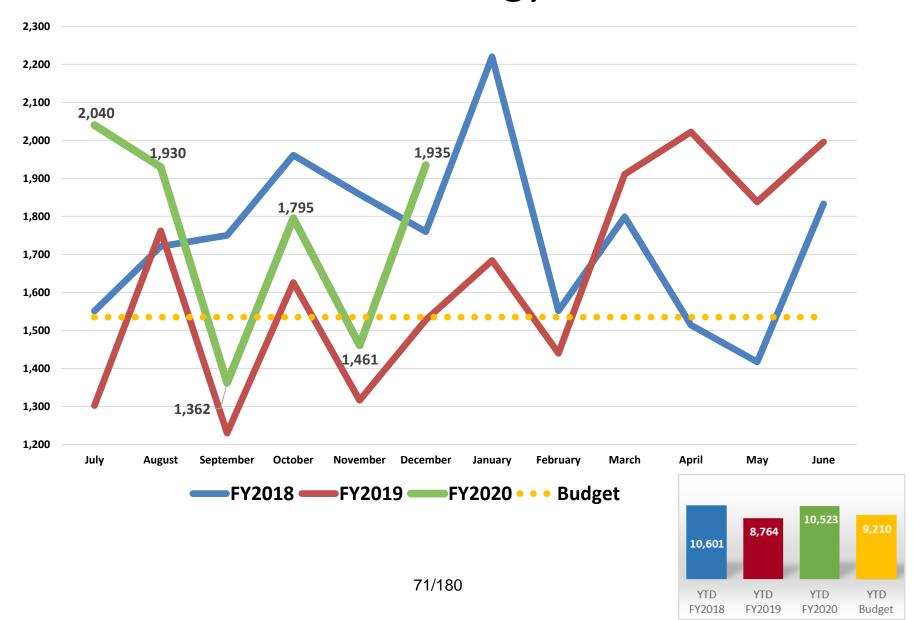


Radiation Oncology Treatments

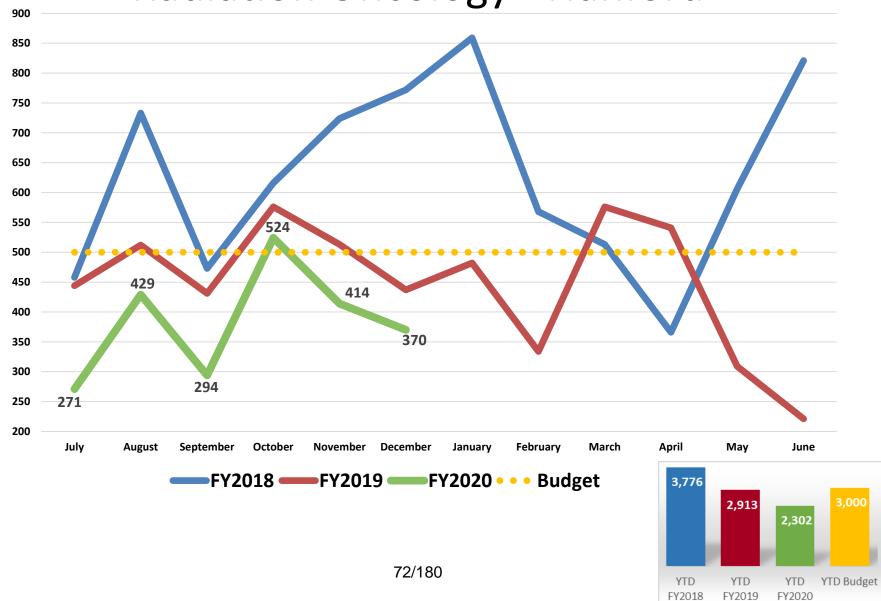
Hanford and Visalia



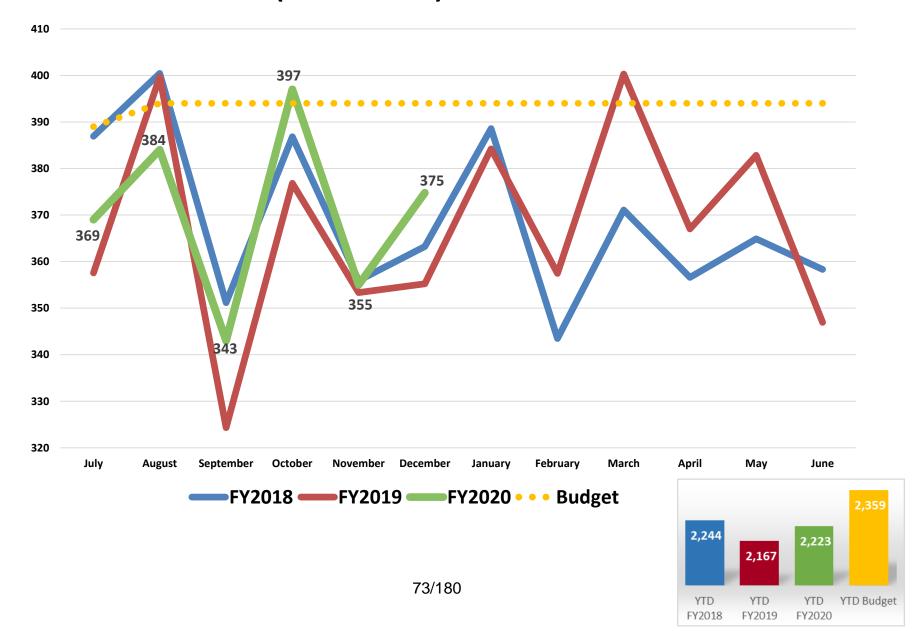
Radiation Oncology - Visalia



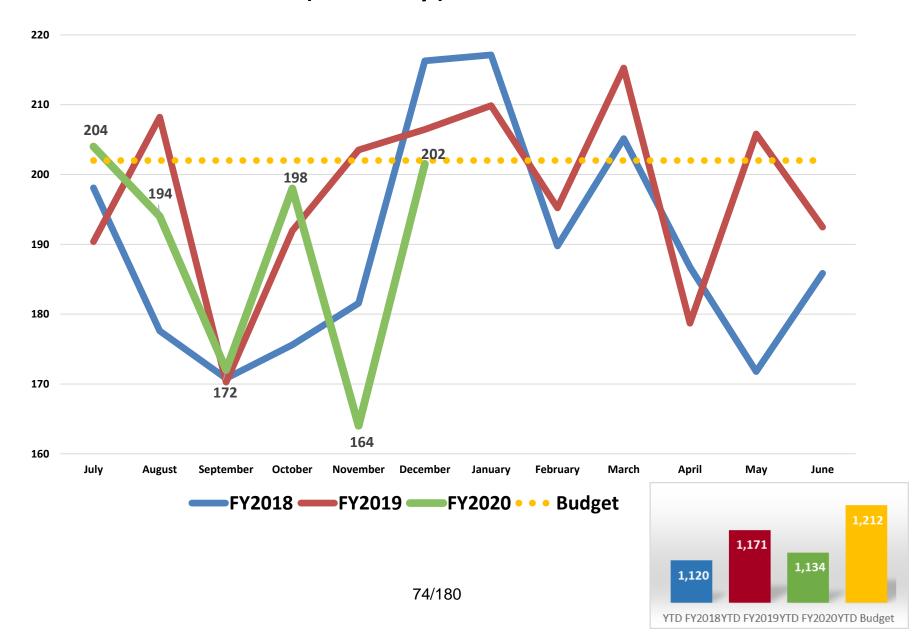
Radiation Oncology - Hanford



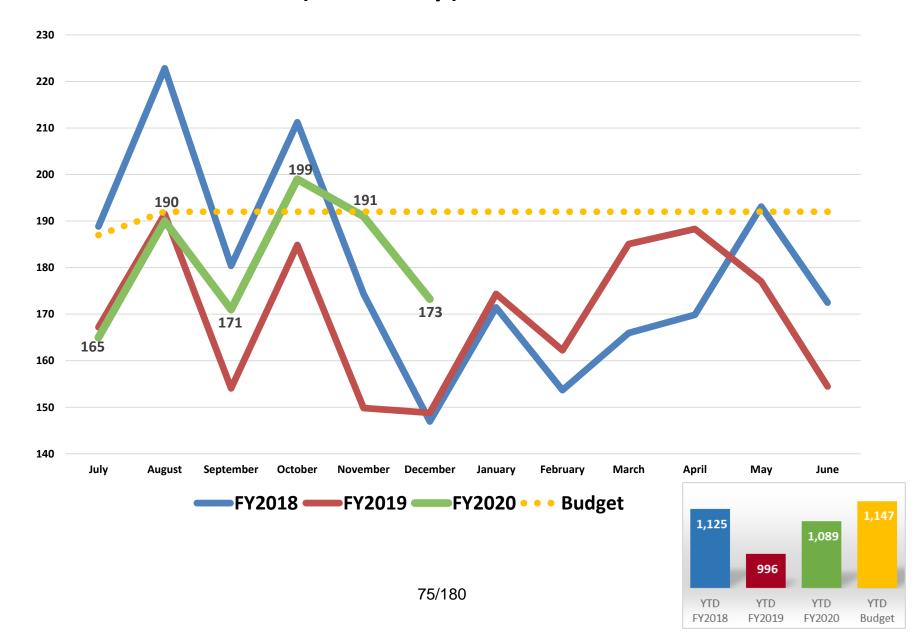
Cath Lab (IP & OP) – 100 Min Units



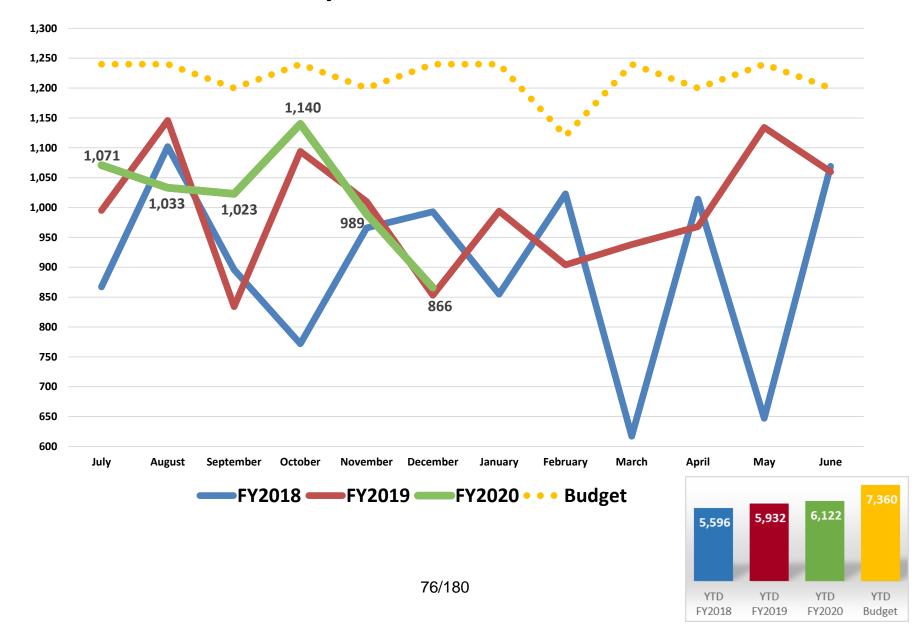
Cath Lab (IP Only) – 100 Min Units



Cath Lab (OP Only) – 100 Min Units



GME Family Medicine Clinic Visits



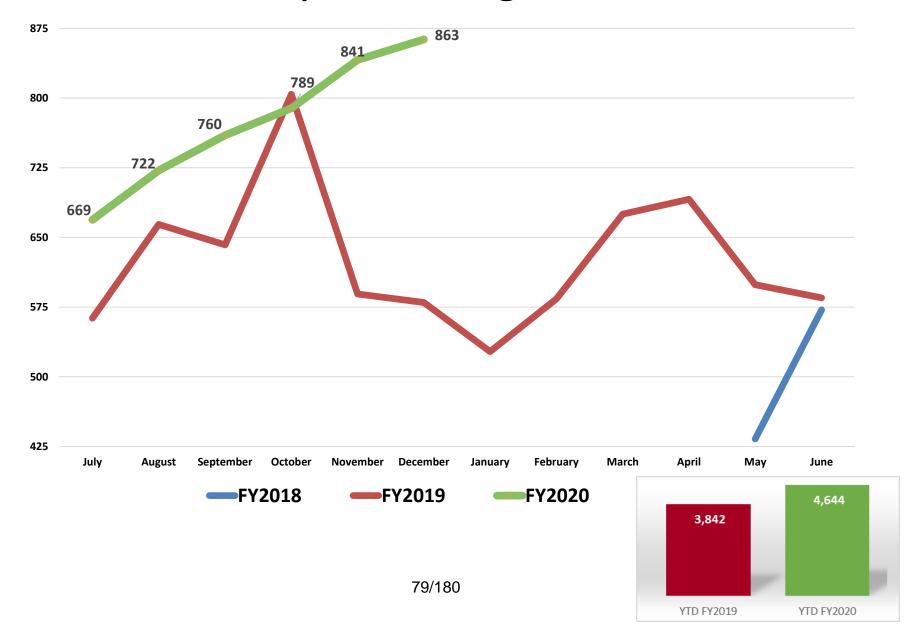
Rural Health Clinic Registrations



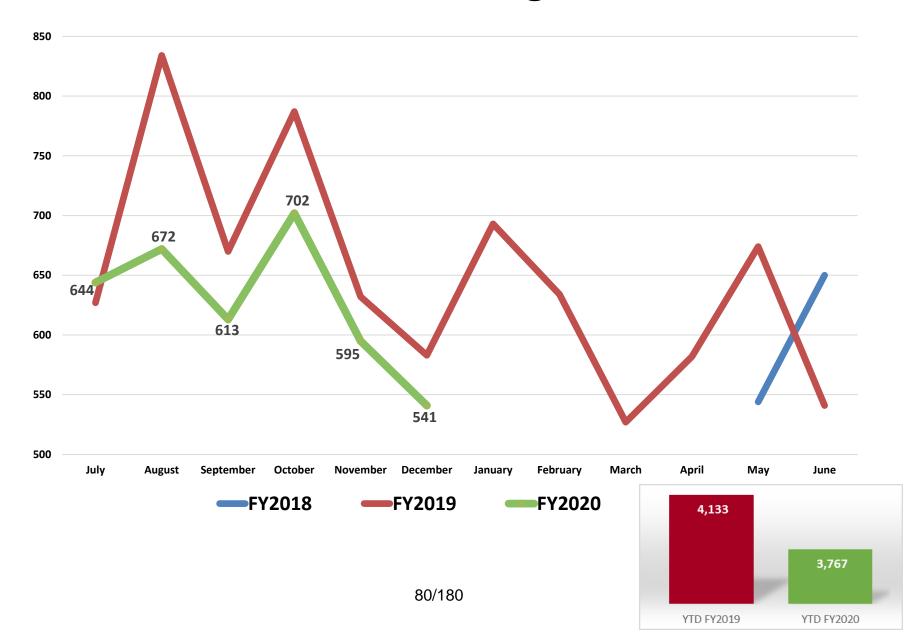
Exeter RHC - Registrations



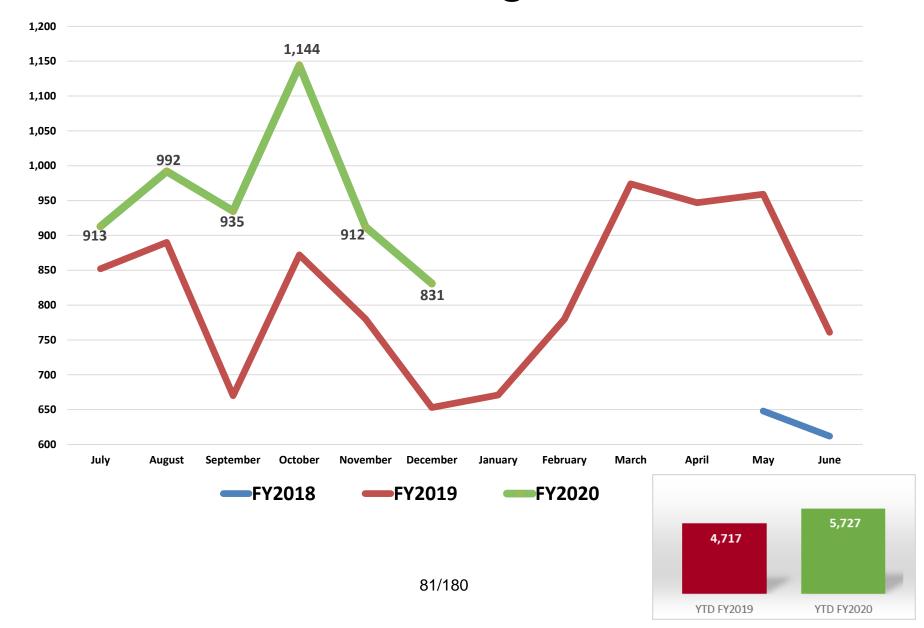
Lindsay RHC - Registrations



Woodlake RHC - Registrations



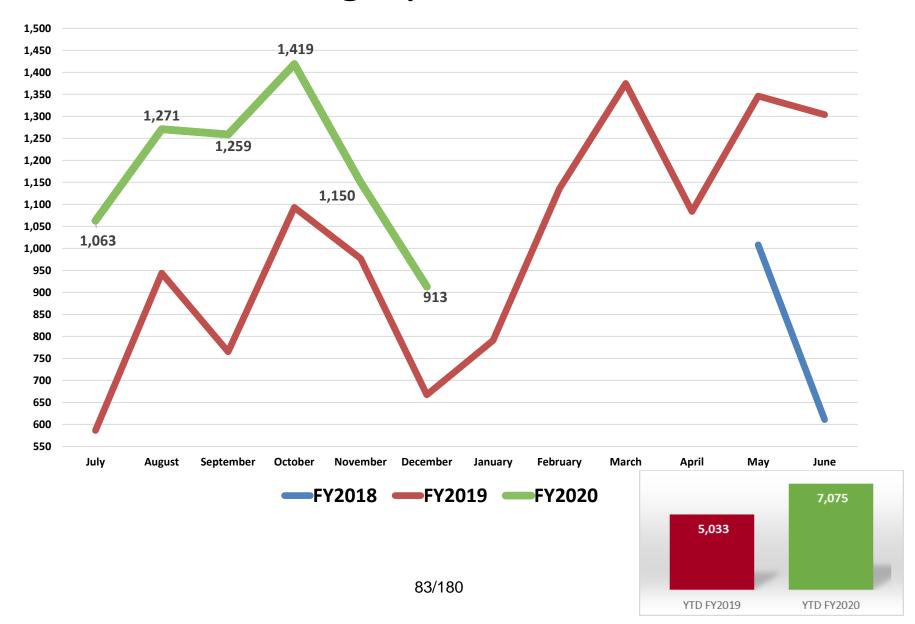
Dinuba RHC - Registrations



Neurosurgery Clinic - Registrations



Neurosurgery Clinic - wRVU's



Sequoia Cardiology - Registrations

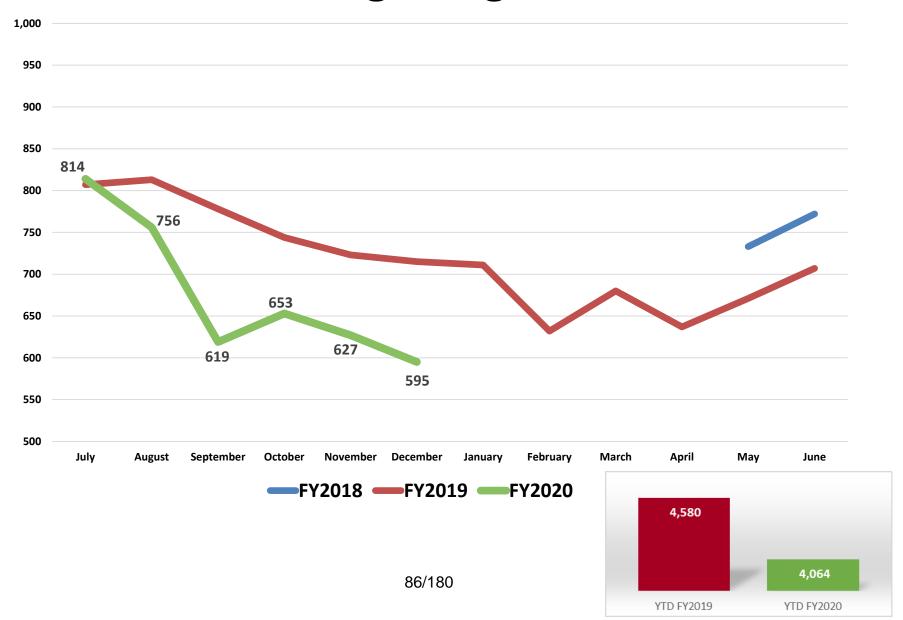


YTD FY2020

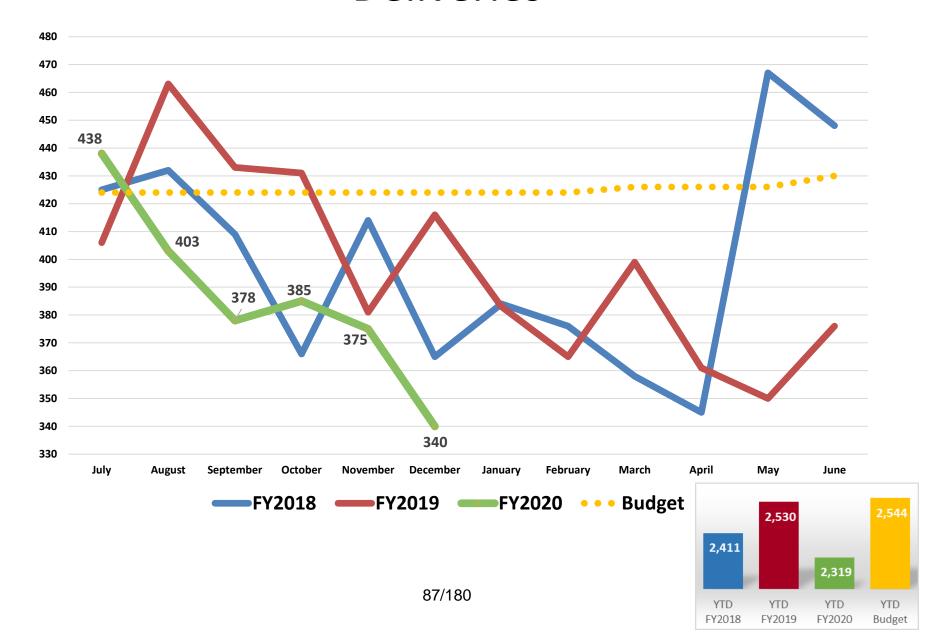
Sequoia Cardiology – wRVU's



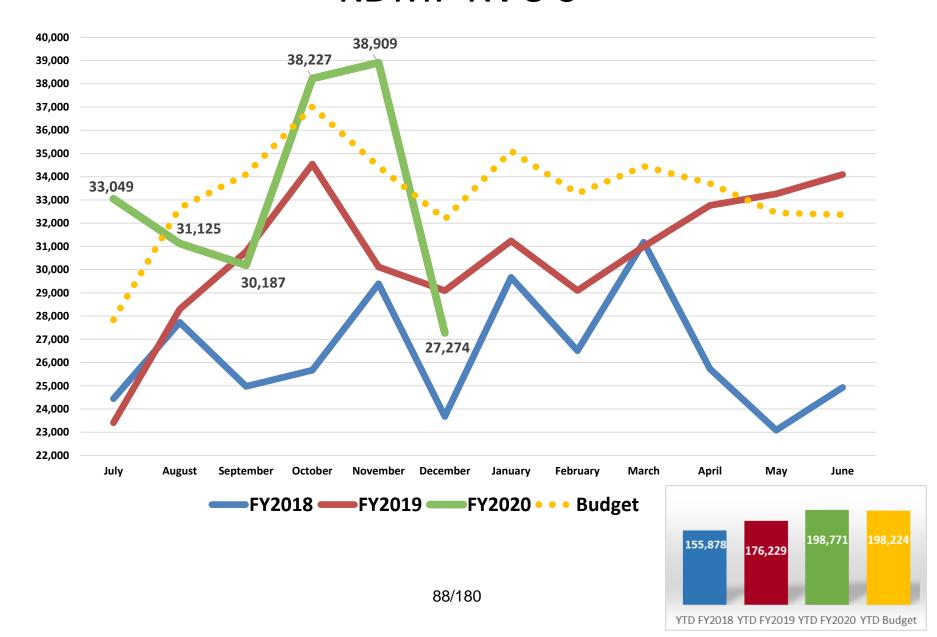
Labor Triage Registrations



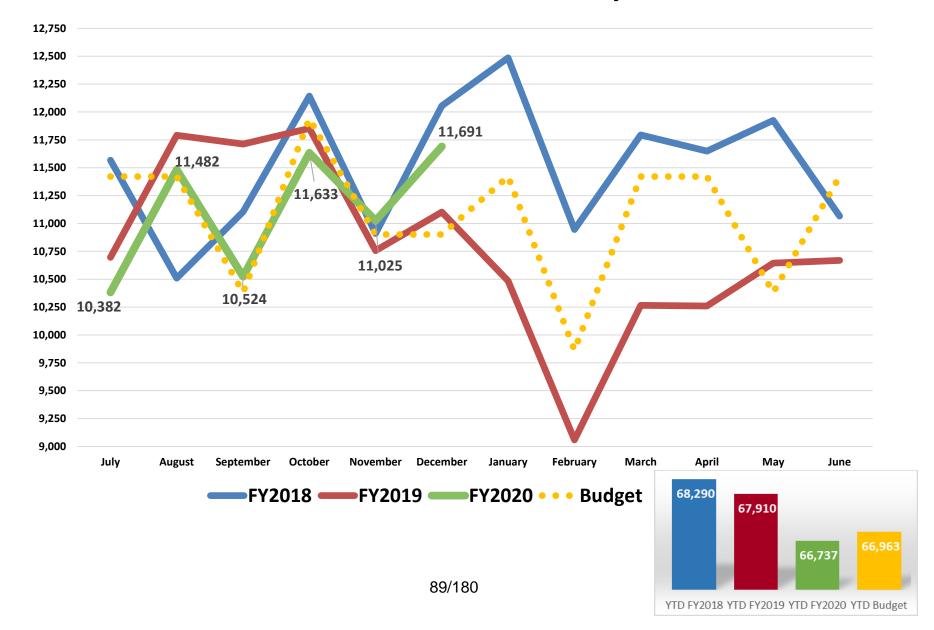
Deliveries



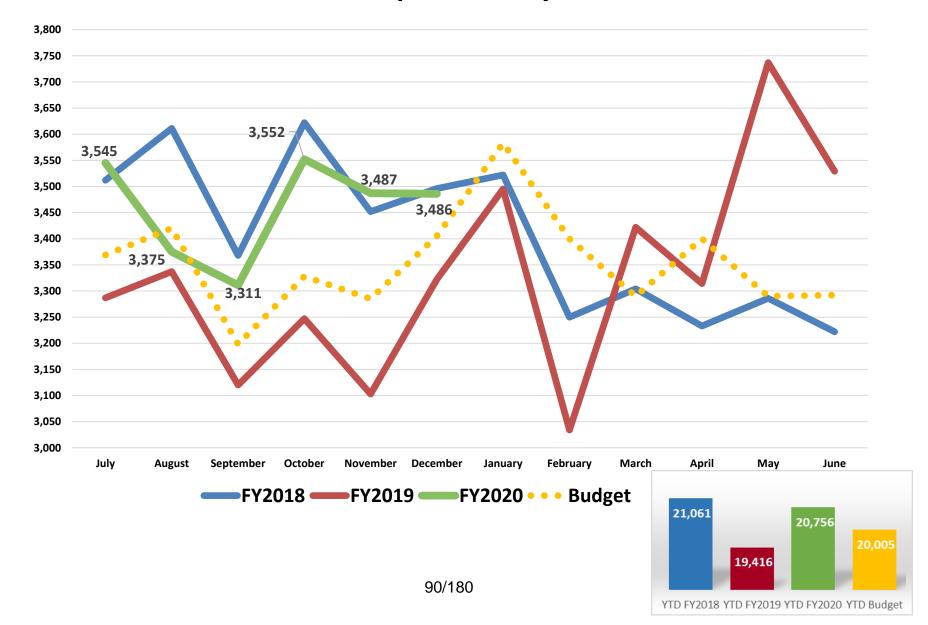
KDMF RVU's



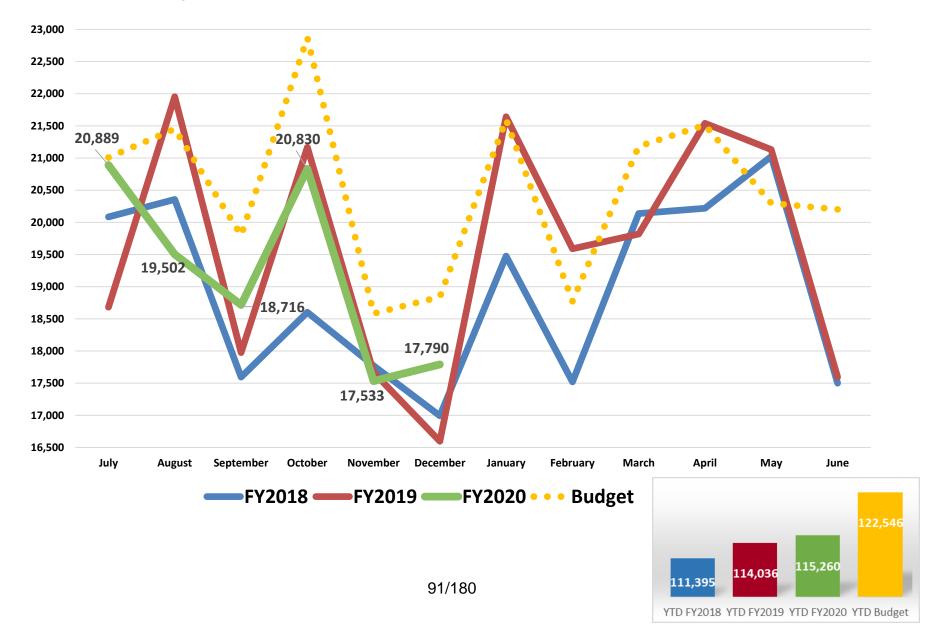
Home Infusion Days



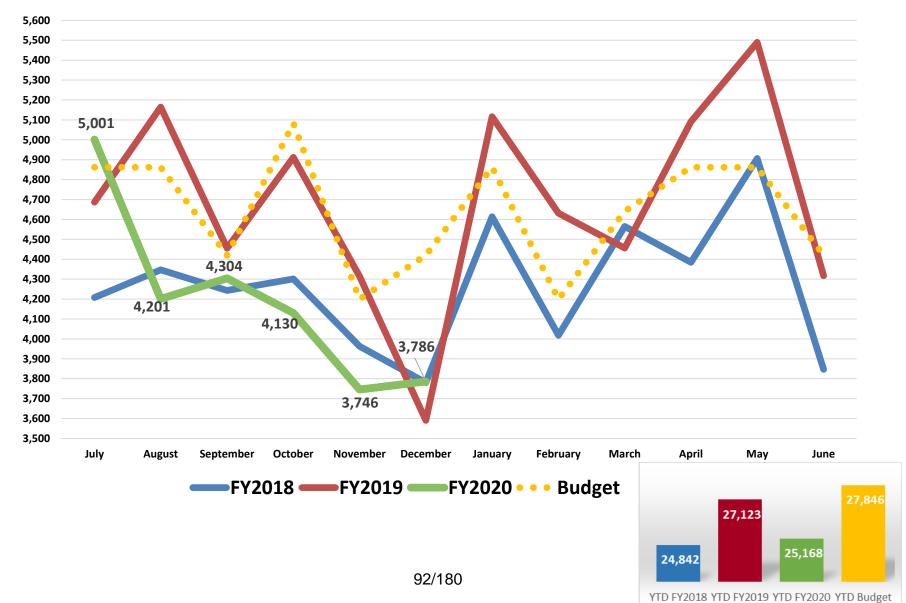
Hospice Days



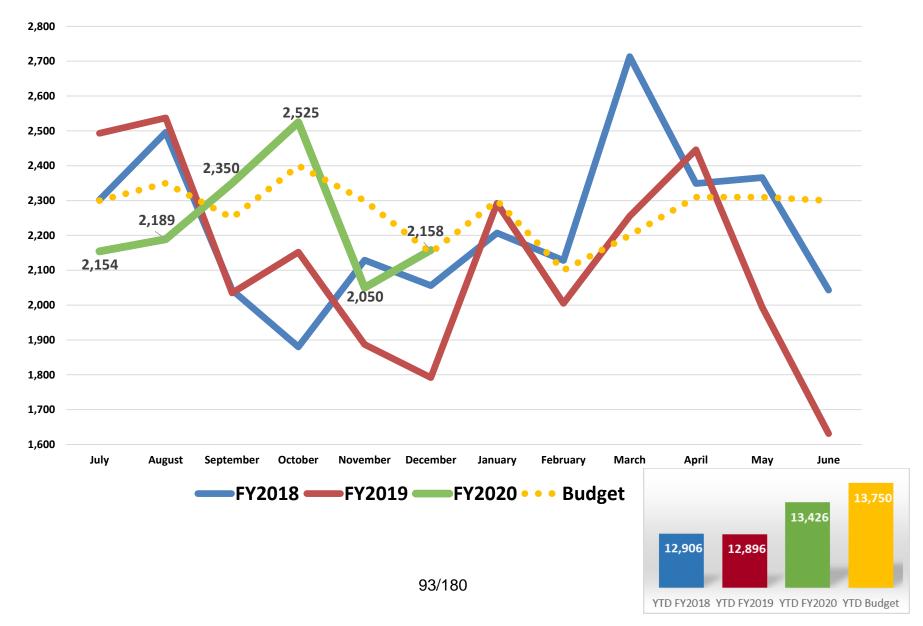
All O/P Rehab Services Across District



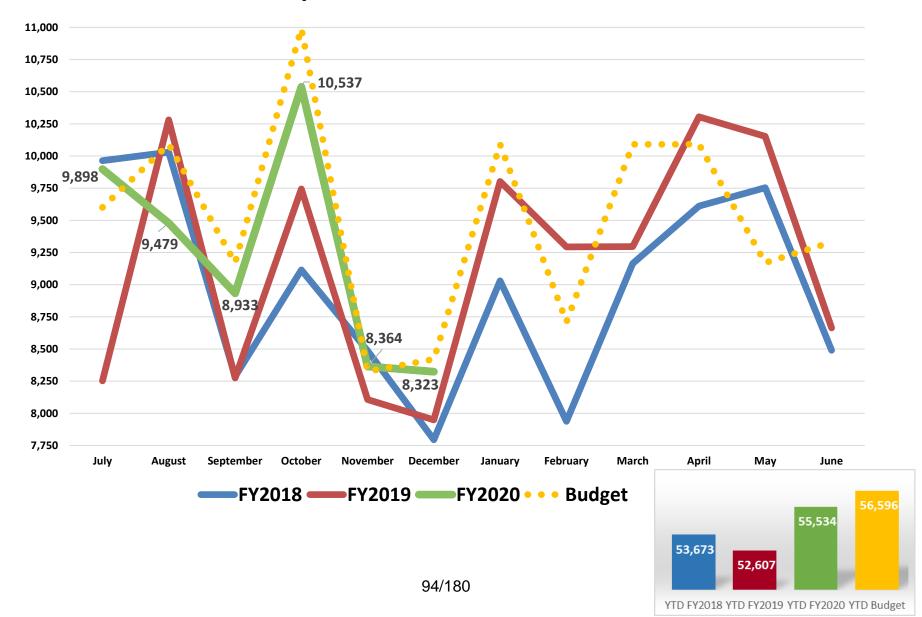
O/P Rehab Services



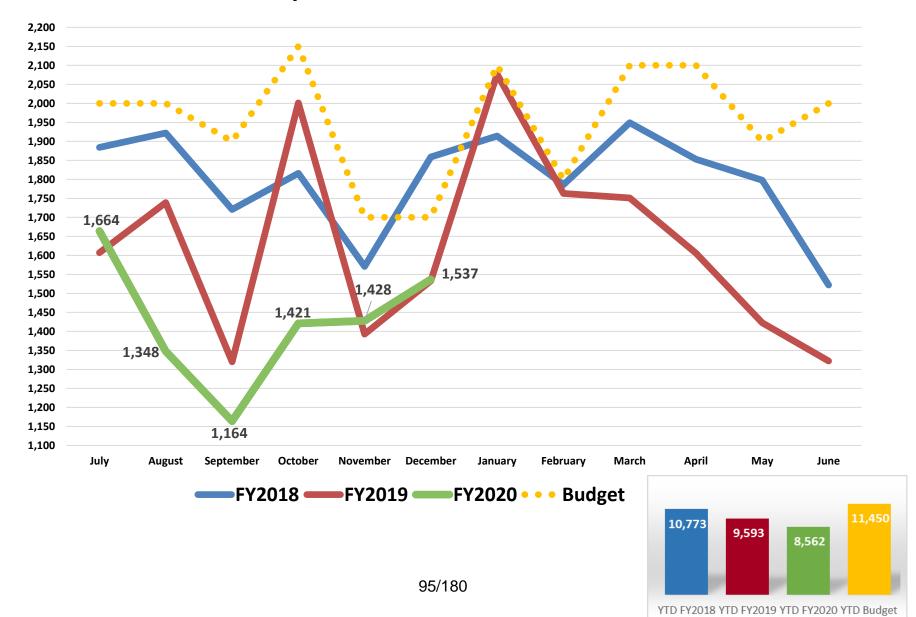
O/P Rehab - Exeter



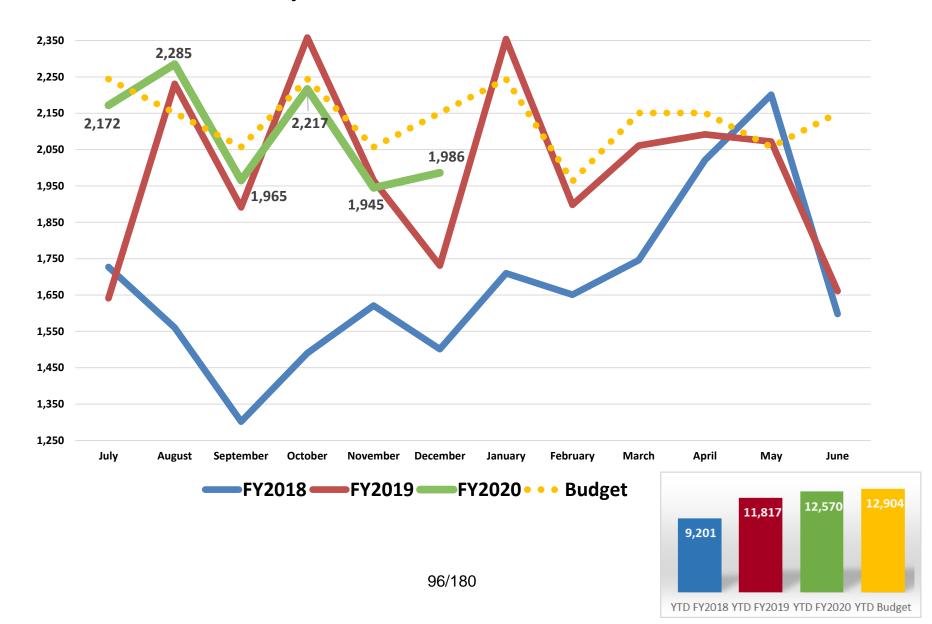
O/P Rehab - Akers



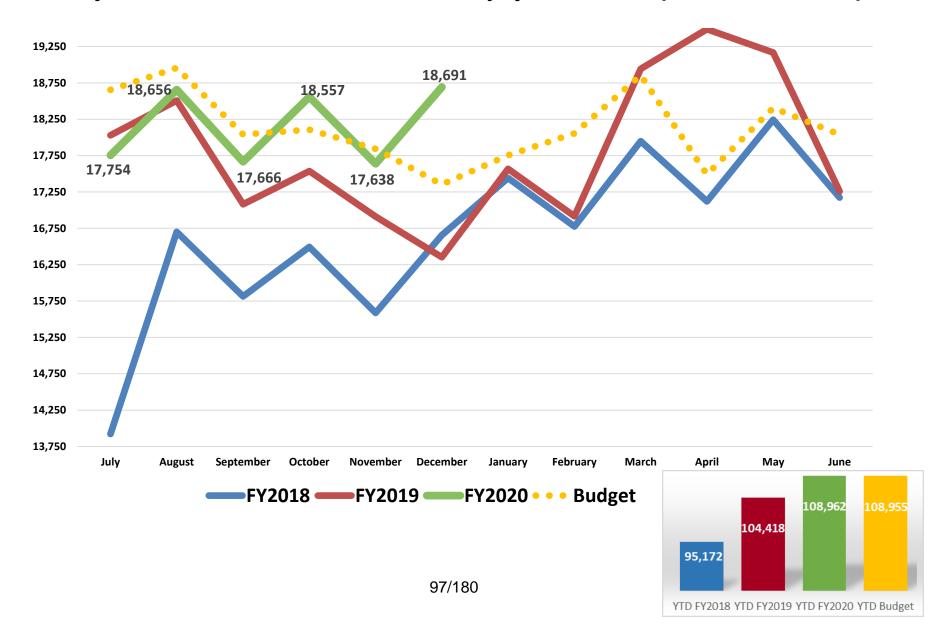
O/P Rehab - LLOPT



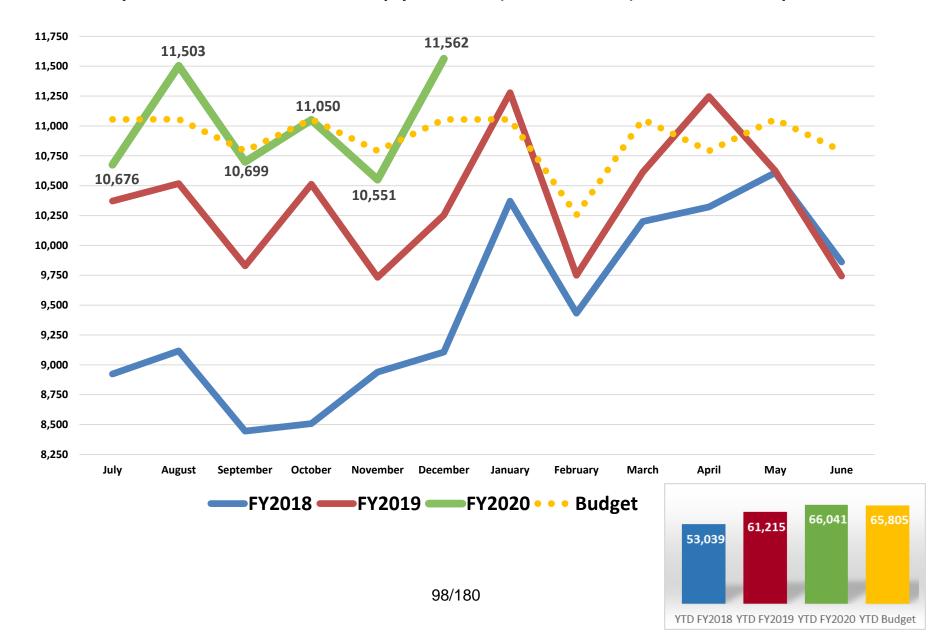
O/P Rehab - Dinuba



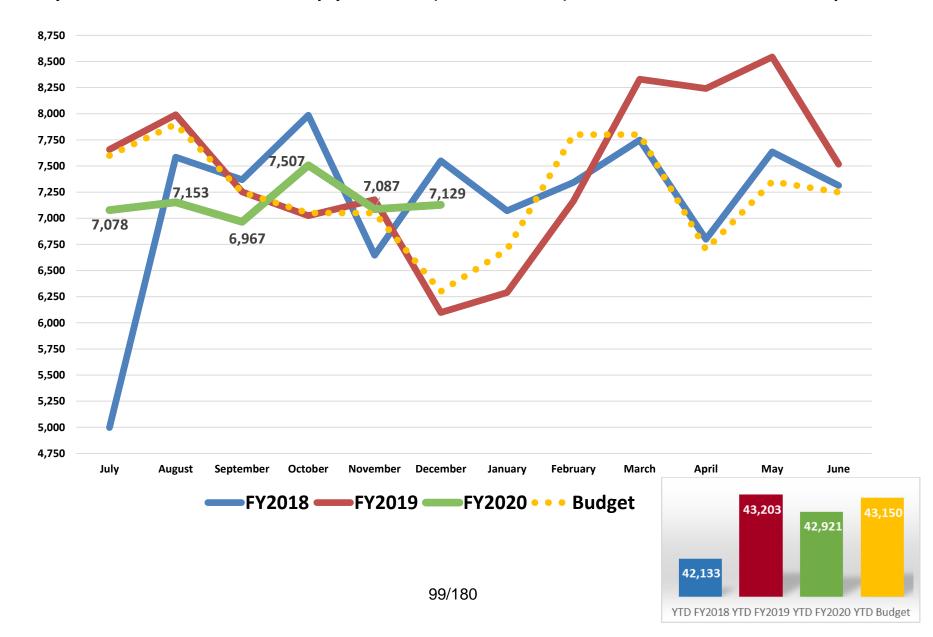
Physical & Other Therapy Units (I/P & O/P)



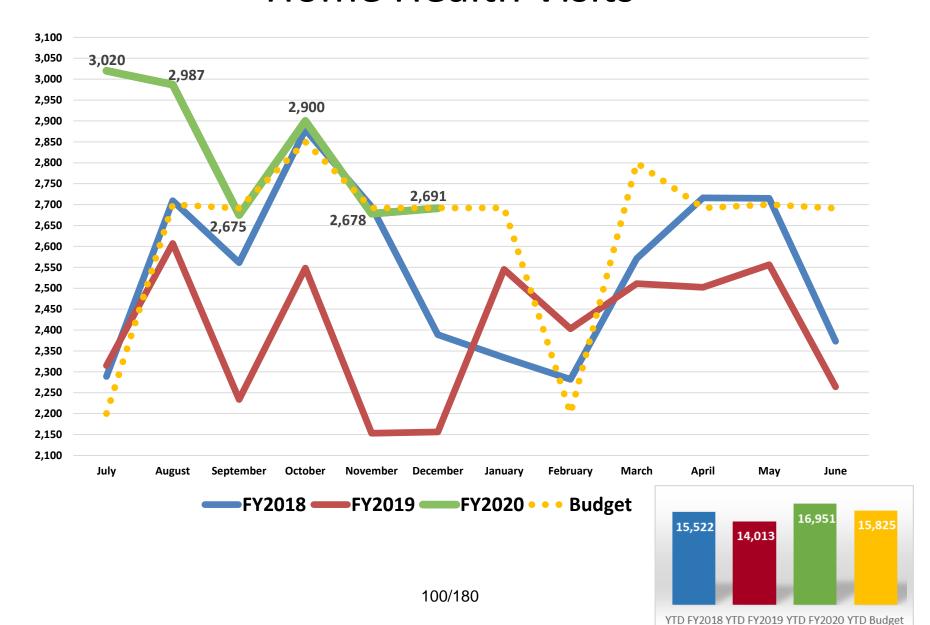
Physical & Other Therapy Units (I/P & O/P)-Main Campus



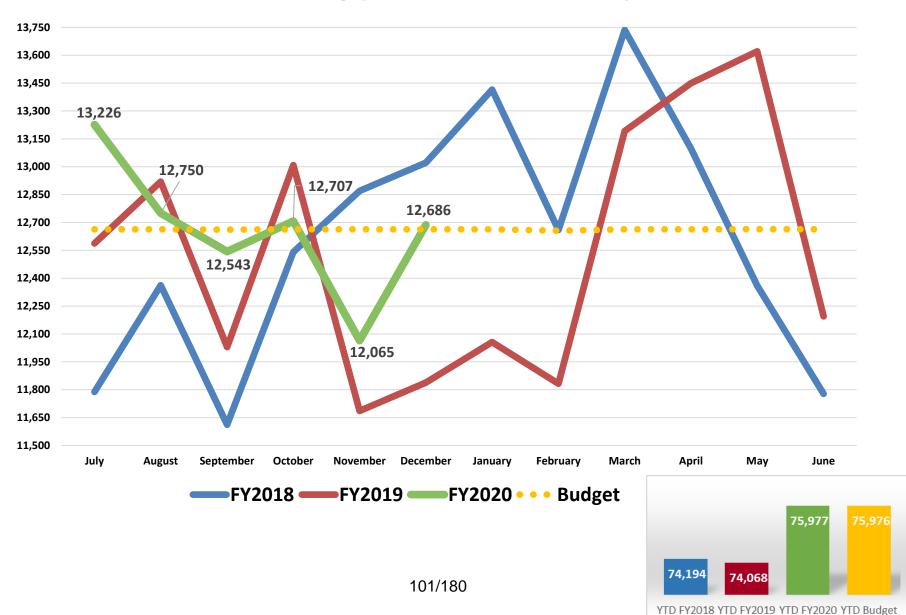
Physical & Other Therapy Units (I/P & O/P)-KDRH & South Campus



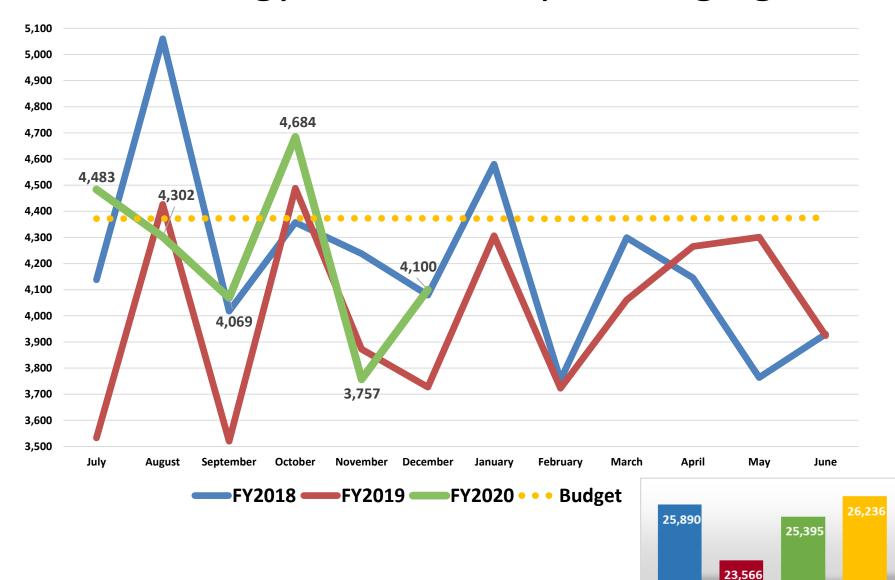
Home Health Visits



Radiology – Main Campus

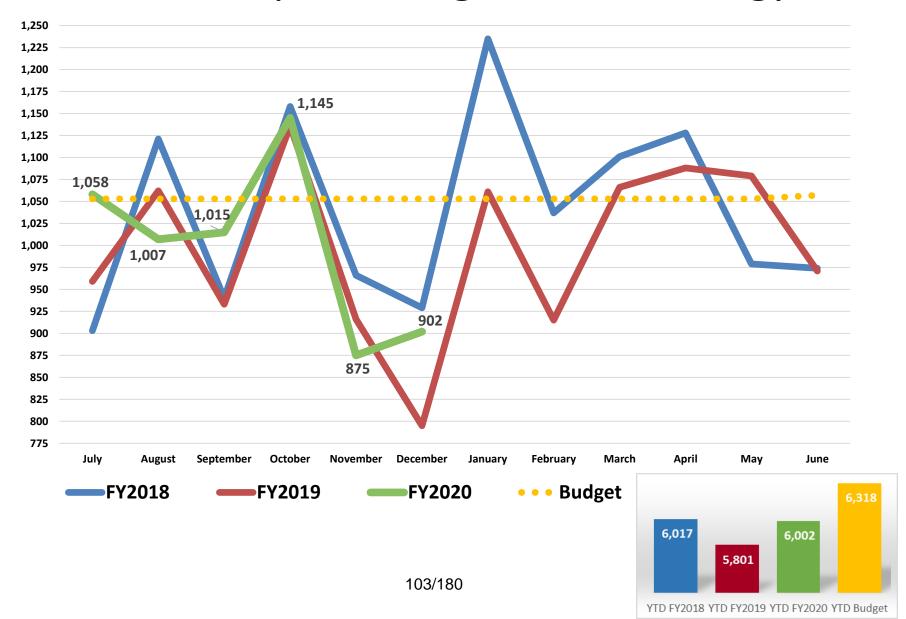


Radiology – West Campus Imaging

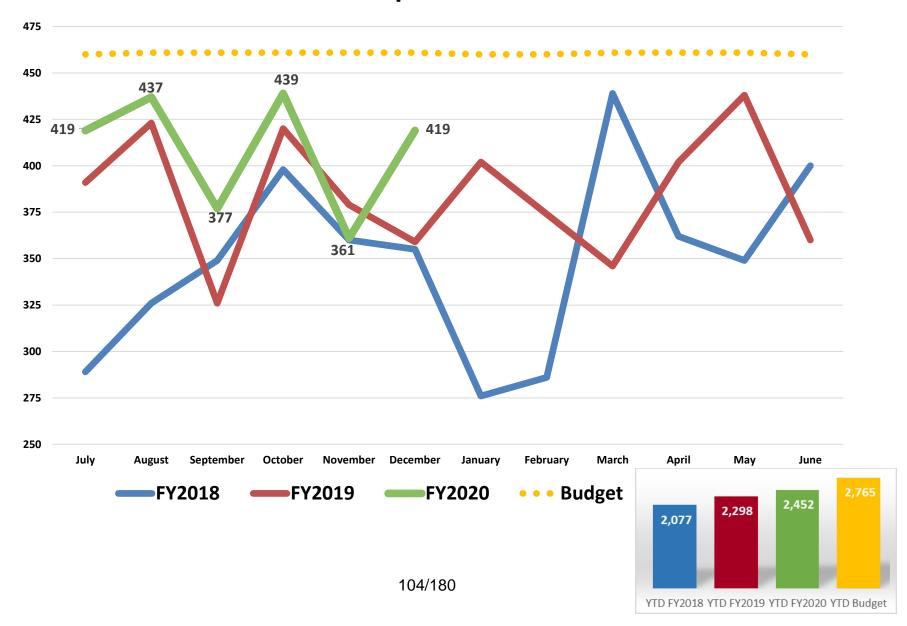


YTD FY2018 YTD FY2019 YTD FY2020 YTD Budget

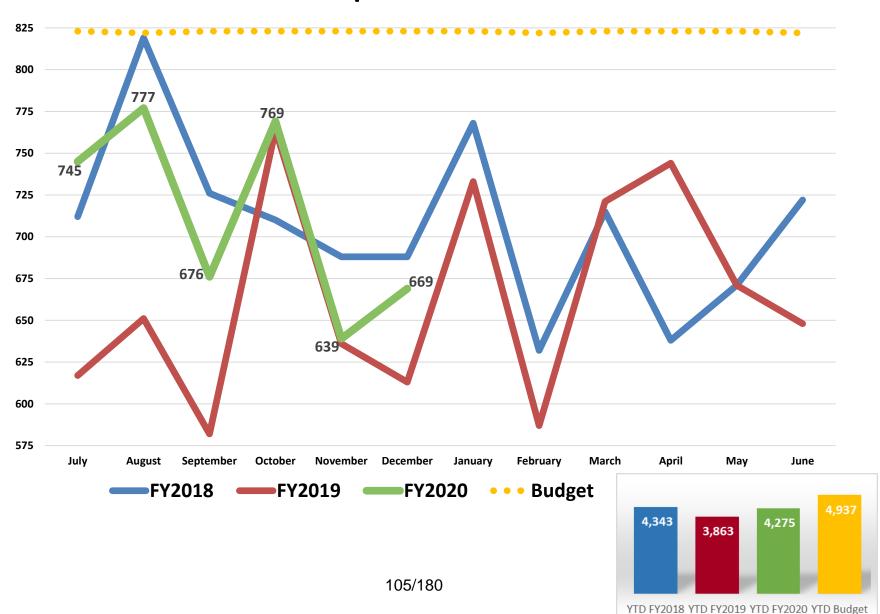
West Campus – Diagnostic Radiology



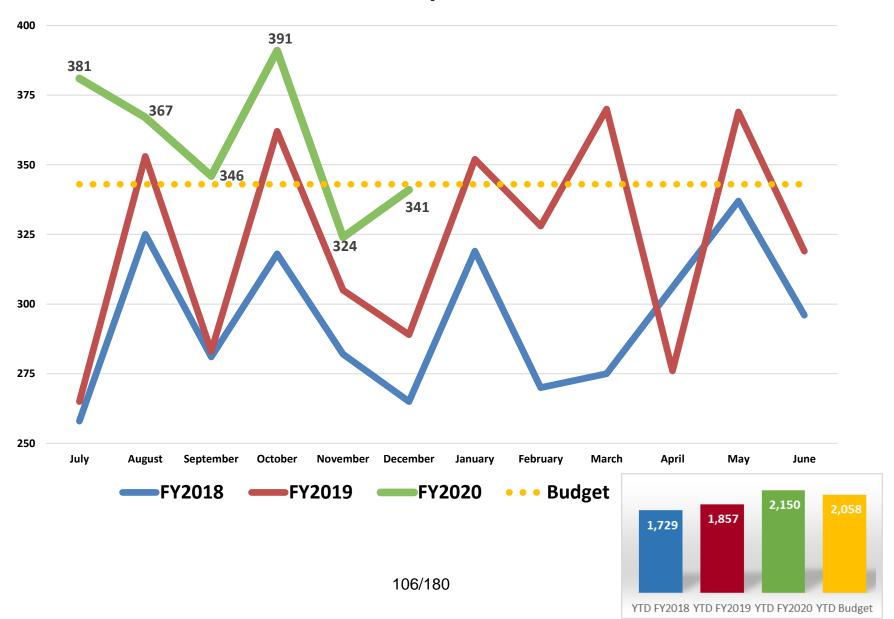
West Campus – CT Scan



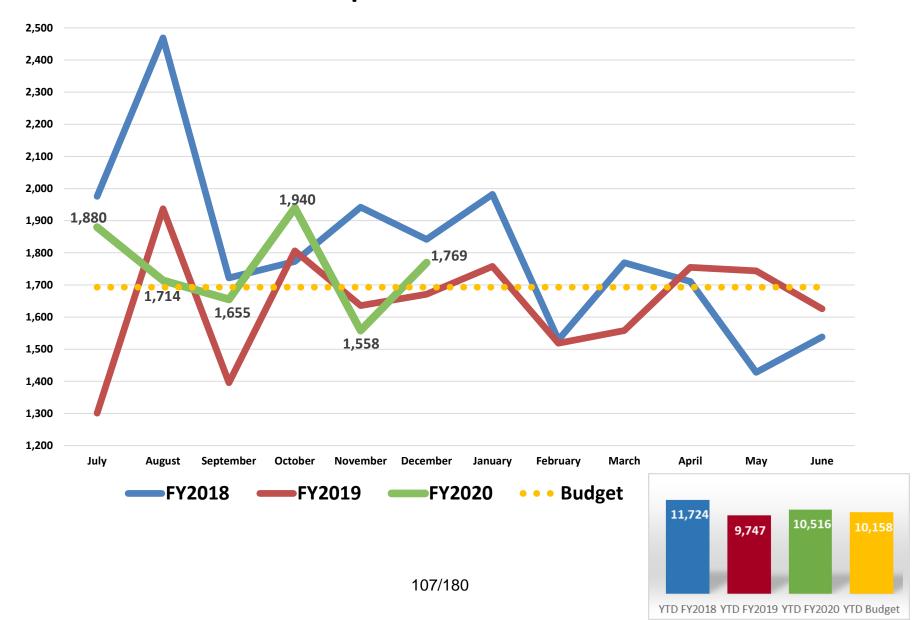
West Campus - Ultrasound



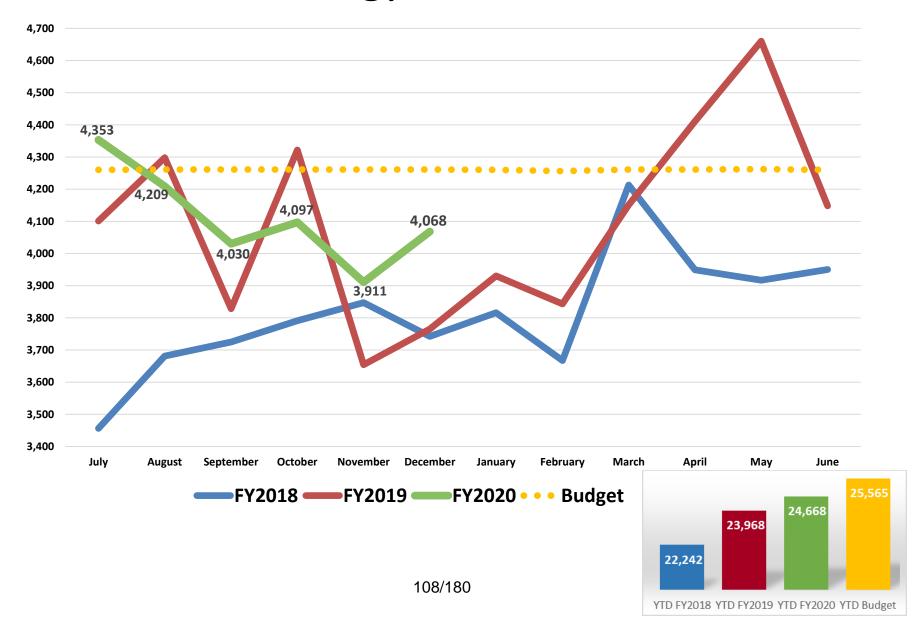
West Campus - MRI



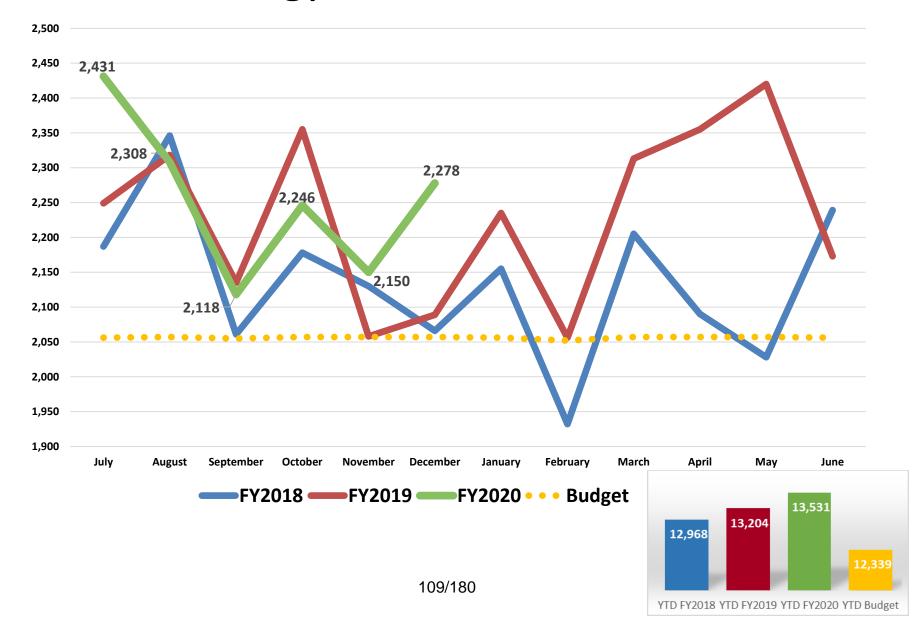
West Campus – Breast Center



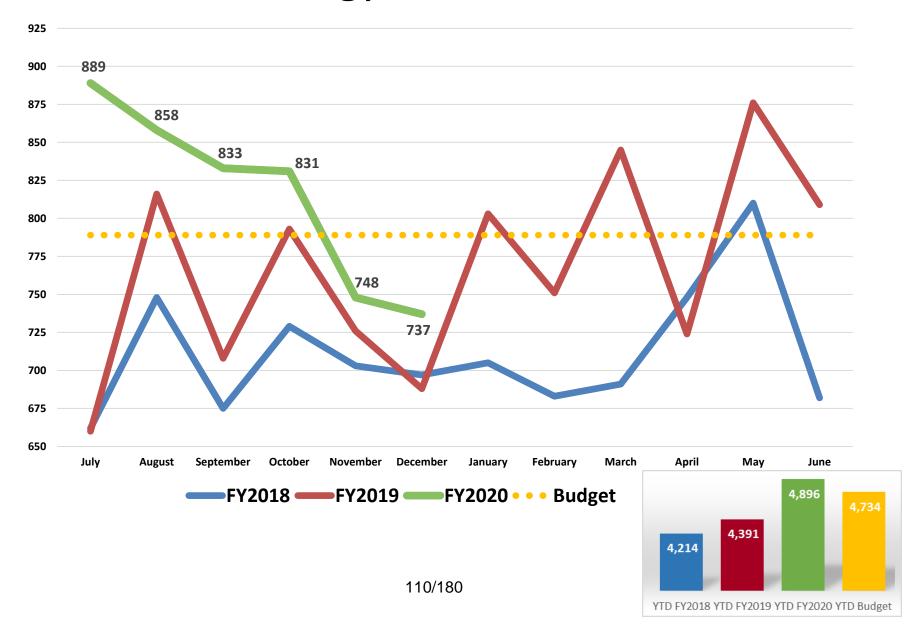
Radiology all areas – CT



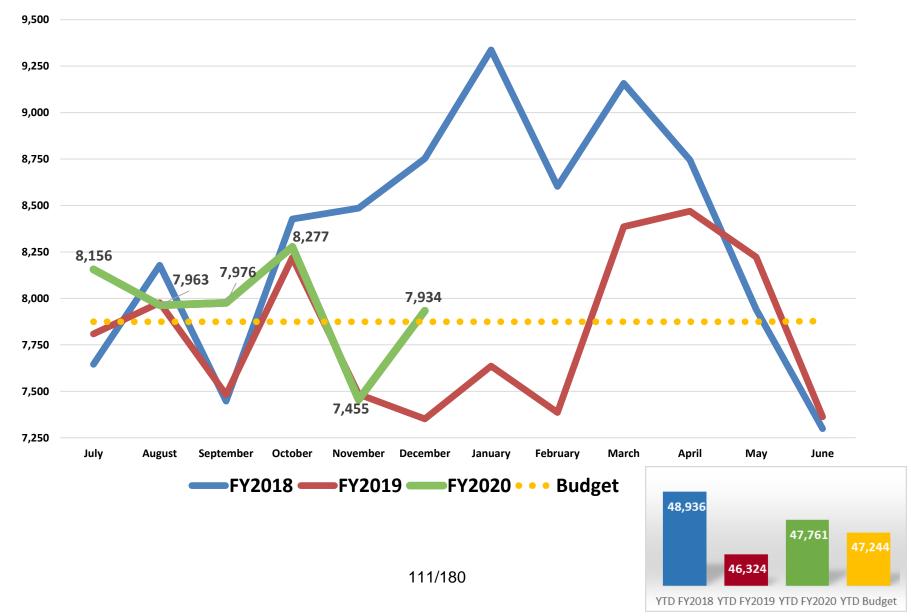
Radiology all areas – Ultrasound



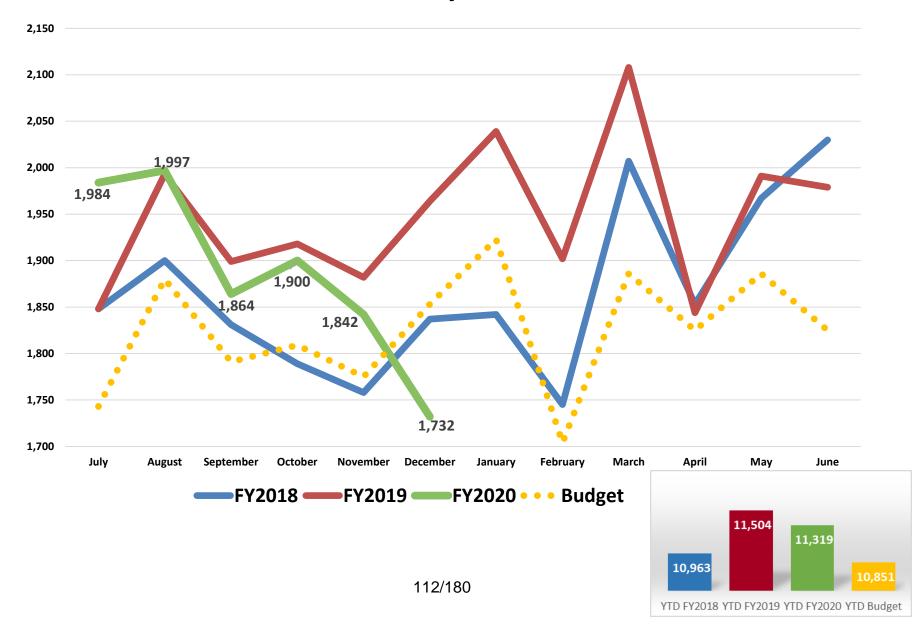
Radiology all areas – MRI



Radiology Modality – Diagnostic Radiology

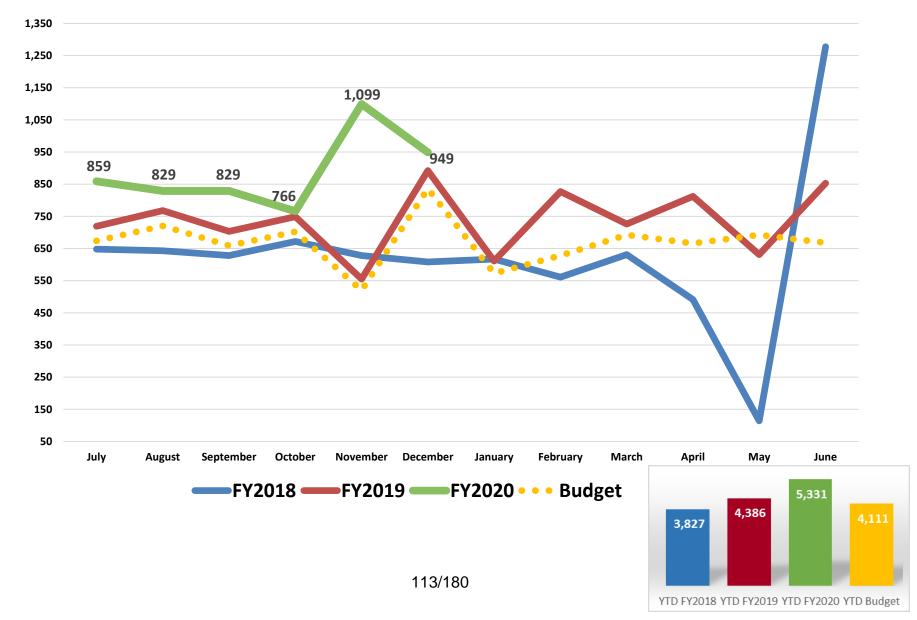


Chronic Dialysis - Visalia



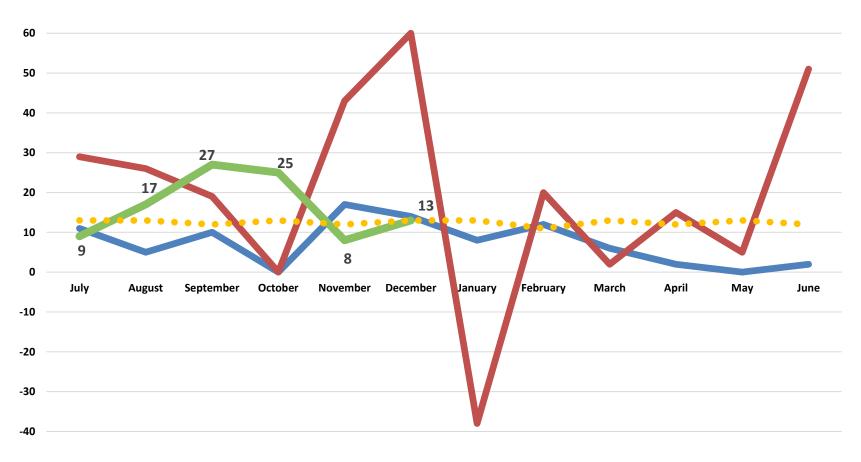
CAPD/CCPD – Maintenance Sessions

(Continuous peritoneal dialysis)



CAPD/CCPD – Training Sessions

(Continuous peritoneal dialysis)







Kaweah Delta Health Care District Annual Report to the Board of Directors

Kaweah Delta Medical Foundation

Paul Schofield, CEO

Contact number: 559-738-7500, ext. 5598

Email: pschofie@kdhcd.org

January 7, 2020

Summary Issue/Service Considered

- Establishing an integrated delivery system whereby the Visalia Medical Clinic (VMC/Group) and Kaweah Delta Health Care District (KDHCD) work in unison to deliver world class healthcare services in Visalia and the surrounding region.
- 2. Leading the expansion of the depth and breadth of medical services provided to the community.

Analysis of financial/statistical data:

- 1. For the first six months of fiscal year 2020, KDHCD's net investment to fund KDMF is \$4,274,285 compared with a budgeted net investment of \$4,460,983.
- 2. For the first six months of fiscal year 2020, work relative value units (wRVUs) were 198,760, compared with 176,222 for the first six months of fiscal year 2019.
- 3. For the first six months of fiscal year 2020, total charges were \$39,614,118, compared with \$35,147,903 for the first six months of fiscal year 2019.
- 4. For the first six months of fiscal year 2020, total collections were \$23,955,990, compared with \$20,330,779 for the first six months of fiscal year 2019.
- 5. For the first six months of fiscal year 2020, patient encounters were 178,859, compared with 173,235 for the first six months of fiscal year 2019.
- 6. Total number of Visalia Medical Clinic physicians on January 1, 2020 is 47, compared to 44 physicians one year ago.
- 7. Total number of Visalia Medical Clinic providers on January 1, 2020 is 67, compared to 61 providers one year ago.

Policy, Strategic or Tactical Issues

The Kaweah Delta Medical Foundation (KDMF) was established just over 4 years ago by KDHCD to provide a mechanism for KDHCD and the VMC to work collaboratively in the provision of health care services. Accordingly, both parties entered into a 10-year Professional Services Agreement (PSA), which will be renegotiated, or terminated, in November of 2025. Subject to California's Corporate Practice of Medicine Laws, KDMF is one of 14 medical foundations that currently exist in California. Just under two-thirds of California medical foundations are investing more annually, as a percent of the respective medical foundation's net revenue, than KDHCD is currently investing in

KDMF with Adventist Health investing the most in its medical foundation than any other medical foundation in the State.

The primary purpose of KDMF is to establish a vehicle through which KDHCD and VMC are able to work collaboratively to ensure better continuity of patient care from initial office visit, to inpatient and outpatient services – including surgery, to home health and hospice services (and everything in between). The two driving goals in forming KDMF (to strengthen physician alignment with KDHCD and to enhance physician recruitment) have not yet been fully achieved. Notwithstanding, KDHCD has continued to invest in KDMF with the hope that said investment will result in tangible positive results.

For the first six months of fiscal year 2020, there are clear signs of improvement:

- 1. Hospital/physician collaboration within KDMF appears to be improving.
- 2. VMC has added 7 providers (and lost 2 providers), since July 1, 2019.
- 3. Financial performance is on budget for the first time since KDMF's formation.

Hospital/Physician Collaboration

A successful strategic planning session was held in June of 2019 at which KDMF formally adopted the new Mission, Vision, and Pillars of KDHCD. Five strategic initiatives were agreed upon: (1) Operational Efficiency, (2) Kaweah Care Culture, (3) Strategic Growth, (4) Innovation, and (5) Integration. Champions for each of the five strategic initiatives were identified, including Malinda Tupper, KDHCD CFO; Dianne Cox, KDHCD VP Human Resources; Paul Schofield, KDMF CEO; Ralph Kingsford, M.D., Executive Director VMC; and Ben Brennan, M.D., Joint Operating Committee member. Progress continues to be made in each of these areas, i.e., engaging a national consulting firm to identify specific opportunities for implementation over the next 3 years.

Growth

The number of Visalia Medical Clinic providers on January 1, 2020 was 67, compared with 61 providers a year ago.

Financial Performance (see financial data section above).

Recommendations/Next Steps

- 1. Continue implementation of the Strategies/Tactics identified in the 2019 Strategic Planning Process under each of the 5 Strategic Initiatives.
- 2. Begin implementation of the recommendations from the ECG report, as agreed to by the KDMF Board of Directors. Specific recommendations include, but are not limited to the following:
 - a. Implementation of a referral management process that maximizes "inhouse" referrals.
 - b. Renegotiation of commercial payer contracts to achieve rates at the 75th percentile.
 - c. Increase the efficiency of the revenue cycle by submitting clean claims which will reduce days in accounts receivable.
 - d. Continue evaluation to better align ancillary services.
 - e. Invite other physician groups into KDMF, including hospital based groups.
 - f. In conjunction with KDHCD, develop an ASC joint venture opportunity.
- 3. Successfully adjust the physician compensation model by the end of fiscal year 2020, as outlined in the PSA.

Approvals/Conclusions

KDMF will focus on the following in the coming year:

- 1. Operate the Medical Foundation to exceed budget expectations.
- 2. Accelerate the recruitment of physicians into KDMF based on community need.
- 3. Look for additional opportunities for operational alignment to drive down cost in the future like we have done this past year in the areas of Lab, IT, and management of physician benefits.
- 4. Focus on the implementation of Strategies/Tactics from the 5 Strategic Planning Initiatives, and the ECG recommendations.
- 5. Continue to support KDHCD in its development of a Rural Health Clinic in the City of Tulare.
- 6. Identify geographic areas outside of Visalia in which to expand.

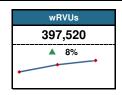
KDHCD ANNUAL BOARD REPORT

Kaweah Delta Medical Foundation

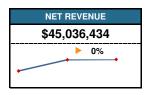
Coby La Blue, KDMF Chief Financial Officer Contact Number: (559) 738-7500 ext. 5525

Email: clablue@kdhcd.org January 16, 2020

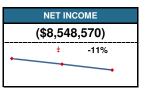
KEY METRICS - FY 2020 ANNUALIZED (Jui-Dec 2019)*



METRICS SUMMARY - 3 YEAR TREND







METRIC 3 YR TREND FY2018 FY2019 FY2020 Work RVUs (wRVUs) 316,971 367,674 397,520 8% \$44,883,063 \$45,036,434 **Net Revenue** \$39,372,163 0% \$46,267,101 \$52,583,954 \$53,585,004 **Total Expenses** 2% Net Income (Investment) (\$6,894,938) (\$7,700,891) (\$8,548,570) -11%

 Net Income (Investment)
 (\$6,894,938)
 (\$7,700,891)
 (\$8,548,570)
 -11%

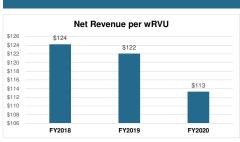
 Net Revenue per wRVU
 \$124
 \$122
 \$113
 1

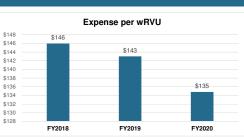
 Expense per wRVU
 \$146
 \$143
 \$135
 -6%

 Net Investment per wRVU
 (\$22)
 (\$21)
 (\$22)
 -3%

(1) Decrease in Net Revenue per WRVU is currently under analysis to determine specific causes of decline from FY2019 experience

PER wrvu trended graphs





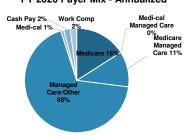


*Note: FY2020 is annualized in graphs and throughout the analysis based on actual results Jul-Dec 2019

PAYER MIX - 3 YEAR TREND

			-Annualized (Jul-Dec 2019)
PAYER	FY2018	FY2019	FY2020
Medicare	19%	23%	16%
Medi-cal Managed Care	0%	0%	0%
Medicare Managed Care	10%	6%	11%
Managed Care/Other	68%	68%	68%
Medi-cal	0%	0%	1%
Cash Pay	2%	1%	2%
Work Comp	1%	2%	2%





KAWEAH DELTA HEALTH CARE DISTRICT (the "District") FINANCE DIVISION MEMORANDUM

TO: Finance Committee, Board of Directors, Chief Executive Officer and Executive Team

FROM: Malinda Tupper, Chief Financial Officer

Jennifer Stockton, Director of Finance

DATE: January 17, 2020

SUBJECT: 2020 Revenue Bonds Final Resolution No. 2066 and TEFRA Resolution No. 2067

On December 18, 2019, the District's Board of Directors (the "Board") approved Resolution No. 6020 and Ordinance No. 19-01 authorizing certain officers of the District to take steps necessary for the issuance of revenue bonds (the "2020 Bonds") in a principal amount not to exceed \$15,000,000 for the purpose of financing the acquisition, installation and equipping of the District's facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects that are approved by the Board (the "2020 Project").

Since approval of Resolution No. 6020 and Ordinance No. 19-01, District staff has evaluated the merits of both a public offering and a private placement of the 2020 Bonds and has elected to utilize Piper Sandler to act as its Placement Agent with respect to the private placement of the 2020 Bonds. The election to pursue a private placement of the 2020 Bonds was based on a competitive process. Both Resolution No. 6020 and Ordinance No. 19-01 have been published twice in the local newspaper, as required by provisions of the State of California Health and Safety Code.

The District is pursuing this bond financing with Signature Public Funding Corp. ("Signature"), for the purchase of all of the 2020 Bonds. Based on the final term sheet received from Signature, management believes that favorable tax-exempt interest rates currently available offer the District the most advantageous structure available, after considering all factors, to the District. Assuming that the 2020 Bonds are closed on or before January 31, 2020, Signature has agreed to a 2.37% fixed interest rate with a 15-year final maturity.

We estimate that the 2020 Bonds will produce net proceeds of \$15,000,000, require total debt service of approximately \$18,118,000 based on an assumed interest rate of 2.37%, a final maturity of June 30, 2035, no debt service reserve fund, and a scheduled closing date of January 31, 2020. Costs associated with issuance of the 2020 Bonds is estimated to be \$150,000 in the aggregate and the estimated placement agent fee is estimated to be an additional \$30,000. This information is provided pursuant to Government Code Section 5852.1 and constitute good faith estimates at the time of passage of the Final Resolution.

The following summarizes the purpose and general content of the final resolution to be reviewed by the Board on January 29, 2020.

Final Resolution No. 2066. The Final Resolution authorizes certain District management and Board members to act on behalf of the District to complete the issuance and sale of the 2020 Bonds. The final resolution describes the use of proceeds of the 2020 Bonds (see above description of the 2020 Project), establishes a limit of \$15,000,000 of principal amount of bonds authorized to be issued, establishes a not to exceed final maturity of 40 years, establishes a not to exceed true interest rate of 3.00% and approves substantially final form of the Eleventh Supplemental Indenture and a Bond Purchase Agreement (if utilized). The final resolution authorizes the President of the Board, the District's Chief Executive Officer, and/or its Chief Financial Officer, and/or its Director of Finance to execute and deliver all documents and take any and all necessary action needed to carry out the intended purposes of this final resolution.

TEFRA Resolution No. 2067. The TEFRA Resolution authorizes issuance of a portion of the 2020 Bonds that relate to the purchase, construction and equipping of the Tulare Clinic facility (the "501(c)(3) Bonds") so that these bond proceeds can be used for the Tulare Clinic facility no matter how that facility is licensed and operated, thus providing greater flexibility for the District and for use of a portion of the proceeds of the 2020 Bonds.

For any questions regarding the documents, please contact Malinda Tupper at 624-4065 or Jennifer Stockton at 624-5536.

KAWEAH DELTA HEALTH CARE DISTRICT

RESOLUTION NO. 2066

A RESOLUTION OF THE BOARD OF DIRECTORS OF KAWEAH DELTA HEALTH CARE DISTRICT AUTHORIZING THE ISSUANCE OF ITS REVENUE BONDS, SERIES 2020, AND THE EXECUTION AND DELIVERY OF AN ELEVENTH SUPPLEMENTAL INDENTURE, AN ESCROW DEPOSIT AGREEMENT AND CERTAIN RELATED MATTERS

WHEREAS, the Board of Directors (the "Board") of KAWEAH DELTA HEALTH CARE DISTRICT (the "District") proposes to issue its revenue bonds pursuant to the Local Health Care District Law of the State of California and the California Government Code to provide funds for (i) financing the acquisition, installation and equipping of the District's facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, for the District's facilities that are approved by the Board, including the reimbursement of moneys advanced by the District for such purpose and all expenditures incidental thereto or connected therewith (collectively, the "Improvements"), and (ii) the payment of the costs of issuance thereof.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The District is a local health care district and a political subdivision organized and existing pursuant to the Local Health Care District Law of the State of California as set forth in sections 32000 *et seq.* of the California Health and Safety Code. The District currently owns and operates hospitals and other health care facilities ("*Hospital Facilities*") within and outside the boundaries of the District in Tulare County, California and in Kings County, California. In connection with the continued operation of the Hospital Facilities and to serve the growing population and medical needs of the District, the District needs to purchase, acquire, install and equip the Improvements to be used in, or in connection with, the Hospital Facilities.

Section 2. The District is hereby authorized to issue, sell and deliver in one or more series revenue bonds of the District designated "Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020" (the "2020 Bonds") in an aggregate principal amount not to exceed fifteen million dollars (\$15,000,000) maturing over a period of not more than forty (40) years and a true interest cost (TIC) of not to exceed three percent (3.0%) per annum, payable semi-annually.

- **Section 3.** The form of the Eleventh Supplemental Indenture (the "*Eleventh Supplement*"), relating to the 2020 Bonds, and supplementing and amending the Indenture, dated as of May 1, 1999, between the District and U.S. Bank National Association (as successor in trust to The Bank of New York Mellon Trust Company, N.A. and BNY Western Trust Company), as trustee (the "*Trustee*") (as supplemented and amended to date, the "*Indenture*"), as made available to the Board, is hereby approved.
- **Section 4.** Each of the President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District, or an individual acting in the capacity of any of them, is hereby authorized, empowered and directed, for and on behalf of the District, to execute and deliver the Eleventh Supplement to the Trustee, in substantially the form thereof made available to the Board, with such changes and modifications therein as such officer may require or approve, such requirement or approval to be conclusively evidenced by such officer's execution and delivery thereof. The principal amounts, series, dated dates, maturity dates, interest rates, denominations, forms, registration privileges, place or places of payment, terms of redemption and other terms of the 2020 Bonds shall be as provided in the Eleventh Supplement, as executed.
- **Section 5.** The 2020 Bonds shall be executed by the manual or facsimile signature of the President of the Board, the Chief Executive Officer or the Chief Financial Officer of the District, or an individual acting in the capacity of any of them, and the seal of the District may (but need not) be affixed thereon (or a facsimile reproduced thereon) and attested by the manual or facsimile signature of the Secretary-Treasurer of the Board or the Director of Finance of the District, in the form set forth in and otherwise in accordance with the Indenture, as supplemented by the Eleventh Supplement.
- **Section 6.** The 2020 Bonds, when so executed, shall be delivered to the Trustee for authentication. The Trustee is hereby requested and directed to authenticate the 2020 Bonds by manually executing the Trustee's Certificate of Authentication appearing thereon, and to deliver the 2020 Bonds, when duly executed and authenticated, to Signature Public Funding Corp., a New York corporation, as purchaser (the "Purchaser"), in accordance with written instructions executed on behalf of the District by the Chief Executive Officer, the Chief Financial Officer or the Director of Finance of the District, or an individual acting in the capacity of any of them, which instructions such officer is hereby authorized and directed, for and on behalf of the District, to execute and deliver to the Trustee. Such instructions shall provide for the delivery of the 2020 Bonds to the Purchaser upon payment of the purchase price therefor.
- **Section 7.** The Secretary-Treasurer of the Board or the Director of Finance of the District is hereby authorized and empowered to attest the signature of the President of the Board, the Chief Executive Officer or the Chief Financial Officer of the District, or an individual acting in the capacity of any of them, as the case may be, and to affix and attest the seal of the District, in any case as may be required in connection with the execution and delivery of the Eleventh Supplement and the 2020 Bonds, all in accordance with the terms and provisions of this resolution.
- **Section 8.** The President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District, and any individual acting in the

capacity of any of them, and such other District personnel as shall be directed by any of the foregoing, are hereby authorized, empowered and directed, jointly and severally, to do any and all things, to take any and all actions, and to execute and deliver any and all documents which they deem necessary or appropriate in order to consummate the issuance, sale and delivery of the 2020 Bonds, including, without limitation, (i) an Escrow Deposit Agreement, among the District, the Purchaser and Signature Bank, a New York state-chartered commercial bank, as escrow agent, and (ii) a Tax Certificate and Agreement, executed by the District and acknowledged by the Trustee, and otherwise to effectuate the purposes of this resolution and the transactions contemplated hereby.

Section 9. The 2020 Bonds and all obligations of the District with respect thereto shall be and remain limited obligations of the District payable exclusively from the revenues of the Hospital Facilities. No recourse shall be had against any properties, funds or assets of the District other than the District's revenues for the payment of any amounts owing pursuant to the 2020 Bonds. The 2020 Bonds will not be secured by the taxing power of the District. No recourse shall be had for the payment of the principal of or interest on the 2020 Bonds or for any claim based thereon against any member, officer or employee of the District or any person executing the 2020 Bonds.

Section 10. The President of the Board, the Chief Executive Officer, the Chief Financial Officer and the Director of Finance of the District, and any individual acting in the capacity of any of them, and such other District personnel as shall be directed by any of the foregoing, are each hereby authorized, empowered and directed, for and on behalf of the District, to take any and all actions necessary or appropriate in order to carry out the intended purposes of this resolution.

Section 11. This resolution shall take effect immediately.

(Signature Page to Follow)

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of Kaweah Delta Health Care District on January 29, 2020, by the following vote:

AYES: Directors:	
NOES: Directors:	
ABSENT:	
	Nevin House
	President, Board of Directors
	Kaweah Delta Health Care District
Attest:	
David Francis	
Secretary-Treasurer, Board of Directors	

Kaweah Delta Health Care District

RESOLUTION NO. 2067

RESOLUTION OF THE BOARD OF DIRECTORS OF KAWEAH DELTA HEALTH CARE DISTRICT APPROVING THE ISSUANCE OF ITS REVENUE BONDS, SERIES 2020

WHEREAS, the Kaweah Delta Health Care District (the "District") is a local health care district and a political subdivision organized and existing pursuant to the Local Health Care District Law of the State of California as set forth in sections 32000 et. seq. of the California Health and Safety Code; and

WHEREAS, the District currently owns and operates hospitals and other health care facilities ("Hospital Facilities") within and outside the boundaries of the District in Tulare County, California and in Kings County, California, and, in connection with the continued operation of the Hospital Facilities and to serve the growing population and medical needs of the District, the District needs to purchase, acquire, install and equip the Projects (as hereinafter defined) to be used in connection with the Hospital Facilities; and

WHEREAS, the Board of Directors (the "Board") of the District has proposed to issue its KAWEAH DELTA HEALTH CARE DISTRICT (TULARE COUNTY, CALIFORNIA) REVENUE BONDS, SERIES 2020 (the "2020 Bonds") pursuant to the Local Health Care District Law of the State of California and the California Government Code to provide funds for financing the acquisition, installation and equipping of the District's facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, and such other facility infrastructure improvements and projects and/or the purchase of equipment, for the District's facilities that are approved by the Board, including the reimbursement of moneys advanced by the District for such purpose and all expenditures incidental thereto or connected therewith (collectively, the "Projects") and the payment of the costs of issuance thereof; and

WHEREAS, a portion of the 2020 Bonds will be issued as qualified 501(c)(3) bonds (the "501(c)(3) Bonds") under section 145 of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, the proposed issuance of qualified 501(c)(3) bonds is required to be approved by the issuer of such bonds, after a public hearing held after reasonable public notice; and

WHEREAS, the District is the issuer of the 501(c)(3) Bonds; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the District, a notice that a public hearing regarding the proposed issuance of the 501(c)(3) Bonds would be held on the date hereof; and

WHEREAS, such public hearing was conducted on the date hereof by the Board at which time an opportunity was provided to interested parties to be heard with respect to the proposed issuance of the 501(c)(3) Bonds and financing of the Projects; and

WHEREAS, it is intended that this resolution shall constitute the approval of the proposed issuance of the 501(c)(3) Bonds required by Section 147(f) of the Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, AS FOLLOWS:

- Section 1. The Board hereby approves the issuance of the 501(c)(3) Bonds by the District. It is the purpose and intent of this Board that this resolution constitutes approval of the issuance of the 501(c)(3) Bonds for the purposes of Section 147(f) of the Code.
- Section 2. The 501(c)(3) Bonds will be a limited obligation of the District and will not create a general obligation or a pledge of the faith and credit or taxing power of the District.
 - Section 3. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of Kaweah Delta Health Care District on January 29, 2020, by the following vote:

AYES: Directors:	
NOES: Directors:	
ABSENT:	
	Nevin House
	President, Board of Directors
	Kaweah Delta Health Care District
Attest:	
David Francis	
Secretary-Treasurer, Board of Directors	
Kaweah Delta Health Care District	

ELEVENTH SUPPLEMENTAL INDENTURE

Dated as of January 1, 2020

Between

KAWEAH DELTA HEALTH CARE DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,

as trustee,

relating to

\$6,800,000

KAWEAH DELTA HEALTH CARE DISTRICT
(TULARE COUNTY, CALIFORNIA)
REVENUE BONDS
SERIES 2020A

\$8,200,000
KAWEAH DELTA HEALTH CARE
DISTRICT
(TULARE COUNTY, CALIFORNIA)
REVENUE BONDS
SERIES 2020B

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ELEVENTH SUPPLEMENTAL INDENTURE

This **ELEVENTH SUPPLEMENTAL INDENTURE** is made and entered into as of January 1, 2020, by and between **KAWEAH DELTA HEALTH CARE DISTRICT**, a local health care district of the State of California (the "*District*"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee (the "*Trustee*"), having a corporate trust office in San Francisco, California, as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A. (together, the "*Prior Trustee*"), and being qualified to accept and administer the trusts hereby created.

WITNESSETH:

WHEREAS, the District is a local health care district duly organized and existing under and pursuant to The Local Health Care District Law of the State of California, constituting Division 23 of the California Health and Safety Code; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District Revenue Bonds, Series 1999A, in the original aggregate principal amount of \$42,000,000, pursuant to an Indenture, dated as of May 1, 1999 (the "1999 Indenture"), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District Revenue Bonds, Series 2003A, in the original aggregate principal amount of \$10,720,000 and its Kaweah Delta Health Care District Revenue Bonds, Taxable Series 2003, in the original aggregate principal amount of \$16,000,000, pursuant to a First Supplemental Indenture, dated as of June 1, 2003 (the "First Supplement"), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2004, in the original aggregate principal amount of \$78,370,000, pursuant to a Second Supplemental Indenture, dated as of August 1, 2004 (the "Second Supplement"), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2005, in the original aggregate principal amount of \$27,500,000, pursuant to a Third Supplemental Indenture, dated as of May 1, 2005 (the "*Third Supplement*"), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2006, in the original aggregate principal amount of \$33,935,000, pursuant to a Fourth Supplemental Indenture, dated as of December 1, 2006 (the "Fourth Supplement"), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2011A, in the original aggregate principal amount of \$5,255,000, and its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2011B, in the original

aggregate principal amount of \$8,235,000, pursuant to a Fifth Supplemental Indenture, dated as of May 1, 2011 (the "Fifth Supplement"), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue and Refunding Bonds, Series 2012, in the original aggregate principal amount of \$75,800,000 (the "2012 Bonds"), pursuant to a Sixth Supplemental Indenture, dated as of July 1, 2012 (the "Sixth Supplement"), between the District and the Prior Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2015A, in the original aggregate principal amount of \$19,361,000 (the "2015A Bonds"), pursuant to a Seventh Supplemental Indenture, dated as of October 1, 2015 (the "Seventh Supplement"), between the District and the Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2015B, in the original aggregate principal amount of \$98,425,000 (the "2015B Bonds"), pursuant to an Eighth Supplemental Indenture, dated as of December 1, 2015 (the "Eighth Supplement"), between the District and the Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2017A, in the original aggregate principal amount of \$13,700,000 (the "2017A Bonds") and Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2017B, in the original aggregate principal amount of \$20,000,000 (the "2017B Bonds"), pursuant to a Ninth Supplemental Indenture, dated as of April 1, 2017 (the "Ninth Supplement"), between the District and the Trustee; and

WHEREAS, the District has heretofore issued, sold and delivered its Kaweah Delta Health Care District (Tulare County, California) Revenue Refunding Bonds, Series 2017C, in the original aggregate principal amount of \$59,511,000 (the "2017C Bonds"), pursuant to a Tenth Supplemental Indenture, dated as of December 1, 2017 (the "Tenth Supplement"), between the District and the Trustee; and

WHEREAS, the District intends to authorize, issue, sell and deliver \$6,800,000 in aggregate principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020A (the "2020A Bonds") and \$8,200,000 in aggregate principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020B (the "2020B Bonds" and together with the 2020A Bonds, the "2020 Bonds"), pursuant to the provisions of section 32315 et seq. of the California Health and Safety Code and pursuant to the provisions of Chapter 6 (commencing with section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code (except that the provisions of Article 3 of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code shall not apply) for the purposes of financing the 2020 Project (as defined herein); and

WHEREAS, the 2020 Bonds will be issued as "Additional Bonds" (as defined in the 1999 Indenture) and the conditions set forth in the Indenture for the issuance of the 2020 Bonds as Additional Bonds have been satisfied; and

WHEREAS, the District is executing and delivering this Eleventh Supplemental Indenture (this "Eleventh Supplement" and, together with the 1999 Indenture, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, the Seventh Supplement, the Eighth Supplement, the Ninth Supplement and the Tenth Supplement, the "Indenture") in order to provide for the authentication and delivery of the 2020 Bonds, to establish and declare the terms and conditions upon which the 2020 Bonds will be issued and delivered and to secure the payment of the principal thereof, premium (if any) and interest thereon; and

WHEREAS, the District hereby certifies that all acts and proceedings required by law or necessary to make the 2020 Bonds, when executed by the District and authenticated and delivered by the Trustee, the duly issued, valid, binding and legal limited obligations of the District, and to constitute the Indenture, as hereby supplemented, a valid and binding agreement for the uses and purposes herein and therein set forth in accordance with their respective terms, have been done and taken, and the execution and delivery of this Eleventh Supplement has been in all respects duly authorized;

NOW, THEREFORE, THIS ELEVENTH SUPPLEMENT WITNESSETH, that in order to secure the payment of the principal of, premium (if any) and interest on all Bonds at any time issued and outstanding pursuant to the Indenture, according to their tenor, and to secure the performance and observation of all of the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2020 Bonds are to be issued and sold, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2020 Bonds by the holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the District does hereby covenant and agree with the Trustee, for the benefit of the holders from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 <u>Definitions</u>. Unless the context otherwise requires, or as otherwise defined herein, defined terms identified by initial capital letters herein and in any certificate, opinion or other document executed and delivered pursuant hereto shall have the same meanings as set forth in the Indenture.

"2020 Project" means the acquisition, installation and equipping of the District's facilities, including the purchase, acquisition and improvement of the Tulare Clinic located at 1000 North Mooney Boulevard, Tulare, California, certain medical equipment and software, including, without limitation, a CT Scanner, a Da Vinci Surgical Robot, a Lab Chemistry and Coagulation Analyzer, a Cath Lab Artis Q Upgrade, radiology rooms, and such other facility

infrastructure improvements and projects and/or the purchase of equipment, for the District's facilities that are approved by the Board.

"Additional Bonds" means all Bonds authorized by and at any time Outstanding pursuant to the Indenture and any indenture supplemental thereto.

"Board" means the Board of Directors of the District.

"Bonds" means the Kaweah Delta Health Care District Revenue Bonds, authorized by and at any time Outstanding pursuant to this Indenture, including the 2012 Bonds, the 2015A Bonds, the 2017B Bonds, the 2017B Bonds, the 2017C Bonds, the 2020 Bonds and any Additional Bonds.

"Default Rate" means a rate of interest of 6.00% per annum.

- "Determination of Taxability" means, and shall be deemed to have occurred on the first to occur of, the following:
- (i) on the date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred:
- (ii) on the date when the Owner or any former Owner notifies the District that it has received a written opinion by a nationally recognized attorney or firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within one hundred eighty (180) days after receipt by the District of such notification from the Owner or any former Owner, the District shall deliver to the Owner and any former Owner (a) absent any occurrence described in clauses (i), (iii) or (iv) of this definition of "Determination of Taxability, an opinion of a nationally recognized attorney or firm of attorneys of substantial experience on the subject of tax-exempt municipal finance reasonably acceptable to the Owner stating that an Event of Taxability has not occurred or (b) a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;
- (iii) on the date when the District shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the District, or upon any review or audit of the District or upon any other ground whatsoever, an Event of Taxability shall have occurred; or
- (iv) on the date when the District shall receive notice from the Owner or any former Owner that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Owner or such former Owner the interest with respect to the 2020 Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (iii) or (iv) hereunder unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Owner or former Owner, the District shall promptly reimburse such Owner or former Owner for any payments, including any taxes, interest, penalties or other charges, such Owner (or former Owner) shall be obligated to make as a result of the Determination of Taxability.

"Escrow Agent" means Signature Bank, a New York state-chartered commercial bank, as escrow agent pursuant to the Escrow Agreement.

"Escrow Agreement" means the Escrow Deposit Agreement, dated as of January 1, 2020, among the District, the Purchaser and the Escrow Agent.

"Event of Taxability" means (i) the taking of any action by the District, or the failure to take any action by the District, or the making by the District of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the 2020 Bonds, which has the effect of causing interest paid or payable with respect to the 2020 Bonds to become includable, in whole or in part, in the gross income of the Owner or any former Owner for federal income tax purposes or (ii) the passage of any federal or state law, or the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which law, ruling, decree, judgment or action shall be final under applicable law, in either case, which has the effect of causing interest paid or payable with respect to the 2020 Bonds to become includable, in whole or in part, in the gross income of the Owner or any former Owner for federal income tax purposes with respect to the 2020 Bonds.

"Owner" means the registered owner of the respective series of 2020 Bonds.

"Purchaser" means Signature Public Funding Corp., a New York corporation.

"Taxable Period" has the meaning set forth in Section 2.02(c) hereof.

"Taxable Rate" means [_____].

ARTICLE II

THE BONDS

Section 2.01 <u>Authorization of the 2020 Bonds</u>. The District hereby authorizes the issuance and sale of \$6,800,000 in aggregate original principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020A and \$8,200,000 in aggregate original principal amount of its Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020B, pursuant to the provisions of section 32315 *et seq.* of the California Health and Safety Code and pursuant to the provisions of Chapter 6 (commencing with section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code (except that the provisions of Article 3 of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code shall not apply), subject to and in accordance with the terms and conditions

set forth in the Indenture and herein. This Eleventh Supplement confirms the District's continuing agreement with the Holders of the Bonds from time to time to secure the full payment of the principal of, premium, if any, and interest on all Bonds Outstanding from time to time pursuant to the Indenture in accordance with the covenants, provisions and conditions contained in the Indenture, including this Eleventh Supplement.

Section 2.02 Terms of the 2020 Bonds.

- (a) The 2020A Bonds shall be issued initially in the form of a single fully-registered Bond, numbered R-1, in the amount of \$6,800,000, registered initially in the name of the Purchaser, and evidenced by one bond certificate. The 2020B Bonds shall be issued initially in the form of a single fully-registered Bond, numbered R-1, in the amount of \$8,200,000, registered initially in the name of the Purchaser, and evidenced by one bond certificate. The 2020 Bonds shall be dated and bear interest from their initial date of delivery, computed on the basis of a 360-day-year comprised of twelve 30-day months, payable semiannually on December 1 and June 1 of each year, commencing June 1, 2020, until the 2020 Bonds are paid or redeemed. The 2020 Bonds shall mature in the year 2035, shall bear interest at the rate of 2.37% per annum, and shall be subject to redemption as provided in Article IV hereof. Debt service schedules for the 2020 Bonds are attached hereto as Exhibit D.
- (b) Default Rate. Upon the occurrence and continuation of an Event of Default, the 2020 Bonds shall bear interest at the Default Rate, provided that, for the purposes of this Section 2.02(b), a default in the due and punctual payment of principal of or interest on the 2020 Bonds shall not be deemed to have occurred until the 11th day after such principal or interest is due.

(c) Taxable Rate.

- (i) In the event a Determination of Taxability occurs, to the extent not payable to each Owner under the terms of this Eleventh Supplemental Indenture and the 2020 Bonds, the District hereby agrees to pay to each Owner on demand therefor (A) an amount equal to the difference between (1) the amount of interest that would have been paid to such Owner on the 2020 Bonds during the period for which interest on the 2020 Bonds is included in the gross income of such Owner if the 2020 Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "Taxable Period"), and (2) the amount of interest actually paid to the Owner during the Taxable Period, and (B) an amount equal to any interest, penalties or charges owed by such Owner as a result of interest on the 2020 Bonds becoming included in the gross income of such Owner, together with any and all external attorneys' fees, court costs, or other reasonable out-of-pocket costs incurred by such Owner in connection therewith.
- (ii) Subject to the provisions of clauses (iii) and (iv) below, such Owner shall afford the District the opportunity, at the District's sole cost and expense, to contest any challenge to the validity of the tax exemption with respect to the interest on the 2020 Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals).

- (iii) As a condition precedent to the exercise by the District of its right to contest set forth in clause (ii) above, the District shall, within thirty (30) days of the written demand therefor, reimburse such Owner for any and all expenses (including attorneys' fees or other costs for services that may be required or desirable, as determined by such Owner in its sole discretion) that may be incurred by the Owner in connection with any such contest, and shall, on demand, immediately reimburse the Owner for any and all penalties or other charges payable by such Owner for failure to include such interest in its gross income.
- (iv) The obligations of the District under this Section 2.02(c) shall survive the termination of this Eleventh Supplemental Indenture, and the redemption or other payment in full of the 2020 Bonds.
- Section 2.03 Form of the 2020 Bonds. The 2020 Bonds and the Trustee's certificate of authentication and the assignment to appear thereon shall be in substantially the form set forth as Exhibit A hereto, with such necessary or appropriate variations, omissions and insertions as may be permitted or required by the Indenture, including this Eleventh Supplement.
- Section 2.04 <u>Execution, Transfer, Exchange, Etc. of Bonds</u>. The 2020 Bonds shall be executed, and subject to transfer, exchange, registration, replacement, as more fully provided in Section 2.04 through and including Section 2.09 of the 1999 Indenture. Notwithstanding any provision of the Indenture, including this Eleventh Supplement, to the contrary:
- (a) Purchaser reserves the right—without the consent of (but with notice to) the District—to assign, sell or otherwise transfer the 2020 Bonds (or interests therein) to a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), an "accredited investor" as defined in section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Accredited Investor"), or a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors, upon receipt of a certificate of such Qualified Institutional Buyer, Accredited Investor, or other entity, as the case may be, accepting the certifications and warranties of the Purchaser made in the Bond Purchaser Letter, dated the date of the 2020 Bonds.
- (b) The District and the Trustee shall be entitled to treat the person in whose name any 2020 Bond is registered as the bondholder thereof for all purposes of the Indenture, including this Eleventh Supplement, and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the District; and the District and the Trustee shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the 2020 Bonds. Neither the District nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party except for the holder of any 2020 Bond.

Section 2.05 Validity of the 2020 Bonds.

(a) The Board has reviewed all proceedings heretofore taken relative to the authorization of the 2020 Bonds and, as a result of such review, hereby finds and determines that

all acts, conditions and facts required by law to exist, happen or be performed precedent to the issuance of the 2020 Bonds have been performed, have happened and do exist, in due time, form and manner as required by law, and the Board is now authorized, pursuant to each and every requirement of the Law to issue the 2020 Bonds in the form and manner provided in the Indenture, including this Eleventh Supplement, and the 2020 Bonds shall be entitled to the benefit, protection and security of the provisions of the Indenture, including this Eleventh Supplement.

(b) From and after the issuance of the 2020 Bonds, the findings and determinations of the Board with respect to the 2020 Bonds shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of the 2020 Bonds is at issue, and no *bona fide* purchaser of any of the 2020 Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance or to the application of the proceeds of sale of the 2020 Bonds. The recital contained in the 2020 Bonds that the same are issued pursuant to the Law and the Indenture, including this Eleventh Supplement, shall be conclusive evidence of their validity and of the regularity of the issuance and all 2020 Bonds shall be incontestable from and after the issuance thereof. The 2020 Bonds shall be deemed to be issued within the meaning of the Indenture whenever the 2020 Bonds have been delivered to the Purchaser and the proceeds of sale thereof have been received by the Escrow Agent.

ARTICLE III

ISSUANCE OF 2020 BONDS; APPLICATION OF PROCEEDS

Section 3.01 <u>Issuance of the 2020 Bonds</u>. At any time after the adoption and execution of this Eleventh Supplement, the District may issue and sell the 2020A Bonds in the aggregate principal amount of \$6,800,000 and the 2020B Bonds in the aggregate principal amount of \$8,200,000.

Section 3.02 Application of Proceeds. The proceeds received from the sale of the 2020A Bonds (\$6,800,000) shall be deposited with the Escrow Agent pursuant to the Escrow Agreement in a separate account (the "2020A Project Account") and the proceeds received from the sale of the 2020B Bonds (\$8,200,000) shall be deposited with the Escrow Agent pursuant to the Escrow Agreement in a separate account (the "2020B Project Account" and together with the 2020A Project Account, the "2020 Project Account"). The proceeds of the 2020 Bonds deposited in the 2020 Project Account will be used to pay the costs of the 2020 Project. Concurrently with the issuance of the 2020 Bonds, the District will deposit with the Trustee an equity contribution in the amount of \$[_____] (the "Equity Contribution"). The Trustee will deposit the Equity Contribution into the Costs of Issuance Fund to pay Costs of Issuance of the 2020 Bonds.

Section 3.03 <u>Establishment and Application of Costs of Issuance Fund</u>. The Trustee shall establish, maintain and hold in trust a separate fund designated the "Costs of Issuance Fund." Moneys deposited in the Costs of Issuance Fund shall be used to pay Costs of Issuance of the 2020 Bonds upon requisition of the District in substantially the form attached hereto as <u>Exhibit B</u> stating the Person to whom payment is to be made (which may be the District in the

case of reimbursement for costs theretofore paid by the District), the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against the Costs of Issuance Fund. At the end of ninety (90) days following the date of issuance of the 2020 Bonds, or upon the earlier receipt of a certificate of the District that all Costs of Issuance have been paid, the Costs of Issuance Fund shall be closed and any amounts then remaining in said fund shall be transferred to the District.

Agent. The moneys in the 2020 Project Account Held by the Escrow Agent shall be used and withdrawn by the District solely to pay the costs of the 2020 Project, pursuant to the Escrow Agreement. Before any payment from the 2020 Project Account shall be made, the District shall file or cause to be filed with the Escrow Agent a requisition in the forms attached hereto as Exhibit C and to the Escrow Agreement as Schedule B, the terms of which are incorporated by reference. Upon receipt of a requisition, signed by an Authorized Representative, the Escrow Agent shall pay the amount set forth in such requisition as directed by the terms thereof out of the 2020 Project Account pursuant to the Escrow Agreement. Neither the Escrow Agent nor the Trustee shall have any duty to verify any statement contained in the requisition and may rely conclusively on the direction given in the requisition.

The Escrow Agent need not make any portion of such payment to the extent it has received any written notice of claim of lien, attachment upon, or claim affecting the right to receive payment of, any portion of the monies to be so paid, that has not been released or will not be released simultaneously with such payment. When the 2020 Project has been completed, the District shall deliver or cause to be delivered to the Escrow Agent a certificate of the District stating that fact and the date of such completion and stating that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the 2020 Project Account is to be maintained in the full amount of such claims until such dispute is resolved), and the Escrow Agent shall transfer to the Trustee any remaining balance in the 2020 Project Account, less the amount of any such retention, for deposit into the Principal Account of the Revenue Fund and use such moneys to pay the next maturing principal of the 2020 Bonds.

ARTICLE IV

REDEMPTION OF 2020 BONDS

Section 4.01 <u>Terms of Redemption</u>.

(a) <u>Mandatory Redemption</u>. The 2020A Bonds mature on June 1, 2035, and are subject to mandatory redemption from sinking account payments to be deposited by the District with the Trustee, at the principal amount thereof, together with accrued interest thereon to the date of redemption, but without premium, in the amounts and on the dates set forth below:

Redemption Date	Principal Amount
(June 1)	<u>Redeemed</u>
2029	\$165,000
2030	1,045,000

2031	1,065,000
2032	1,090,000
2033	1,120,000
2034	1,145,000
2035*	1,170,000

^{*}Maturity

(b) The 2020B Bonds mature on June 1, 2029, and are subject to mandatory redemption from sinking account payments to be deposited by the District with the Trustee, at the principal amount thereof, together with accrued interest thereon to the date of redemption, but without premium, in the amounts and on the dates set forth below:

Redemption Date	Principal Amount
(June 1)	<u>Redeemed</u>
2021	\$845,000
2022	865,000
2023	885,000
2024	905,000
2025	930,000
2026	950,000
2027	970,000
2028	995,000
2029*	855,000

^{*}Maturity

Notice of redemption shall not be required for mandatory redemptions under this Section 4.01(a) for a series of the 2020 Bonds, so long as such series of 2020 Bonds has a single Owner.

(c) Optional Redemption. The 2020 Bonds are subject to redemption prior to their stated maturity, at the option of the District, in whole only, on any date on or after June 1, 2020, at the following redemption prices (expressed as a percentage of the principal amount of 2020 Bonds called for redemption), together with interest accrued thereon to the date fixed for redemption:

Redemption Period	Redemption
(both dates inclusive)	<u>Price</u>
June 1, 2020 to May 31, 2025	102%
June 1, 2025 to May 31, 2030	101%
June 1, 2030 and thereafter	100%

(d) <u>Special Redemption</u>. The 2020 Bonds are subject to redemption prior to their respective stated maturities at the option of the District as a whole on any date, or in part in such amounts of such maturities and on such dates as may be selected by the District (or if the

District fails to designate such maturities, in inverse order of maturity) and by lot within a maturity on any Interest Payment Date, from moneys required to be deposited in the Special Redemption Account pursuant to Section 7.06 of the 1999 Indenture, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium.

Section 4.02 <u>Selection of Bonds for Redemption</u>. Whenever provision is made in this Eleventh Supplement for the redemption of less than all of the 2020 Bonds, the District shall select the 2020 Bonds to be redeemed, subject to the provisions of Section 4.01 hereof, from all 2020 Bonds not previously called for redemption, in minimum denominations of \$100,000 and shall promptly notify the Trustee in writing of the 2020 Bonds or portions thereof so selected for redemption.

Section 4.03 <u>Notice of Redemption</u>. Notice of redemption of any 2020 Bonds shall be given in the manner and with the effect provided in Sections 4.03 through 4.05 of the 1999 Indenture.

Section 4.04 <u>Surrender of Bonds</u>. The 2020 Bonds subject to mandatory redemption pursuant to Section 4.01(a) hereof do not need to be surrendered for annual payment of principal, except at maturity, and payment shall be made by wire transfer to the Owner, so long as the respective 2020 Bonds are held by a single Owner. If the Owner has not surrendered the 2020 Bonds at maturity, the Trustee will provide written notice to the Owner that the 2020 Bonds have matured and request surrender.

ARTICLE V BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

Section 5.01 <u>Appointment</u>. U.S. Bank National Association (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.) is hereby appointed as initial Bond Registrar, initial Transfer Agent and initial Paying Agent with respect to the 2020 Bonds for all purposes provided in this Eleventh Supplement, and will have all of the powers and duties set forth herein with no liability in connection with any action or omission to act pursuant hereto, except for its own negligence or willful misconduct. The District reserves the right to remove and replace the Bond Registrar, the Transfer Agent and/or the Paying Agent at any time.

Section 5.02 <u>Authorization and Direction</u>. Upon receipt of a written order of the Chief Executive Officer, the Chief Financial Officer or the Director of Finance of the District, directing the initial authentication, registration and delivery of the 2020 Bonds, the Bond Registrar is hereby authorized to authenticate, register and deliver the 2020 Bonds to the Purchaser pursuant to and in accordance with such order.

ARTICLE VI

CONFIRMATION AND RATIFICATION

Section 6.01 <u>Reaffirmation</u>. The District and the Trustee hereby reaffirm the provisions of Articles V through XIV of the 1999 Indenture, as amended, as if fully set forth herein. In particular, Section 6.01 of the Fifth Supplement and Section 5.01 of the First Supplement are hereby incorporated by reference herein. The District and the Trustee hereby confirm that the Amended and Restated Deposit Account Control Agreement, dated December 21, 2017, among the District, the Trustee and Wells Fargo Bank, National Association (the "*Depository Bank*"), and the Collection Account Agreement, dated December 21, 2017, among the District, the Trustee and the Depository Bank, apply to all Additional Bonds (including the 2020 Bonds) issued pursuant to the Indenture, as hereafter supplemented from time to time.

Section 6.02 <u>Ratification</u>. Except as expressly amended or modified hereby or as otherwise set forth herein, the Indenture as supplemented by this Eleventh Supplement is hereby ratified and confirmed and is and shall remain in full force and effect from and after the date hereof.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.01 Additional Provisions and Rights so Long as Bonds are Held by the Purchaser. The following provisions shall apply so long as the Purchaser or any single Owner is the Owner of 100% of the 2020 Bonds:

- (a) Notwithstanding any other provision of this Eleventh Supplement, the Purchaser shall have the right to consent to the amendment of this Eleventh Supplement.
- (b) The District shall notify the Purchaser of the removal and replacement of the Trustee and if an Event of Default shall have occurred and then be continuing, the Purchaser shall have the right to consent to the removal and replacement of the Trustee.
- (c) In the event that such information is no longer timely provided through either the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (the EMMA system) or the District's website, the District covenants to provide the Purchaser (1) the District's audited financial statements within 180 days following the District's fiscal year end, and (2) the District's approved annual budget within 30 days of the date on which it is available. In addition, all notices, certificates, financial reports and other documents and information provided to the Trustee shall also be simultaneously provided to the Purchaser.
- (d) The District shall furnish at the Purchaser's request such additional information that the Purchaser may from time to time reasonably request.
- (e) The District shall pay or reimburse the Purchaser for any and all charges, fees, costs and expenses that the Purchaser may reasonably pay or incur in connection with due diligence and preparation of documentation relating to the Series 2020 Bonds, including the fees of the Purchaser's counsel not to exceed \$3,500.
- (f) The 2020 Bonds shall not be rated, shall not have a CUSIP number, shall not be issued pursuant to an offering document, shall not close through DTC or any similar

repository Purchaser.	and	will	not	be	in	book	entry	form,	and	shall	be	registered	in	the	name	of	the
						(Si	ignatu	re Page	to F	ollow))						

IN WITNESS WHEREOF, KAWEAH DELTA HEALTH CARE DISTRICT has caused this Eleventh Supplement to be signed in its name by its Director of Finance, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Eleventh Supplement to be signed in its name by its authorized officer all as of the day and year first above written.

KAWEAH DELTA HEALTH CARE DISTRICT

	By: Jennifer Stockton Director of Finance
	U.S. BANK NATIONAL ASSOCIATION, as Trustee
ACKNOWLEDGED, for the purpose	By:
of Article III:	
SIGNATURE BANK, as Escrow Agent	
By:	<u> </u>
Name:Authorized Signatory	

(Signature page to the Eleventh Supplemental Indenture)

EXHIBIT A

FORM OF 2020 BOND

THE BONDS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND HAVE BEEN OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS.

AMOUNT

		\$
K	AWEAH DELTA HEALTH CARE DI	STRICT
	(TULARE COUNTY, CALIFORN	IA)
	REVENUE BONDS	
	SERIES 2020[A]/[B]	
MATURITY DATE	INTEREST RATE	DATED
June 1, 2035	2.37%	January 31, 2020
REGISTERED	SIGNATURE PUBLIC FUNDING	CORP.

KAWEAH DELTA HEALTH CARE DISTRICT, a local health care district organized and existing under and pursuant to The Local Health Care District Law of the State of California (the "District"), for value received, hereby promises to pay (but only out of the Revenues and other assets pledged therefor as hereinafter set forth) to the registered owner specified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter mentioned), the principal sum specified above, in lawful money of the United States of America; and to pay interest thereon in like lawful money from the date hereof until payment of such principal sum shall be discharged as provided in the Indenture hereinafter mentioned, at the rate per annum specified above, payable semiannually on December 1 and June 1 of each year (each, an "Interest Payment Date"), commencing June 1, 2020. The principal (or redemption price) hereof is payable (without surrender, except at maturity) at the Principal Corporate Trust Office (as defined in the Indenture) of U.S. Bank National Association (the "Trustee").

PRINCIPAL SUM: AND NO/100 DOLLARS

No. R-1

OWNER:

This Bond is one of a duly authorized issue of bonds of the District designated as "Kaweah Delta Health Care District Revenue Bonds" (the "Bonds"), issued pursuant to the provisions of section 32315 et seq. of the California Health and Safety Code and pursuant to the provisions of Chapter 6 (commencing with section 54300) of Part 1 of Division 2 of Title 5 of the California Government Code (except that the provisions of Article 3 of Chapter 6 of Part 1 of Division 2 of Title 5 of the California Government Code shall not apply) (collectively, the "Law"), and an Indenture, dated as of May 1, 1999, as supplemented by the First Supplemental Indenture, dated as of June 1, 2003, the Second Supplemental Indenture, dated as of August 1, 2004, the Third Supplemental Indenture, dated as of May 1, 2005, the Fourth Supplemental Indenture, dated as of December 1, 2006, the Fifth Supplemental Indenture, dated as of May 1, 2011, the Sixth Supplemental Indenture, dated as of July 1, 2012, the Seventh Supplemental Indenture, dated as of October 1, 2015, the Eighth Supplemental Indenture, dated as of December 1, 2015, the Ninth Supplemental Indenture, dated as of April 1, 2017, the Tenth Supplemental Indenture, dated as of December 1, 2017 and the Eleventh Supplemental Indenture, dated as of January 1, 2020 (the "Eleventh Supplement" and collectively with the Indenture as previously supplemented, the "Indenture"), by and between the District and the Trustee. This Bond is also one of a duly authorized series of Bonds additionally designated "Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A]/[B]" (the "2020 Bonds"), in the aggregate principal amount of \$[PAR] and is issued concurrently with a duly authorized series of Bonds designated "Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A]/[B]" in the aggregate principal amount of \$[PAR] (the "2020[A]/[B] Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Indenture.

Reference is hereby made to the Indenture (a copy of which is on file at the designated corporate office of the Trustee) and all indentures supplemental thereto and to the Law for a description of the rights of the registered holders of the Bonds, the nature and extent of the security, the rights, duties and immunities of the Trustee, and the rights and obligations of the District pursuant thereto. The registered holder of this 2020 Bond, by acceptance hereof, assents and agrees to all the provisions of the Indenture.

The Bonds and the interest thereon are payable from Revenues (as defined in the Indenture) and are secured by a pledge and assignment of Revenues and of amounts held in the funds and accounts (other than the Rebate Fund) established pursuant to the Indenture (including proceeds of the sale of the Bonds) and the Escrow Agreement, dated as of January 1, 2020, between the District and Signature Bank, as escrow agent, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Bonds are limited obligations of the District and are not a lien or charge upon the funds or property of the District except to the extent of the aforesaid pledge and assignment. Neither the full faith and credit nor the tax revenues received by the District are pledged to the payment of the principal of or interest on the Bonds. The Bonds are not a debt of the State of California or any other political subdivision thereof, and the State of California or political subdivision thereof is not liable for the payment thereof.

DMWEST #39592803 v4

A schedule of debt service for this Bond is attached to the Eleventh Supplement as Exhibit [D] and incorporated herein by reference. The 2020 Bonds mature on June 1, 2035, and are subject to mandatory redemption from sinking account payments to be deposited by the District with the Trustee, at the principal amount thereof, together with accrued interest thereon to the date of redemption, but without premium, in the amounts and on the dates set forth below:

Redemption Date	Principal Amount
(June 1)	Redeemed
2021	\$
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035*	

^{*}Maturity

The 2020 Bonds are subject to redemption prior to their stated maturity, at the option of the District, in whole only, on any date on or after June 1, 2020, at the following redemption prices (expressed as a percentage of the principal amount of 2020 Bonds called for redemption), together with interest accrued thereon to the date fixed for redemption:

Redemption Period	Redemption
(both dates inclusive)	<u>Price</u>
June 1, 2020 to May 31, 2025	102%
June 1, 2025 to May 31, 2030	101%
June 1, 2030 and thereafter	100%

If optionally redeemed, the 2020 Bonds and the 2020[A]/[B] Bonds must be optionally redeemed in whole at the same time.

If this 2020 Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default (as defined in the Indenture) shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that in certain events such declaration and its consequences may be rescinded by the holders of not less than a majority in aggregate principal amount of the Bonds then outstanding or by the Trustee. Upon the occurrence and continuation of an Event of Default, the 2020 Bonds shall bear interest at a rate of 6.00% per annum, provided that, for this purpose, a default in the due and punctual payment of principal of or interest on the 2020 Bonds shall not be deemed to have occurred until the 11th day after such principal or interest is due. In the event a Determination of Taxability occurs, the 2020 Bonds shall bear interest at a rate of [___]% per annum, as provided in the Eleventh Supplement.

The 2020 Bonds are issuable initially in the form of a single fully-registered Bond, numbered R-1, in the amount of \$[PAR], shall be registered initially in the name of Signature Public Funding Corp., and shall be evidenced by one bond certificate. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged, at the designated office of the Trustee, for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations.

This 2020 Bond is transferable by the registered holder hereof, in person or by the attorney of such holder duly authorized in writing, at the designated office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Indenture, and upon surrender and cancellation of this 2020 Bond. Notwithstanding anything in the Indenture to the contrary, the Purchaser reserves the right—without the consent of (but with notice to) the District—to assign, sell or otherwise transfer the 2020 Bonds (or interests therein) to a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), an "accredited investor" as defined in section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Accredited Investor"), or a trust, partnership, custodial arrangement or similar entity, interests in which are offered and sold in a private placement or limited offering only to Qualified Institutional Buyers or Accredited Investors, upon receipt of a certificate of such Qualified Institutional Buyer, Accredited Investor, or other entity, as the case may be, accepting the certifications and warranties of the Purchaser made in the Bond Purchaser Letter, dated the date hereof. Upon such transfer a new registered 2020 Bond or 2020 Bonds, of authorized denomination or denominations, of the same maturity for the same aggregate principal amount, will be issued to the transferee in exchange for this 2020 Bond. This Bond does not need to be surrendered for annual payment of principal, except at maturity, and payment shall be made by wire transfer to the Owner, so long as this Bond is held by a single Owner.

The District and the Trustee may treat the registered holder hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the District, the holders of the Bonds and the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture; provided that no such modification or amendment shall (i) extend the fixed maturity of this 2020 Bond, or reduce the amount of

DMWEST #39592803 v4 A-4

principal hereof, or extend the time of payment provided for in the Indenture for the payment of this maturity of Bonds, or reduce the rate of interest hereon, or extend the time of payment of interest hereon, or reduce any premium payable upon the redemption hereof, without the consent of the holder of each Bond so affected, or (ii) reduce the percentage of Bonds the consent of the holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged as security for the Bonds prior to or on a parity with the lien created by the Indenture, or deprive the holders of the Bonds of the lien created by the Indenture on the Revenues and other assets (except as expressly provided in the Indenture), without the consent of the holders of all Bonds then outstanding, all as more fully set forth in the Indenture.

DMWEST #39592803 v4

IT IS HEREBY CERTIFIED AND RECITED that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this 2020 Bond do exist, have happened and have been performed in due time, form and manner as required by the Law, and by the Constitution and laws of the State of California, and that the amount of this 2020 Bond, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution and laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued pursuant to the Indenture.

This 2020 Bond shall not be entitled to any benefit pursuant to the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, KAWEAH DELTA HEALTH CARE DISTRICT has caused this 2020 Bond to be executed in its name and on its behalf by the manual or facsimile signature of the President of its Board of Directors and its seal to be reproduced hereon by facsimile and attested by the manual or facsimile signature of the Secretary-Treasurer of its Board of Directors, all as of the dated date stated above.

KAWEAH DELTA HEALTH CARE DISTRICT

By:	
,	President of the Board of Directors
Attest:	
Secretary-Treasurer of the Board of Directors	

FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds describe authenticated as of the date set forth below	d in the within-mentioned Indenture, which has been .
DATED:, 2020	
	U.S. BANK NATIONAL ASSOCIATION, as Trustee
	By:Authorized Signatory

FORM OF ASSIGNMENT

For value received, subject to the ass	signment and transfer restrictions set forth in the
within-mentioned Bond, the undersigned do	(es) hereby sell, assign and transfer unto
whose taxpayer identification nu	imber is, the within-mentioned Bond
	oint(s) attorney, to transfer
the same on the books of the Trustee with full	
	1
Dated:	
	NOTICE: Signature(s) on this 2020 Bond must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.
Signature Guaranteed By:	
NOTICE: Signature must be guaranteed by	
an eligible guarantor institution which is a	
member of or participant in the Securities	
Transfer Agents Medallion Program (STAMP).	

EXHIBIT B

FORM OF COSTS OF ISSUANCE FUND REQUISITION

COSTS OF ISSUANCE FUND REQUISITION NO. 1

KAWEAH DELTA HEALTH CARE DISTRICT (the "District") hereby requests **U.S. BANK NATIONAL ASSOCIATION** (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.) as trustee (the "Trustee"), pursuant to that certain Indenture, dated as of May 1, 1999, as thereafter supplemented, including by the Eleventh Supplemental Indenture, dated as of January 1, 2020 (as so supplemented, the "Indenture"), between the District and the Trustee, to pay to the following persons the following amounts for the following purposes from the Costs of Issuance Fund established pursuant to the Indenture with respect to the payment of the Costs of Issuance of the 2020 Bonds (as defined in the Indenture):

ITEM NO.	<u>TO</u>	AMOUNT	PURPOSE
incurred by the District ar against the Costs of Issuar	nd are presently due	ligations in the amounts s and payable and that each ect to the 2020 Bonds, and	item is a proper charge
paid from said fund. Dated:			
Buteu.		AH DELTA HEALTH CA	ARE DISTRICT
	By:	Authorized Represe	entative

EXHIBIT C

FORM OF 2020 PROJECT ACCOUNT REQUISITION

2020 PROJECT ACCOUNT REQUISITION NO. 1

KAWEAH DELTA HEALTH CARE DISTRICT (the "District") hereby requests **SIGNATURE BANK**, as escrow agent (the "Escrow Agent"), pursuant to that certain Escrow Agreement, dated as of January 1, 2020 (the "Escrow Agreement"), between the District and the Escrow Agent, to pay to the following persons the following amounts for the following purposes from the 2020 Project Account established pursuant to that certain Indenture, dated as of May 1, 1999, as thereafter supplemented, including by the Eleventh Supplemental Indenture, dated as of January 1, 2020 (as so supplemented, the "Indenture"), between the District and U.S. Bank National Association (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.), as trustee (the "Trustee"), and held by the Escrow Agent with respect to the acquisition and improvement of the 2020 Project (as defined in the Indenture):

Bank National Association of New York Mellon True Agent with respect to the Indenture):	on (as successor in trus ast Company, N.A.), as	t to BNY Western Trust (s trustee (the "Trustee"),	Company and The Bank and held by the Escrow
ITEM NO.	<u>TO</u>	<u>AMOUNT</u>	<u>PURPOSE</u>
incurred by the District a against the 2020[A]/[B] F	nd are presently due a Project Account, and had no filed with or served claim affecting the rigamed above, which he payment of such oblideration of law.	upon the District notice of the payment of the paym	item is a proper charge d from said fund. of any lien, right to lier of, any of the amounts or will not be released
Dated.		H DELTA HEALTH CA	ARE DISTRICT
	$\mathbf{R}_{\mathbf{V}}$		

By: ______Authorized Representative

EXHIBIT D DEBT SERVICE SCHEDULES 2020 Bonds (Consolidated)

		20 Donus (C	onsonauteu _j		
Period					Annual
Ending	Principal	Coupon	Interest	Debt Service	Debt Service
06/01/2020			110 407 50	110 497 50	
06/01/2020			119,487.50	119,487.50	110 107 50
06/30/2020			477 750 00	477 750 00	119,487.50
12/01/2020	0.45.000	0.0700/	177,750.00	177,750.00	
06/01/2021	845,000	2.370%	177,750.00	1,022,750.00	4 000 500 00
06/30/2021			407 700 75	407 700 75	1,200,500.00
12/01/2021	005.000	0.0700/	167,736.75	167,736.75	
06/01/2022	865,000	2.370%	167,736.75	1,032,736.75	4 000 470 50
06/30/2022			457 400 50	457 400 50	1,200,473.50
12/01/2022	005.000	0.0700/	157,486.50	157,486.50	
06/01/2023	885,000	2.370%	157,486.50	1,042,486.50	
06/30/2023					1,199,973.00
12/01/2023			146,999.25	146,999.25	
06/01/2024	905,000	2.370%	146,999.25	1,051,999.25	
06/30/2024					1,198,998.50
12/01/2024			136,275.00	136,275.00	
06/01/2025	930,000	2.370%	136,275.00	1,066,275.00	
06/30/2025					1,202,550.00
12/01/2025			125,254.50	125,254.50	
06/01/2026	950,000	2.370%	125,254.50	1,075,254.50	
06/30/2026					1,200,509.00
12/01/2026			113,997.00	113,997.00	
06/01/2027	970,000	2.370%	113,997.00	1,083,997.00	
06/30/2027					1,197,994.00
12/01/2027			102,502.50	102,502.50	
06/01/2028	995,000	2.370%	102,502.50	1,097,502.50	
06/30/2028					1,200,005.00
12/01/2028			90,711.75	90,711.75	
06/01/2029	1,020,000	2.370%	90,711.75	1,110,711.75	
06/30/2029					1,201,423.50
12/01/2029			78,624.75	78,624.75	
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030					1,202,249.50
12/01/2030			66,241.50	66,241.50	
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031	,,,,,,,,,,			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,197,483.00
12/01/2031			53,621.25	53,621.25	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,197,242.50
12/01/2032			40,704.75	40,704.75	.,,=
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033	1,120,000	2.07070	10,101.110	1,100,101.10	1,201,409.50
12/01/2033			27,432.75	27,432.75	1,201,100.00
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034	.,,	2.57 0 /0	21,102.10	1,112,402.110	1,199,865.50
12/01/2034			13,864.50	13,864.50	.,.00,000.00
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035	1,170,000	2.07070	10,004.00	1,100,004.00	1,197,729.00
00/00/2000					1,191,129.00
	15,000,000		3,117,893.00	18,117,893.00	18,117,893.00
	.5,555,555		5, , 555.60	.5, ,555.55	.0, ,000.00

2020A Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			54,167.67	54,167.67	
06/30/2020					54,167.67
12/01/2020			80,580.00	80,580.00	
06/01/2021			80,580.00	80,580.00	
06/30/2021					161,160.00
12/01/2021			80,580.00	80,580.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
06/01/2022			80,580.00	80,580.00	
06/30/2022			,	,	161,160.00
12/01/2022			80,580.00	80,580.00	,
06/01/2023			80,580.00	80,580.00	
06/30/2023			00,000.00	00,000.00	161,160.00
12/01/2023			80,580.00	80,580.00	101,100.00
06/01/2024			80,580.00	80,580.00	
06/30/2024			00,000.00	00,000.00	161,160.00
12/01/2024			80,580.00	80,580.00	101,100.00
06/01/2025			80,580.00	80,580.00	
			00,000.00	00,000.00	161 160 00
06/30/2025			80,580.00	00 500 00	161,160.00
12/01/2025				80,580.00	
06/01/2026			80,580.00	80,580.00	404 400 00
06/30/2026			00 500 00	00 500 00	161,160.00
12/01/2026			80,580.00	80,580.00	
06/01/2027			80,580.00	80,580.00	
06/30/2027					161,160.00
12/01/2027			80,580.00	80,580.00	
06/01/2028			80,580.00	80,580.00	
06/30/2028					161,160.00
12/01/2028			80,580.00	80,580.00	
06/01/2029	165,000	2.370%	80,580.00	245,580.00	
06/30/2029					326,160.00
12/01/2029			78,624.75	78,624.75	
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030					1,202,249.50
12/01/2030			66,241.50	66,241.50	
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031					1,197,483.00
12/01/2031			53,621.25	53,621.25	, . ,
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032	,,		, .	, ,,,,	1,197,242.50
12/01/2032			40,704.75	40,704.75	1,101,21200
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033	.,,		,	.,,.	1,201,409.50
12/01/2033			27,432.75	27,432.75	1,201,400.00
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034	1,140,000	2.07070	21,402.10	1,172,402.70	1,199,865.50
12/01/2034			13,864.50	13,864.50	1,100,000.00
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035	1,170,000	2.01070	10,004.00	1,100,004.00	1,197,729.00
00/00/2000					1,197,729.00
	6,800,000		2,065,586.67	8,865,586.67	8,865,586.67

2020B Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			65,319.83	65,319.83	
06/30/2020					65,319.83
12/01/2020			97,170.00	97,170.00	
06/01/2021	845,000	2.370%	97,170.00	942,170.00	
06/30/2021					1,039,340.00
12/01/2021			87,156.75	87,156.75	
06/01/2022	865,000	2.370%	87,156.75	952,156.75	
06/30/2022					1,039,313.50
12/01/2022			76,906.50	76,906.50	
06/01/2023	885,000	2.370%	76,906.50	961,906.50	
06/30/2023					1,038,813.00
12/01/2023			66,419.25	66,419.25	
06/01/2024	905,000	2.370%	66,419.25	971,419.25	
06/30/2024					1,037,838.50
12/01/2024			55,695.00	55,695.00	
06/01/2025	930,000	2.370%	55,695.00	985,695.00	
06/30/2025					1,041,390.00
12/01/2025			44,674.50	44,674.50	
06/01/2026	950,000	2.370%	44,674.50	994,674.50	
06/30/2026					1,039,349.00
12/01/2026			33,417.00	33,417.00	
06/01/2027	970,000	2.370%	33,417.00	1,003,417.00	
06/30/2027					1,036,834.00
12/01/2027			21,922.50	21,922.50	
06/01/2028	995,000	2.370%	21,922.50	1,016,922.50	
06/30/2028					1,038,845.00
12/01/2028			10,131.75	10,131.75	
06/01/2029	855,000	2.370%	10,131.75	865,131.75	
06/30/2029					875,263.50
	8,200,000		1,052,306.33	9,252,306.33	9,252,306.33

ESCROW DEPOSIT AGREEMENT

This **ESCROW DEPOSIT AGREEMENT** (this "**Agreement**") dated as of this 31st day of January 2020 by and among **SIGNATURE PUBLIC FUNDING CORP.** ("**Lender**"), a New York corporation, having its primary address at 600 Washington Avenue, Suite 305, Towson, Maryland 21204, **KAWEAH DELTA HEALTH CARE DISTRICT** ("**Borrower**"), a health care district, body corporate and politic and political subdivision of the State of California, having its primary office at 400 West Mineral King Avenue, Visalia, California 93291 and **SIGNATURE BANK** (the "**Escrow Agent**"), a New York state-chartered commercial bank and having an office at Signature Bank, 75 Holly Hill Lane, Greenwich, CT 06830.

$\underline{\mathbf{W}}\underline{\mathbf{I}}\underline{\mathbf{T}}\underline{\mathbf{N}}\underline{\mathbf{E}}\underline{\mathbf{S}}\underline{\mathbf{S}}\underline{\mathbf{E}}\underline{\mathbf{T}}\underline{\mathbf{H}}$:

WHEREAS, Borrower has sold to Lender that certain Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A/B] dated as of January 31, 2020 (the "Bond"); the Lender has delivered to Borrower and [Piper Sandler], as placement agent, that certain Purchaser Letter dated as of January 31, 2020 (the "Investor Letter"); and the parties have delivered and/or entered into other Bond Documents, including, without limitation, an Eleventh Supplemental Indenture dated as of January 31, 2020 (together with the terms and provisions of that certain 1999 Indenture, which are incorporated by reference therein, the "Indenture") and Final Resolution (collectively and together with the Bond, the Investor Letter, and all other documents, certificates, exhibits and related documentation therewith, collectively, the "Bond Documents"); and

WHEREAS, the Lender's purchase of the Bond constitutes a loan to Borrower in the form of "Bond Proceeds," which are to be used to acquire property and certain items of equipment and to make improvements to the property (the "2020 Project," as such term is more fully defined in the Bond Documents); and

WHEREAS, Lender and Borrower have agreed that all of the Bond Proceeds shall be held in escrow upon certain terms and conditions; and

WHEREAS, Lender and Borrower appoint the Escrow Agent as escrow agent of such escrow subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Escrow Agent accepts such appointment as escrow agent subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED as follows:

1. Delivery of Escrow Funds.

- (a) Upon execution of the Loan and delivery of all documents and completion of all conditions precedent in the Loan, the Lender will deliver, or shall cause to be delivered, to the Escrow Agent checks, internal transfers or wire transfers equal to the Initial Deposit Amount (as set forth on Schedule A hereto) and made payable to "Kaweah Delta Health Care District, Signature Bank as Escrow Agent" for the benefit of Lender and Borrower to be held in an account at Signature Bank entitled "Kaweah Delta Health Care District Bond, Series 2020[A/B], Loan [001/2], Signature Bank, as Escrow Agent" having ABA No. 026013576, Account No. [***] (the "Escrow Account").
 - (b) The Initial Deposit Amount that consists of good and indefeasible collected funds that are

deposited into the Escrow Account is referred to as the "**Escrow Funds.**" The Escrow Funds shall be maintained and collateralized by the Escrow Agent in accordance with the written instructions provided by the Borrower and Lender as more fully set forth on <u>Schedule C</u> hereto, which Borrower represents and warrants is in accordance with all applicable laws, regulations, and rules.

- (c) The Escrow Agent shall have no duty or responsibility to enforce the collection or demand payment of these checks or any other funds delivered to Escrow Agent for deposit into the Escrow Account. If, for any reason, these checks or any other funds deposited into the Escrow Account shall be returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to advise Lender and Borrower promptly thereof and return check in the manner directed in writing by Lender and Borrower.
- Release of Escrow Funds. (a) The Escrow Funds shall be paid by the Escrow Agent in accordance with the instructions, in form and substance satisfactory to the Escrow Agent, received from Lender and Borrower, in all cases subject to Lender approval and subject to delivery of those items set forth in Section 2(b) herein, or in accordance with Lender's instructions delivered pursuant to Section 6 herein, or in absence of such instructions in accordance with the order of a court of competent jurisdiction. The Escrow Agent shall not be required to pay any uncollected funds or any funds that are not available for withdrawal. The Escrow Agent may act in reliance upon any instructions, court orders, notices, certifications, demands, consents, authorizations, receipts, powers of attorney or other writings delivered to it without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof, or the jurisdiction of the court issuing any judgment or order. The Escrow Agent may act in reliance upon any signature believed by it to be genuine, and may assume that such person has been properly authorized to do so.
- (b) Upon receipt of a Payment Request Form (in substantially the form as set forth on Schedule B hereto) executed by Lender and Borrower, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lender will send to Escrow Agent only the page or pages showing the signatures of Lender and Borrower, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.
- 3. <u>Acceptance by Escrow Agent.</u> The Escrow Agent hereby accepts and agrees to perform its obligations hereunder, provided that:
- Upon execution of this Agreement, Lender shall execute and deliver to Escrow Agent (a) Schedule A-1 hereto and Borrower shall execute and deliver to Escrow Agent Schedule A-2 (together with Schedule A-1, each a "Certificate") hereto, for the purpose of (i) establishing the identity of each respective authorized representative(s) of Lender and Borrower entitled to singly initiate and/or confirm disbursement instructions to Escrow Agent on behalf of each such party and (ii) providing standing wire instructions for each of Lender and Borrower to be used for disbursements to said party. The Escrow Agent may act in reliance upon any signature on each Certificate believed by it to be genuine, and may assume that any person who has been designated by Lender and Borrower to give any written instructions, notice or receipt, or make any statements in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall have no duty to make inquiry as to the genuineness, accuracy or validity of any statements or instructions or any signatures on statements or instructions, including but not limited to, those contained on each Certificate. Lender and Borrower may update their respective Certificate by executing and delivering to the Escrow Agent an updated Certificate substantially in the form attached hereto as Schedule A-1 and/or Schedule A-2. Until such time as Escrow Agent shall receive an updated Certificate, Escrow Agent shall be fully protected in relying without inquiry on the current Certificate on file with

Escrow Agent.

- (b) The Escrow Agent may seek confirmation of disbursement instructions by telephone call back to one of the authorized representatives set forth on <u>each Certificate</u>, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the person(s) so designated. To ensure the accuracy of the instruction it receives, the Escrow Agent may record such call back. If the Escrow Agent is unable to verify the instruction, or is not satisfied in its sole discretion with the verification it receives, it will not execute the instruction until all issues have been resolved to its satisfaction. Lender and Borrower agree that the foregoing procedures constitute commercially reasonable security procedures. Escrow Agent further agrees not to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from any party inconsistent with the foregoing.
- (c) The Escrow Agent may act relative hereto in reliance upon advice of counsel in reference to any matter connected herewith. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or law, or for any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence.
- (d) Lender and Borrower, jointly and severally, agree to indemnify, release, and hold the Escrow Agent harmless from and against any and all claims, losses, costs, liabilities, damages, suits, demands, judgments or expenses, including, but not limited to, attorney's fees, costs and disbursements, (collectively "Claims") claimed against or incurred by Escrow Agent arising out of or related, directly or indirectly, to the Escrow Agreement and the Escrow Agent's performance hereunder or in connection herewith, except to the extent such Claims arise from Escrow Agent's willful misconduct or gross negligence as adjudicated by a court of competent jurisdiction.
- (e) In the event of any disagreement between or among Lender and Borrower, or between any of them and any other person, resulting in adverse claims or demands being made to Escrow Agent in connection with the Escrow Account, or in the event that the Escrow Agent, in good faith, be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The Escrow Agent shall have the option, after thirty (30) days' notice to Lender and Borrower of its intention to do so, to file an action in interpleader requiring the parties to answer and litigate any claims and rights among themselves. The rights of the Escrow Agent under this section are cumulative of all other rights which it may have by law or otherwise.
- (f) In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, the Escrow Agent shall be entitled to (i) refrain from taking any action other than to keep safely the Escrow Funds until it shall be directed otherwise by a court of competent jurisdiction, or (ii) deliver the Escrow Funds to a court of competent jurisdiction.
- (g) The Escrow Agent shall have no duty, responsibility or obligation to interpret or enforce the terms of any agreement other than Escrow Agent's obligations hereunder, and the Escrow Agent shall not be required to make a request that any monies be delivered to the Escrow Account, it being agreed that the sole duties and responsibilities of the Escrow Agent shall be to the extent not prohibited by applicable law (i) to accept checks or other instruments for the payment of money delivered to the Escrow Agent for the Escrow Account, and (ii) disburse or

refrain from disbursing the Escrow Funds as stated herein, provided that the checks or instruments received by the Escrow Agent have been collected and are available for withdrawal.

- 4. Escrow Account Statements and Information. The Escrow Agent agrees to send to the Borrower and/or the Lender a copy of the Escrow Account monthly statements, in accordance with the Escrow Agent's regular practices for providing account statements to its non-escrow clients and to also provide the Borrower and/or Lender, or their designee, upon request other deposit account information, including Account balances, by telephone or by computer communication, to the extent practicable. The Borrower and Lender agree to complete and sign all forms or agreements required by the Escrow Agent for that purpose. The Borrower and Lender each consents to the Escrow Agent's release of such Account information to any of the individuals designated by Borrower or Lender, which designation has been signed in accordance with Section 3(a) by any of the persons in Schedule A-1 and Schedule A-2. Further, the Borrower and Lender have an option to receive e-mail notification of incoming and outgoing wire transfers. If this e-mail notification service is requested and subsequently approved by the Escrow Agent, the Borrower and Lender agrees to provide a valid e-mail address and other information necessary to set-up this service and sign all forms and agreements required for such service. The Borrower and Lender each consents to the Escrow Agent's release of wire transfer information to the designated e-mail address(es). The Escrow Agent's liability for failure to comply with this section shall not exceed the cost of providing such information.
- 5. Resignation and Termination of the Escrow Agent. The Escrow Agent may resign at any time by giving thirty (30) days' prior written notice of such resignation to Lender and Borrower. Upon providing such notice, the Escrow Agent shall have no further obligation hereunder except to hold the Escrow Funds that it has received as of the date on which it provided the notice of resignation as depository. In such event, the Escrow Agent shall not take any action until Lender and Borrower jointly designate a banking corporation, trust company, attorney or other person as successor escrow agent. Upon receipt of such written instructions signed by Lender and Borrower, the Escrow Agent shall promptly deliver the Escrow Funds, net of any outstanding charges, to such successor escrow agent and shall thereafter have no further obligations hereunder. If such instructions are not received within thirty (30) days following the effective date of such resignation, then the Escrow Agent may deposit the Escrow Funds and any other amounts held by it pursuant to this Agreement with a clerk of a court of competent jurisdiction pending the appointment of a successor escrow agent. In either case provided for in this section, the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.

6. <u>Termination</u>.

- (a) Lender and Borrower may terminate the appointment of the Escrow Agent hereunder upon a joint written notice to Escrow Agent specifying the date upon which such termination shall take effect. In the event of such termination, Lender and Borrower shall, within thirty (30) days of such notice, jointly appoint a successor escrow agent and the Escrow Agent shall, upon receipt of written instructions signed by both Lender and Borrower, turn over to such successor escrow agent all of the Escrow Funds; provided, however, that if Lender and Borrower fail to appoint a successor escrow agent within such thirty (30)-day period, such termination notice shall be null and void and the Escrow Agent shall continue to be bound by all of the provisions hereof. Upon receipt of the Escrow Funds, the successor escrow agent shall become the Escrow Agent hereunder and shall be bound by all of the provisions hereof and the Escrow Agent shall be relieved of all further obligations and released from all liability thereafter arising with respect to the Escrow Funds.
- (b) The Escrow Account shall be terminated on the "Termination Date," which shall be the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the "Anticipated Closing Date" (as such term is defined on <u>Schedule A</u> hereto), or (iii) unilateral written notice given by Lender or Trustee

of the occurrence of a default or an Event of Default (as such term is defined in the Indenture) or any other termination of the Bond which results in Lender being paid less than the Redemption Price (as such term is defined in the Indenture).

(c) Unless all of the Escrow Funds deposited by Lender in the Escrow Account have been previously disbursed pursuant to Section 2 herein, on the Termination Date, Escrow Agent shall pay upon written direction from Lender all remaining moneys in the Escrow Account to the Trustee identified in the Indenture, or its assignee, for application to the Interest Account of the Revenue Fund created under and governed by the Indenture. Trustee shall apply amounts received under this Section 6 in accordance with the terms and provisions of the Indenture. Capitalized terms used in this Section 6, but not defined herein, shall have the meanings given to such terms in the Indenture or other Bond Documents. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 6.

7. Investment.

- (a) Not applicable.
- (b) The interest-bearing account option has been selected in <u>Schedule A</u> hereto, and the Escrow Fund shall be invested in Signature Bank's Monogram Insured Money Market Deposit Account for Business. Borrower agrees and represents to the Escrow Agent that any interest or other income earned on the Escrow Account shall for the purposes of reporting such income to the appropriate taxing authorities be deemed to be earned by the Borrower.
- The following provisions are applicable regardless of whether an interest-bearing or noninterest bearing account is elected. The Borrower represents that it is a US person as that term is defined by IRS. The Borrower agrees to provide the Escrow Agent with a certified tax identification number by signing and returning a Form W-9 to the Escrow Agent upon execution of this Escrow Agreement. The Borrower understands that, in the event the Borrower's tax identification number is incorrect or is not certified to the Escrow Agent, the Internal Revenue Code, as amended from time to time, may require withholding of a portion of any interest or other income earned on the Escrow Funds. The Borrower agrees to assume any and all obligations imposed, now or hereafter, by the applicable tax law and/or applicable taxing authorities, with respect to any interest or other income earned on the Escrow Funds and to indemnify and hold the Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against the Escrow Agent in connection with or relating to any payment made or other activities performed under the terms of this Agreement, including without limitation any liability for the withholding or deduction of (or the failure to withhold or deduct) the same, and any liability for the failure to obtain proper certifications or to report properly to governmental authorities in connection with this Agreement, including costs and expenses (including reasonable legal fees and expenses) interest and penalties, in each such case to the extent applicable to, or arising in respect of, the interest earned on the Escrow Account, unless such liability is caused by the Escrow Agent's gross negligence or willful misconduct. The foregoing indemnification and agreement to hold harmless shall survive the termination of this Agreement.
- 8. <u>Security Interest.</u> The Escrow Agent and Borrower acknowledge and agree that the Escrow Account, the Escrow Funds, and all investments, cash, securities, and proceeds thereof are being irrevocably held by Escrow Agent for the benefit of the Borrower and Lender subject to disbursement or return solely as set forth herein. In addition to the foregoing and should Lender's interest in the Bond Proceeds be invalidated, illegal or challenged in any fashion, Borrower hereby grants to Lender a first priority perfected

security interest in the Escrow Account and Escrow Funds, and all cash, securities, investments and proceeds thereof that may, from time to time, be held in the Escrow Account, which shall be on parity with all indebtedness governed by the Indenture. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and held for the benefit of Lender and Borrower subject to the express terms and conditions of this Agreement and the Indenture. Notwithstanding the grant and conveyance of a lien and security interest in favor of the Lender and solely with respect to Claims, Fees or other actual and out-of-pocket costs that have not been previously reimbursed, Escrow Agent is hereby granted a security interest in and a lien upon the Escrow Account and Escrow Funds, which security interest and lien shall be prior to all other security interests, liens or claims against the Escrow Account, Escrow Funds, or any part thereof. The Escrow Account and Escrow Funds shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lender or Borrower or Escrow Agent (other than Lender's and Escrow Agent's respective security interests granted hereunder).

9. <u>Compensation</u>. The Escrow Agent shall be entitled, for the duties to be performed by it hereunder, to a one-time "Set-Up Fee," if any, as set forth on <u>Schedule A</u> hereto, which fee shall be paid by Lender or Borrower upon the signing of this Agreement. In addition, Lender and Borrower shall be obligated to reimburse Escrow Agent for all fees, costs and expenses incurred or that becomes due in connection with this Agreement or the Escrow Account, including reasonable attorney's fees (collectively, and together with the Set-Up Fee, "Fees"). Neither the modification, cancellation, termination or rescission of this Agreement nor the resignation or termination of the Escrow Agent shall affect the right of the Escrow Agent to retain the amount of any fee which has been paid, or to be reimbursed or paid any amount which has been incurred or becomes due, prior to the effective date of any such modification, cancellation, termination, resignation or rescission. To the extent the Escrow Agent has incurred any such expenses, or any such fee becomes due, prior to or commensurate with the Termination Date, the Escrow Agent shall advise the Borrower and Lender and the Borrower and Lender shall direct all such amounts to be paid directly to Escrow Agent prior to any distribution of funds set forth in Section 6 herein

10. Regulatory Compliance.

- (a) Borrower and Lender agree to observe and comply, to the extent applicable, with all antimoney laundering laws, rules and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control of the United States Department of Treasury and the Financial Crimes Enforcement Network of the U.S. Department of Treasury.
- Agent may require to enable the Escrow Agent to comply with its obligations under the Bank Secrecy Act of 1970, as amended ("BSA"), or any regulations enacted pursuant to the BSA or any regulations, guidance, supervisory directive or order of the New York State Department of Financial Services or Federal Deposit Insurance Corporation. The Escrow Agent shall not make any payment of all or any portion of the Escrow Funds to any person unless and until such person has provided to the Escrow Agent such documents as the Escrow Agent may require to enable the Escrow Agent to comply with its obligations under the BSA.
- (c) To help the United States government fight funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When an account is opened and from time to time as be required by the Escrow Agent's internal policies and procedures, the Escrow Agent shall be entitled to ask for such information that will allow the Escrow Agent to identify relevant parties. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Escrow Agent may ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming

authority to represent the entity or other relevant documentation. The Parties acknowledge that a portion of the identifying information set forth herein is being requested by the Escrow Agent in connection with Title III of the USA Patriot Act, Pub.L. 107-56 (the "Act"), and Borrower and Lender each agrees to provide any additional information requested by the Escrow Agent in its sole discretion in connection with the Act or any other legislation, regulatory order or published guidance to which the Escrow Agent is subject, in a timely manner.

11. <u>Notices</u>. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if sent by hand-delivery, by facsimile followed by first-class mail, by nationally recognized overnight courier service or by prepaid registered or certified mail, return receipt requested, to the addresses set forth below.

If to Lender:

Signature Public Funding Corp. 600 Washington Avenue, Suite 305 Towson, Maryland 21204

Attention: Donald Keough

E-mail Address: DKeough@signatureny.com

Fax No: (646) 927-4005

If to Borrower:

Kaweah Delta Health Care District 400 West Mineral King Avenue Visalia, California 93291

Attention: Malinda Tupper, Chief Financial Officer

E-mail Address: [Insert e-mail here.]

Fax No.: (559) 624-5438

If to Escrow Agent:

Signature Bank 75 Holly Hill Lane Greenwich, CT 06830

Attention: Thomas Mooney, Group Director and Senior Vice President

Fax No.: 646-660-4272

12. General.

- (a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be entirely performed within such State, without regard to choice of law principles, and any action brought hereunder mayl be brought in either the courts of the State of New York or California, located in either New York County or Tulare County. Each party hereto irrevocably waives any objection on the grounds of venue, forum nonconveniens or any similar grounds and irrevocably consents to service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of said courts. UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
 - (b) This Agreement sets forth the entire agreement and understanding of the parties in respect

to the matters contained herein and supersedes all prior agreements, arrangements and understandings relating thereto.

- (c) All of the terms and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties hereto, as well as their respective successors and assigns.
- (d) This Agreement may be amended, modified, superseded or canceled, and any of the terms or conditions hereof may be waived, only by a written instrument executed by each party hereto or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver of any party of any condition, or of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement. No party may assign any rights, duties or obligations hereunder unless all other parties have given their prior written consent.
- (e) If any provision included in this Agreement proves to be invalid or unenforceable, it shall not affect the validity of the remaining provisions.
- (f) This Agreement and any modification or amendment of this Agreement may be executed in several counterparts or by separate instruments and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto.
- 13. <u>Form of Signature.</u> The parties hereto agree to accept a facsimile or e-mail transmission copy of their respective actual signatures as evidence of their actual signatures to this Agreement and any modification or amendment of this Agreement; *provided*, *however*, that each party who produces a facsimile or e-mail signature agrees, by the express terms hereof, to place, promptly after transmission of his or her signature by fax, a true and correct original copy of his or her signature in first class mail, postage pre-paid, to the address of the Escrow Agent.
- 14. <u>No Third-Party Beneficiaries</u>. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.

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

KAWEAH DELTA HEALTH CARE DISTRICT

By:	Name: Malinda Tupper Title: Chief Financial Officer		
SIGNA	ATURE PUBLIC FUNDING CORP.		
By:	Name: Donald S. Keough Title: Senior Managing Director		
SIGNA	ATURE BANK		
By:	Name: Thomas Mooney Title: Group Director and Senior Vice Pro	esident	

Schedule A

SPFC Loan/Account Number: [001/2]; Kaweah Delta Health Care District (Tulare

County, California) Revenue Bonds, Series 2020[A/B]

Name of Borrower: Kaweah Delta Health Care District

Beneficiary Name for Fund: Kaweah Delta Health Care District Bond, Series

2020[A/B], Loan [001/2], Signature Bank, as Escrow

Agent

Date of Escrow Agreement: January 31, 2020

Date of Bond: January 31, 2020

Borrower's State / Commonwealth: California

Borrower's Tax Identification Number: [Borrower TIN]

Escrow Agent Fee: \$0.00

Initial Deposit Amount: \$[Initial Deposit Amount]

Account Type: Interest Bearing

Anticipated Closing Date: December 31, 2022

Schedule A-1 CERTIFICATE OF AUTHORIZED REPRESENTATIVES – LENDER

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Alt. Phone No.	
STANDING WIRE INSTRUCTIONS FOR LENDER						
In accordance with Section 3(a) of the Agreement disbursements to Lender by wire transfer must be sent in accordance with the following wire instructions:						

Bank Name: Bank Address: ABA Number: Account Number: Account Name:

$\label{eq:Schedule A-2}$ CERTIFICATE OF AUTHORIZED REPRESENTATIVES – BORROWER

Name	Signature	Initiate (Y/N)	Callback (Y/N)	Phone No.	Alt. Phone No.
	_				
STANDING WII	RE INSTRUCTION	NS FOR BO	RROWER		
In accordance wit		Agreement	disbursemer	nts to Borrower by	wire transfer must be
	Bank Name: Bank Addres	_]]		
	ABA Numbe		 		
	Account Nun]		
	Account Nan]		

Schedule B:

Payment Request Form No. [___]

SERIES 2020[A/B] PROJECT ACCOUNT REQUISITION

The following payment request is directed to Signature Bank (the "Escrow Agent"), as escrow agent under that certain Escrow Deposit Agreement dated January 31, 2020 (the "Escrow Agreement"), between the Kaweah Delta Health Care District ("Borrower"), Signature Public Funding Corp. ("Lender"), and the Escrow Agent. The Escrow Agreement relates to that certain Kaweah Delta Health Care District (Tulare County, California) Revenue Bonds, Series 2020[A/B] issued to Lender on January 31, 2020 (the "Bond") pursuant to the Indenture defined below.

Borrower hereby requests Escrow Agent, pursuant to the Escrow Agreement, to pay to the following persons the following amounts for the following purposes from the 2020[A/B] Project Account established pursuant to that certain Indenture, dated as of May 1, 1999, as thereafter supplemented, including by the Eleventh Supplemental Indenture, dated as of January 1, 2020 (as so supplemented, the "Indenture"), between the District and U.S. Bank National Association (as successor in trust to BNY Western Trust Company and The Bank of New York Mellon Trust Company, N.A.), as trustee (the "Trustee"), and held by the Escrow Agent with respect to the acquisition and improvement of the 2020 Project (as defined in the Indenture):

DESCRIPTION OF
UNITS OF PROPERTY,
IMPROVEMENTS AND/OR
EQUIPMENT; PURPOSE

AMOUNT PAYEE AND

PAYEE AND ADDRESS OR WIRE INSTRUCTIONS

The Borrower hereby certifies that obligations in the amounts stated above have been incurred by the Borrower and are presently due and payable and that each item is a proper charge against the 2020[A/B] Project Account, and has not been previously paid from said fund.

There has not been filed with or served upon the Borrower notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to the person named above, which have not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

Borrower further certifies and represents to Lender: (i) the items of property paid for above constitute part of the 2020 Project and have been delivered to the Lender in accordance with provisions of the Indenture; (ii) a present need exists for the property, which need is not temporary or expected to diminish in the near future; (iii) the property is essential to and will be used by Borrower only for the purpose of performing one or more governmental functions of Borrower consistent with the permissible scope of Borrower's authority; (iv) the estimated useful life of the property based upon the manufacturer's representations and Borrower's projected needs is not less than the term of the Bond; (v) Borrower has conducted such inspection and/or testing of the property as it deems necessary and appropriate and hereby acknowledges that it accepts the property for all purposes as of the date of this Certificate; (vi) the property is covered by insurance in the types and amounts required by the Bond; and (vii) no default or Event of Default, as those terms are defined in the Bond, and no event that with the giving of notice or lapse of time or both, would become a default or Event of Default, has occurred and is continuing on the date hereof.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the items of property set forth above and part of the 2020 Project by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE . The undersigned hereby certifies that the items of property described above, together with the items of property described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Borrower with Lender constitute the entire 2020[A/B] Project and all of the property subject to the Bond.							
Date:							
Approved:							
SIGNATURE PUBLIC FUNDING CORP., as Lender	KAWEAH DELTA HEALTH CARE DISTRICT, as Borrower						
By:	By:						
Name:	Name:						
Title:	Title:						

Schedule C:

Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys

The undersigned acknowledges and agrees that all moneys belonging to the Borrower and Lender and on deposit at Escrow Agent in excess of the FDIC insurance levels shall be collateralized by Escrow Agent by a Municipal Letter of Credit (MULOC) issued by the Federal Home Loan Bank of New York (FHLBNY). Borrower and Lender represent and warrant that the foregoing FHLBNY MULOC is compliant with any applicable local, county, state or federal rule and regulations, including, without limitation, the Indenture and any applicable California Government Code Requirements.

IN WITNESS WHEREOF, the duly authorized parties have executed this Collateralization Disclosure and Acknowledgement for Deposit of Public Moneys as of the date first set forth below.

LENDER: SIGNATURE PUBLIC FUNDING CORP.	BORROWER: KAWEAH DELTA HEALTH CARE DISTRIC				
By: Donald S. Keough Senior Managing Director	By:				
Date:	Date:				
ESCROW AGENT: SIGNATURE BANK					
By: Thomas Mooney Group Director & Senior Vice President					
Dotos					

SOURCES AND USES OF FUNDS

Kaweah Delta Health Care District Revenue Bonds (Tulare County, California) Signature Bank Rate of 2.37% --Preliminary--

Dated Date 01/31/2020 Delivery Date 01/31/2020

Sources:	Series 2020 - 501c3	Series 2020 - Governmental	Total
Bond Proceeds: Par Amount	6,800,000.00	8,200,000.00	15,000,000.00
Other Sources of Funds: District Equity Contribution	81,600.00	98,400.00	180,000.00
	6,881,600.00	8,298,400.00	15,180,000.00
Uses:	Series 2020 - 501c3	Series 2020 - Governmental	Total
Project Fund Deposits: Project Fund	6,800,000.00	8,200,000.00	15,000,000.00
Delivery Date Expenses: Cost of Issuance	81,600.00	98,400.00	180,000.00
	6,881,600.00	8,298,400.00	15,180,000.00

BOND DEBT SERVICE

Kaweah Delta Health Care District Revenue Bonds (Tulare County, California) Signature Bank Rate of 2.37% --Preliminary--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
	•	•			
06/01/2020 06/30/2020			119,487.50	119,487.50	110 407 50
12/01/2020			177,750.00	177,750.00	119,487.50
06/01/2021	845,000	2.370%	177,750.00	1,022,750.00	
06/30/2021	040,000	2.37070	177,730.00	1,022,730.00	1,200,500.00
12/01/2021			167,736.75	167,736.75	1,200,300.00
06/01/2022	865,000	2.370%	167,736.75	1,032,736.75	
06/30/2022	000,000	2.37070	107,730.73	1,002,700.70	1,200,473.50
12/01/2022			157,486.50	157,486.50	1,200,470.00
06/01/2023	885,000	2.370%	157,486.50	1,042,486.50	
06/30/2023	000,000	2.07070	107,400.00	1,042,400.00	1,199,973.00
12/01/2023			146,999.25	146,999.25	1,199,973.00
06/01/2024	905,000	2.370%	146,999.25	1,051,999.25	
06/30/2024	903,000	2.37070	140,999.20	1,001,999.20	1,198,998.50
12/01/2024			136,275.00	136,275.00	1,190,990.00
06/01/2025	930,000	2.370%	136,275.00	1,066,275.00	
06/30/2025	930,000	2.37070	130,273.00	1,000,275.00	1,202,550.00
12/01/2025			125,254.50	125,254.50	1,202,000.00
06/01/2026	950,000	2.370%	125,254.50	1,075,254.50	
06/30/2026	930,000	2.37070	120,204.00	1,075,254.50	1,200,509.00
12/01/2026			113,997.00	113,997.00	1,200,309.00
06/01/2027	970,000	2.370%	113,997.00	1,083,997.00	
06/30/2027	970,000	2.37070	113,991.00	1,000,997.00	1,197,994.00
12/01/2027			102,502.50	102,502.50	1,197,994.00
06/01/2028	995,000	2.370%	102,502.50	1,097,502.50	
06/30/2028	993,000	2.37070	102,302.30	1,091,302.30	1,200,005.00
12/01/2028			90,711.75	90,711.75	1,200,005.00
06/01/2029	1,020,000	2.370%	90,711.75	1,110,711.75	
06/30/2029	1,020,000	2.07070	90,711.73	1,110,711.75	1,201,423.50
12/01/2029			78,624.75	78,624.75	1,201,423.30
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030	1,040,000	2.07070	10,024.10	1,120,024.70	1,202,249.50
12/01/2030			66,241.50	66,241.50	1,202,243.00
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031	1,000,000	2.07070	00,241.00	1,101,241.00	1,197,483.00
12/01/2031			53,621.25	53,621.25	1,137,400.00
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032	1,000,000	2.07070	00,021.20	1,140,021.20	1,197,242.50
12/01/2032			40,704.75	40,704.75	1,101,242.00
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033	1,120,000	2.07070	10,701.70	1,100,701.70	1,201,409.50
12/01/2033			27,432.75	27,432.75	1,201,400.00
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034	1,110,000	2.07070	27,102.70	1,172,102.70	1,199,865.50
12/01/2034			13,864.50	13,864.50	1,100,000.00
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035	1,170,000	2.01070	10,004.00	1,100,004.00	1,197,729.00
					1,107,720.00
	15,000,000		3,117,893.00	18,117,893.00	18,117,893.00
	. 5,555,555				,

BOND DEBT SERVICE

Kaweah Delta Health Care District Revenue Bonds (Tulare County, California) Signature Bank Rate of 2.37% 501c3 Portion --Preliminary--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			54,167.67	54,167.67	
06/30/2020			.,	- 1, 1 - 1 - 1	54,167.67
12/01/2020			80,580.00	80,580.00	- 1, 1 - 1 - 1
06/01/2021			80,580.00	80,580.00	
06/30/2021			•	,	161,160.00
12/01/2021			80,580.00	80,580.00	•
06/01/2022			80,580.00	80,580.00	
06/30/2022			•	,	161,160.00
12/01/2022			80,580.00	80,580.00	•
06/01/2023			80,580.00	80,580.00	
06/30/2023			•	•	161,160.00
12/01/2023			80,580.00	80,580.00	•
06/01/2024			80,580.00	80,580.00	
06/30/2024					161,160.00
12/01/2024			80,580.00	80,580.00	
06/01/2025			80,580.00	80,580.00	
06/30/2025					161,160.00
12/01/2025			80,580.00	80,580.00	
06/01/2026			80,580.00	80,580.00	
06/30/2026					161,160.00
12/01/2026			80,580.00	80,580.00	
06/01/2027			80,580.00	80,580.00	
06/30/2027					161,160.00
12/01/2027			80,580.00	80,580.00	
06/01/2028			80,580.00	80,580.00	
06/30/2028					161,160.00
12/01/2028			80,580.00	80,580.00	
06/01/2029	165,000	2.370%	80,580.00	245,580.00	
06/30/2029					326,160.00
12/01/2029			78,624.75	78,624.75	
06/01/2030	1,045,000	2.370%	78,624.75	1,123,624.75	
06/30/2030					1,202,249.50
12/01/2030			66,241.50	66,241.50	
06/01/2031	1,065,000	2.370%	66,241.50	1,131,241.50	
06/30/2031					1,197,483.00
12/01/2031			53,621.25	53,621.25	
06/01/2032	1,090,000	2.370%	53,621.25	1,143,621.25	
06/30/2032					1,197,242.50
12/01/2032			40,704.75	40,704.75	
06/01/2033	1,120,000	2.370%	40,704.75	1,160,704.75	
06/30/2033					1,201,409.50
12/01/2033			27,432.75	27,432.75	
06/01/2034	1,145,000	2.370%	27,432.75	1,172,432.75	
06/30/2034					1,199,865.50
12/01/2034			13,864.50	13,864.50	
06/01/2035	1,170,000	2.370%	13,864.50	1,183,864.50	
06/30/2035					1,197,729.00
	6,800,000		2,065,586.67	8,865,586.67	8,865,586.67
	·				

BOND DEBT SERVICE

Kaweah Delta Health Care District Revenue Bonds (Tulare County, California) Signature Bank Rate of 2.37% Governmental Portion --Preliminary--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2020			65,319.83	65,319.83	
06/30/2020					65,319.83
12/01/2020			97,170.00	97,170.00	
06/01/2021	845,000	2.370%	97,170.00	942,170.00	
06/30/2021					1,039,340.00
12/01/2021			87,156.75	87,156.75	
06/01/2022	865,000	2.370%	87,156.75	952,156.75	
06/30/2022					1,039,313.50
12/01/2022			76,906.50	76,906.50	
06/01/2023	885,000	2.370%	76,906.50	961,906.50	
06/30/2023					1,038,813.00
12/01/2023			66,419.25	66,419.25	
06/01/2024	905,000	2.370%	66,419.25	971,419.25	
06/30/2024					1,037,838.50
12/01/2024			55,695.00	55,695.00	
06/01/2025	930,000	2.370%	55,695.00	985,695.00	
06/30/2025					1,041,390.00
12/01/2025			44,674.50	44,674.50	
06/01/2026	950,000	2.370%	44,674.50	994,674.50	
06/30/2026					1,039,349.00
12/01/2026			33,417.00	33,417.00	
06/01/2027	970,000	2.370%	33,417.00	1,003,417.00	
06/30/2027					1,036,834.00
12/01/2027			21,922.50	21,922.50	
06/01/2028	995,000	2.370%	21,922.50	1,016,922.50	
06/30/2028					1,038,845.00
12/01/2028			10,131.75	10,131.75	
06/01/2029	855,000	2.370%	10,131.75	865,131.75	
06/30/2029					875,263.50
	8,200,000		1,052,306.33	9,252,306.33	9,252,306.33

AGGREGATE DEBT SERVICE

Kaweah Delta Health Care District Revenue Bonds (Tulare County, California) Signature Bank Rate of 2.37% --Preliminary--

Period Ending	Series 2020 - 501c3	Series 2020 - Governmental	Series 2012	Series 2015A	Series 2015B	Series 2017A&B	Series 2017C	Capital Leases	Aggregate Debt Service
06/30/2020 06/30/2021 06/30/2022 06/30/2023 06/30/2024 06/30/2025 06/30/2025 06/30/2026 06/30/2028 06/30/2029 06/30/2030 06/30/2031 06/30/2032 06/30/2035 06/30/2035 06/30/2035 06/30/2036 06/30/2036 06/30/2036 06/30/2039 06/30/2039 06/30/2039 06/30/2040 06/30/2041 06/30/2042 06/30/2043 06/30/2044	54,167.67 161,160.00 161,160.00 161,160.00 161,160.00 161,160.00 161,160.00 161,160.00 326,160.00 1,202,249.50 1,197,483.00 1,197,242.50 1,201,409.50 1,199,865.50 1,197,729.00	65,319.83 1,039,340.00 1,039,313.50 1,038,813.00 1,037,838.50 1,041,390.00 1,039,349.00 1,036,834.00 1,038,845.00 875,263.50	4,149,500 4,140,250 4,147,500	1,641,200 1,876,079 628,468 626,592 636,577 2,156,086 3,069,916 4,297,802 4,421,213	4,140,563 4,140,563 4,140,563 4,140,563 4,140,563 4,140,563 4,140,563 4,140,563 4,140,563 4,140,563 4,655,563 4,598,825 4,618,388 4,631,175 4,647,275 4,052,150 10,732,150 10,732,150 10,731,650 10,734,450 10,736,050 10,737,300 10,737,300 10,737,300 10,733,800 10,736,600 12,120,400 12,119,400 12,121,200	1,530,169 2,734,718 1,667,772 1,719,648 1,719,158 3,138,922 2,815,902 1,598,046 1,480,612 5,390,158 9,968,308 9,950,271	2,237,445 2,686,911 5,077,722 9,221,923 9,213,221 6,274,044 5,682,661 5,672,445 5,666,978 5,663,041 1,141,501 1,140,685 11,078,301	2,010,330 130,669 47,648	15,828,694.50 16,909,690.00 16,910,146.50 16,908,699.00 16,908,517.50 16,912,165.00 16,909,551.00 16,909,371.00 16,910,185.50 16,910,185.50 16,910,185.50 16,906,827.00 16,906,718.50 5,848,684.50 5,252,015.50 11,929,879.00 10,731,650.00 10,734,450.00 10,736,050.00 10,736,050.00 10,733,800.00 10,733,800.00 10,736,600.00 12,119,400.00 12,119,400.00 12,111,200.00
	8,865,586.67	9,252,306.33	12,437,250	19,353,933	186,707,493	43,713,684	70,756,878	2,188,647	353,275,778.00

BOND PRICING

Kaweah Delta Health Care District Revenue Bonds (Tulare County, California) Signature Bank Rate of 2.37% --Preliminary--

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term Bond due 2035	- 501c3:				
101111 Bolla ado 2000	06/01/2029	165,000	2.370%	2.370%	100.000
	06/01/2030	1,045,000	2.370%	2.370%	100.000
	06/01/2031	1,065,000	2.370%	2.370%	100.000
	06/01/2032	1,090,000	2.370%	2.370%	100.000
	06/01/2033	1,120,000	2.370%	2.370%	100.000
	06/01/2034	1,145,000	2.370%	2.370%	100.000
	06/01/2035	1,170,000	2.370%	2.370%	100.000
		6,800,000			
Term Bond due 2035	- Governmental:				
	06/01/2021	845,000	2.370%	2.370%	100.000
	06/01/2022	865,000	2.370%	2.370%	100.000
	06/01/2023	885,000	2.370%	2.370%	100.000
	06/01/2024	905,000	2.370%	2.370%	100.000
	06/01/2025	930,000	2.370%	2.370%	100.000
	06/01/2026	950,000	2.370%	2.370%	100.000
	06/01/2027	970,000	2.370%	2.370%	100.000
	06/01/2028	995,000	2.370%	2.370%	100.000
	06/01/2029 06/01/2035	855,000	2.370% 2.370%	2.370% 2.370%	100.000 100.000
	00/01/2033 _	8,200,000	2.37076	2.37070	100.000
		15,000,000			
Dated	d Date	(01/31/2020		
	ery Date		01/31/2020		
	Coupon	(06/01/2020		
Par A	mount	15 (000,000.00		
	nal Issue Discount	,	,		
Produ	uction	15,0	000,000.00	100.000000%	
Unde	rwriter's Discount				
	nase Price Jed Interest	15,0	00.000,000	100.000000%	
7.0010					
Net P	roceeds	15,0	00.000,000		

BOND SUMMARY STATISTICS

Kaweah Delta Health Care District Revenue Bonds (Tulare County, California) Signature Bank Rate of 2.37% --Preliminary--

Dated Date	01/31/2020
Delivery Date	01/31/2020
Last Maturity	06/01/2035
Arbitrage Yield	2.370198%
True Interest Cost (TIC)	2.370198%
Net Interest Cost (NIC)	2.370000%
All-In TIC	2.527374%
Average Coupon	2.370000%
Average Life (years)	8.770
Weighted Average Maturity (years)	8.770
Duration of Issue (years)	7.790
Par Amount Bond Proceeds Total Interest Net Interest Bond Years from Dated Date Bond Years from Delivery Date Total Debt Service Maximum Annual Debt Service Average Annual Debt Service	15,000,000.00 15,000,000.00 3,117,893.00 3,117,893.00 131,556,666.67 131,556,666.67 18,117,893.00 1,202,550.00 1,181,387.70
Underwriter's Fees (per \$1000) Average Takedown Other Fee	
Total Underwriter's Discount	

Bid Price 100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2035 - Governmental Term Bond due 2035 - 501c3	8,200,000.00 6,800,000.00	100.000 100.000	2.370% 2.370%	5.415 12.817	10,496.00 8,704.00
	15,000,000.00			8.770	19,200.00
		All-In TIC TIC			Arbitrage Yield
Par Value + Accrued Interest + Premium (Discount) - Underwriter's Discount	15,000,000	.00	15,000,000.00	15,0	000,000.00
- Cost of Issuance Expense - Other Amounts			-180,000.00		
Target Value	15,000,000	.00	14,820,000.00	15,0	000,000.00
Target Date Yield	01/31/20 2.37019		01/31/2020 2.527374%		01/31/2020 2.370198%

2015B Revenue Bond Projects STATUS REPORT 1/14/2020

		A	Approved Budge	t	Budget	t Status		Sched	ule	
CIP	PROJECT	Revenue Bond 2015B Funding	Additional Funding*	TOTAL Combined Funding	Spent as of Janaury 14, 2020	Remaining Budget	Current Status	Construction Start	Anticipated Construction Completion	Anticipated Occupancy *CDPH approval*
126	AW 5th Fir Med-Surg	\$ 22,000,000	\$ 1,100,000	\$ 23,100,000	\$ 15,738,419	\$ 7,361,581	Construction Phase	Dec 2017	end of February 2020	end of April 2020
	AW 6th Fir NICU	\$ 22,000,000	\$ 1,100,000	\$ 23,100,000	\$ 15,736,419	\$ 7,301,361	Construction Phase	Dec 2017	end of February 2020	end of April 2020
	ED Expansion: Zone 4						Construction Phase	April 2018	end of February 2020	mid- April 2020
185	ED Expansion: Zone 5 24-Bed Addition	\$ 32,800,000	\$ 40,000	\$ 32,840,000	\$ 15,669,667	\$ 17,170,333	Construction Phase	July 2018	November 2020	December 2020
	ED Expansion: Fast Track & Lab Draw						COMPLETED	Sep 5, 2017	July 2019	August 2019
	Exeter Campus Modular Clinic and Admin Bldgs.	\$ 6,100,000	\$ 400,000	\$ 6,500,000	\$ 6,500,000	\$ -	COMPLETED	Feb 20, 2017	Completed May 2018	Occupied August 2018
16/	Creek Parking Addition	\$ 450,000		\$ 450,000	\$ 450,000	\$ -	COMPLETED	Feb 2016		May 2016
	Acequia 2nd Floor OB C- Section	\$ 6,500,000		\$ 6,500,000	\$ 4,063,781	\$ 2,436,219	COMPLETED	April 10, 2017	Completed October 4 2018	December 2018
193	Northside Urgent Care Center	\$ 4,000,000		\$ 4,000,000	\$ 4,000,000	\$ -	COMPLETED	June 5, 2017	Completed May 2018	Occupied August 2018
226	Cerner Implementation	\$ 28,150,000		\$ 28,150,000	\$ 28,150,000	\$ -	COMPLETED	N/A	Completed May 2018	May 2018
	TOTALS	\$ 100,000,000	\$ 1,540,000	\$ 101,540,000	\$ 74,571,867	\$ 26,968,133				

Spent to date= 73%

NOTES on the ED Expansion 24-Bed Addition: Existing conditions discovered in the last 4 weeks will likely extend current construction milestones due to significant corrective work required. Project team is working on updating project schedule.