#### AGENDA



Redwood City, CA 94063

## SEQUOIA HEALTHCARE DISTRICT REGULAR BOARD OF DIRECTORS MEETING

4:00 PM, Wednesday, February 7, 2024 Conference Room, 525 Veterans Boulevard Redwood City, CA 94063

This meeting will be held in person at 525 Veteran's Boulevard in Redwood City with access available via Zoom teleconference. To join the meeting from your cellphone dial (669) 900-9128 and enter meeting ID: 837 5452 9528 or join from a computer to <a href="https://us02web.zoom.us/j/83754529528">https://us02web.zoom.us/j/83754529528</a>. Additional information regarding the meeting can be located at our website: <a href="https://us02web.zoom.us/j/83754529528">www.seghd.org</a>

1. Call To Order And Roll Call

4:00 p.m.

4:40-5:00

2. Public Comment On Closed Session Items

#### **ACTION**

- 3. Adjourn to Closed Session For The Purpose Of:
   CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)
   Property: 525 Veterans Blvd., Redwood City Agency. Negotiators: Pamela Kurtzman, CEO, and
   Mark Hudak, Legal Counsel. Negotiating Parties: Ravenswood Family Health Network. Under
   negotiation: Terms of lease including rent, length of term, tenant improvement allowance, and
   services to be provided.
- ACTION 4. Reconvene To Open Session: Announce Any Reportable Action Taken In Closed Session. NOTE: the Open Session will re-convene at 4:30 p.m.

a. Consider Grant Request From CWAF For Up To \$138,000 For Integrative

5. Public Comment On Non-Agenda Items\*

#### **ACTION**

**ACTION** 

- 6. Consent Calendar President Nayfack
  - a. Approve December 6, 2023 Regular Meeting Minutes
  - b. Accept November And December 2023 Financial Statements

#### 7. New Business

•	ACTION	a.	Consider Grant Request From CWALTON OF TO \$150,000 For Integrative	7.70 3.00
			Wellness Program For Educators- Mr. Schectman, Ms. Petersen, Ms. Wasson	
	ACTION	b.	Consider Grant Request From EPiC For \$45,379 For Emergency Preparedness	5:00-5:15
			Trailer And Supplies- Robert Seidel	
4	ACTION	c.	Consider Adoption Of Resolution 24-1 Authorizing Lease Of 525 Veterans	
			Boulevard, Redwood City To Ravenswood Family Health Network For Conversion	
			To A Dental Clinic, Approving Tenant Improvement Allowance Of \$5,500,000, And	
			Authorizing Retention Of A Consulting Architect - Mr. Hudak And Ms. Kurtzman	
		d.	Report On Performance Of District Investment Portfolio- Andrew Lin	5:35-5:55
	ACTION	e.	Consider Increase Of District Contribution To CalPERS Employee Health	5:55-6:10
			Insurance Premium From \$2,300 To \$2,600- Ms. Kurtzman	
	ACTION	f.	Approve Amendments To Employment Contract Of District's Chief Executive	6:10-6:15
			Officer- President Nayfack	
	ACTION	g.	Director Requests For Future Agenda Items Per Board Policy 8.3	
		•	- President Nayfack	
			and the state of t	

#### 8. CEO/Staff Reports:

a. CEO State of The District And Staff Reports- Kurtzman, Bratton, Garcia, Wasson 6:15-6:45

#### ACTION 9. Adjourn

The Next Regular Meeting Of The Board Of Directors Of Sequoia Healthcare District Is Scheduled For 4:30 PM, Wednesday, April 3, 2024, District Conference Room, 525 Veterans Blvd., Redwood City, CA 94063

Aaron Nayfack, MD - Board President

Any writings or documents provided to a majority of the Board of Directors regarding any item on this agenda will be made available for public inspection at the District office, 525 Veterans Blvd., Redwood City, CA, during normal business hours. Please telephone 650-421-2155 ext 201 to arrange an appointment.

If you are an individual with a disability and need accommodation to participate in this meeting, please contact Sequoia Healthcare District at least 48-hours in advance at 650-421-2155 ext 201.

<sup>\*</sup>Public comment will be taken for each agenda item prior to the board's consideration on that item.

# MINUTES OF REGULAR MEETING BOARD OF DIRECTORS SEQUOIA HEALTHCARE DISTRICT December 6, 2023 Conference Room, 525 Veterans Boulevard

onference Room, 525 Veterans Boulevard Redwood City, CA 94063

<b>Directors Present</b>	Directors Excused	Also Present
Director Fong		Pamela Kurtzman, CEO
Director Griffin		Mr. Hudak, Legal Counsel
Director Martinez		Ms. Stamper, Recorder
Director Nayfack via Zoom		
Director Shefren		

#### 1. Call to Order

Vice President Martinez called the meeting to order at 4:30PM. Roll call attendance was taken. A quorum was present.

### 2. Public Comment/Non-Agenda Items

Vice President Martinez asked if there was any public comment on non-agenda items. Board members expressed their condolences for the passing of Mr. Horlsey, a retired District Board member. Director Shefren noted that Mr. Horsley made significant contributions as a board member of the District.

#### 3. Consent Calendar

Motion: to approve the consent calendar minus the September 28, 2023 minutes.

By: Director Nayfack

Seconded by: Director Shefren

**Vote:** Ayes - Fong, Griffin, Martinez, Nayfack, Shefren

Nos --Abstain --Absent --**Motion Passed: 5-0** 

Motion: to approve the September 28, 2023 minutes with a change to section 3b - change name

of "Seconded by" from Director Faro to Director Fong.

By: Director Shefren

**Seconded by:** Director Martinez

**Vote:** Ayes - Fong, Griffin, Martinez, Nayfack, Shefren

Nos --Abstain --Absent --**Motion Passed: 5-0** 

## 4.a. Consider Grant Request From LifeMoves Totaling \$315,625 Over 2 Years For Continued Support Of LVN at Navigation Center

Vice President Martinez asked if there was public comment on this agenda item. There was none.

LifeMoves is a large provider of homeless services that specializes in providing interim housing programs for families and individuals experiencing homelessness. They operate 26 service sites,

with 350 staff, and various programs, offering over 1,600 beds, and serve 7,000 clients per year. One fifth of their clients are US veterans, and one fifth are children. The Maple Street shelter in Redwood City was torn down in the spring of 2022 and a new 240 door non-congregate modular facility with in-suite bathrooms for all residences was created and opened March 2023. This new state of the art facility is a navigation venter for unhoused residents to connect with services, such as onsite healthcare, dental services at the dental clinic and substance use treatment. They operate a safe RV parking lot. LifeMoves requests a grant for 2024 and 2025 to continue funding the LVN at the Maple Street Shelter who will continue to help clients.

**Motion:** To approve a grant for LifeMoves totaling \$315,625 over 2 years for continued support of the LVN at the Navigation Center.

By: Director Shefren

Seconded by: Director Griffin

Vote: Ayes - Fong, Griffin, Martinez, Nayfack, Shefren

Nos --Abstain --Absent --**Motion Passed: 5-0** 

4.b. Consider Grant Request From BGCP of \$99,375 Per Year For 2 Years For Continued Support Of Full-Time Bilingual Psychotherapist At Forest Club

Vice President Martinez asked if there was public comment on this agenda item. There was none.

The Boys and Girls Club of the Peninsula with the help of Acknowledge Alliance has been providing therapy to youth suffering from trauma. The therapist sees youth aged 13-18 years old for individual and group psychotherapy, and peer-to-peer support groups. She offers staff consultations, mental health and social emotional Wellness workshops, and guidance to teen staff. In 2022, BGCP hired two bilingual psychotherapists for additional support for students in Redwood City. During the 2022-2023 school year, a total of 345 high school and post-secondary students in the Redwood City area received free mental health services. Overall, BGCP therapists provided 1,481 services to students in the Sequoia Healthcare District, including 61 group classes/workshops and 1,420 1:1 mental health sessions. Clients discuss issues ranging from depression and anxiety, to domestic violence, physical and sexual abuse, relationship issues, immigration issues, substance abuse and self-harm. This grant request covers a portion of the total cost for a full-time therapist.

**Motion:** To approve a grant for BGCP of \$99,375 per year for 2 years for continued support of the full-time Bilingual Psychotherapist at Forest Club.

By: Director Shefren

**Seconded by:** Director Martinez

**Vote:** Ayes - Fong, Griffin, Martinez, Nayfack, Shefren

Nos --Abstain --Absent --**Motion Passed: 5-0** 

4.c. Consider Lease With Ravenswood Family Health Network
And Tenant Improvement Allowance And Equipment Purchase
Of Up to \$5.5 Million (Plus Cost Escalation Factor) For The Conversion
Of 525 Veterans Boulevard Building To A Dental Clinic
To Serve Economically-Challenged District Residents

Vice President Martinez asked if there was public comment on this agenda item. There was none.

Luisa Bauda of Ravenswood FHC presented an analysis of the dental disparities within our District, highlighting the need within our community, and the current dental capacity of providers in the area. Ravenswood serves 1290 District patients at their East Palo Alto facilities and are currently at capacity.

Ms. Bauda and the new CEO, Gralyn Jacques, of Ravenswood answered Directors questions and requested a lease from the District of the building at 525 Veterans Blvd along with tenant allowance and funding for specialized dental equipment to convert the building into a dental clinic specializing in treating economically-challenged District residents. Ms. Bauda presented a budget of \$5.526 Million, and the estimated operations budgets with best- and worst-case scenarios. After getting permits approved the costs will solidify. Any surplus revenues will be reserved for equipment replacement, oral surgery fees at surgery centers, dental services at school sites and to maintain a 60-day operating reserve. Mr. Jacques, as the former CFO at Ravenswood, stated that currently profitable departments compensate for other departments.

**Motion:** To approve the preparation of a lease with Ravenswood Family Health Network and Tenant Improvement Allowance and Equipment Purchase of up to \$5.5 Million (plus cost escalation factor) for the conversion of the 525 Veterans Blvd building into a dental clinic to serve economically challenged District residents.

By: Director Shefren

Seconded by: Directors Fong & Griffin

**Vote:** Ayes - Fong, Griffin, Martinez, Nayfack, Shefren

Nos --Abstain --Absent --

Motion Passed: 5-0

### 4.d. Consider Approval Of District Social Media Policy

Vice President Martinez asked if there was public comment on this agenda item. There was none.

Ms. Garcia presented the final draft of the District Social Media Policy. Board members discussed the need for the new policy.

**Motion:** To approve the new Social Media Policy for the Policy and Procedures manual with the change to remove the paragraph regarding "Board Communication Role".

By: Director Shefren

Seconded by: Director Fong

**Vote:** Ayes - Fong, Griffin, Martinez, Nayfack, Shefren

Nos --Abstain --Absent --

Motion Passed: 5-0

#### 4.e. Director Requests for Future Agenda Items per Board Policy 8.3

Vice President Martinez asked Directors for any requests for future agenda items.

Director Fong would like a briefing on LAFCO and the fees the District pays. Mr. Hudak will make a presentation to the Board regarding LAFCO at a future Board meeting.

ACHD is supporting Prop 1 to rename the Mental Health Services Act to Behavorial Health Services Act, and is expanding its purpose, which will include \$6.3M for mental health and housing.

Director Shefren would like a discussion of Prop 1 on a future Board agenda, with the possibility of the Board advocating in support.

### 5. CEO/Staff Reports

CEO Kurtzman - The Michelson Pool will be reopened! Director Griffin was applauded for ther efforts to get the pool reopened.

Luisa Bauda's retirement party is on Friday.

Public notice was placed in the Daily Journal announcing the Board discussion of a Ravenswood dental clinic at 525 Veterans.

Ms. Garcia presented a draft powerpoint she prepared for director's to use during their speaking engagements at city councils and Board of Supervisors meetings.

Ms. Wasson noted how grateful school districts and county mental health is for our funding and partnership.

Ms. Bratton is starting the FY24-25 grant season with a hybrid grant information session January 11<sup>th</sup>. Mid-year reports are due next Friday.

Director Fong is on the advocacy committee for ACHD.

Ms. Bratton presented a brief slideshow in Mr. Horsely's honor.

#### 6. Adjourn to Closed Session for the Purposes of:

a. Under Government Code Sections 54957 and 54957.6 for the following purposes: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (54957) Title: Chief Executive Officer of Sequoia Healthcare District. CONFERENCE WITH LABOR NEGOTIATOR (54957.6) Agency Designated Representative: Aaron Nayfack, Board President Unrepresented Employee: Chief Executive Officer, Sequoia Healthcare District

Motion: to adjourn to closed session.

By: Director Nayfack

**Seconded by:** Director Shefren

**Vote:** Ayes - Fong, Griffin, Martinez, Nayfack, Shefren

Nos --Abstain --Absent --**Motion Passed: 5-0** 

#### 4. Reconvene to Open Session:

There was no reportable action taken in closed session.

#### 6. Adjourn

Motion: To adjourn the meeting at 7:21PM.

By: Director Shefren

Seconded by: Director Griffin

All in favor Motion Passed



The next regular meeting of the Board of Directors of Sequoia Healthcare District is scheduled for 4:30 PM, Wednesday, February 7, 2024, District Conference Room, 525 Veterans Blvd., Redwood City, CA.

Respectfully Submitted,

Kim Griffin, R.N. Secretary

## Sequoia Healthcare District Balance Sheet - by Month As of December 31, 2023

	Jul 31, 23	Aug 31, 23	Sep 30, 23	Oct 31, 23	Nov 30, 23	Dec 31, 23
ASSETS						
Current Assets						
Checking/Savings						
10150-0 · Cash (WF-MMA)	147.37	0.00	0.00	0.00	0.00	0.00
10200-0 · Cash (WF)	722,661.61	49,609.80	284,809.03	1,019,623.11	1,774,596.93	12,388,613.82
10200-1 · Cash In Schwab	175,094.16	175,094.16	175,094.16	175,094.16	175,094.16	175,094.16
10250-0 · Cash from Investments	314,916.70	314,916.70	314,916.70	314,916.70	314,916.70	314,916.70
10300-5 · Cash Equivalents #6621	10,999,092.22	11,029,832.22	10,985,457.22	11,003,957.22	11,164,022.22	11,322,289.22
10350-0 · Schwab Acct#2739	30,299,861.95	29,603,754.95	29,117,093.95	27,681,472.95	27,982,673.95	28,245,541.95
10430-0 · Pension Money Market Fund	84,374.19	84,374.19	84,374.19	84,374.19	84,374.19	84,374.19
10490 · HFSA funding & deductions	5 050 50	0.404.00	0.000.00	0.500.77	0.774.70	40.040.04
10490-1 · HSA Savings Fund	5,350.50	8,424.36	8,830.22	9,532.77	9,771.78	10,249.34
10490-2 · HFSA Pretax Deduction	-4,822.82	-5,764.08	-7,175.97	-8,117.23	-9,058.49	-9,999.75
Total 10490 · HFSA funding & deductions	527.68	2,660.28	1,654.25	1,415.54	713.29	249.59
Total Checking/Savings	42,596,675.88	41,260,242.30	40,963,399.50	40,280,853.87	41,496,391.44	52,531,079.63
Other Current Assets						
10550-0 · Interest Receivable	188,949.45	188,949.45	188,949.45	188,949.45	188,949.45	188,949.45
10550-1 · DH Settlement Rec./Interst	135,477.33	135,477.33	135,477.33	135,477.33	135,477.33	135,477.33
10551-0 · DH Settlement	7,146,057.00	7,146,057.00	7,146,057.00	7,146,057.00	7,146,057.00	6,868,304.00
10400-0 · Pension Assets-Vanguard	50,127,939.95	50,127,939.95	50,127,939.95	50,127,939.95	50,127,939.95	50,127,939.95
10410-0 · Investment In Insurance Company	3,862,533.00	3,862,533.00	3,862,533.00	3,862,533.00	3,862,533.00	3,862,533.00
10500-9 · Pension Contribution Rcvble	23,974,259.00	23,974,259.00	23,974,259.00	23,974,259.00	23,974,259.00	23,974,259.00
Total Other Current Assets	85,435,215.73	85,435,215.73	85,435,215.73	85,435,215.73	85,435,215.73	85,157,462.73
Total Current Assets	128,031,891.61	126,695,458.03	126,398,615.23	125,716,069.60	126,931,607.17	137,688,542.36
Fixed Assets						
12100-6 · Land	138,927.00	138,927.00	138,927.00	138,927.00	138,927.00	138,927.00
12200-6 · Land Improvements	144,158.05	144,158.05	144,158.05	144,158.05	144,158.05	144,158.05
12300-1 · Improvements-Classroom	83,410.44	83,410.44	83,410.44	83,410.44	83,410.44	83,410.44
12300-6 · Buildings	1,249,382.30	1,249,382.30	1,249,382.30	1,249,382.30	1,249,382.30	1,249,382.30
12300-8 · Building Improvements	547,329.57	547,329.57	547,329.57	547,329.57	547,329.57	547,329.57
12300-9 · Tenant Improvements	215,113.29	215,113.29	215,113.29	215,113.29	215,113.29	215,113.29
12400-6 · Equipment 12400-7 · Furniture	76,222.26 28,259.91	76,222.26 28,259.91	76,222.26 28,259.91	76,222.26 28,259.91	76,222.26 28,259.91	76,222.26 28,259.91
12500-6 · Accumulated Depreciation	-2,244,637.66	-2,248,594.31	-2,252,550.96	-2,256,507.61	-2,260,464.26	-2,264,420.91
Total Fixed Assets	238,165.16	234,208.51	230,251.86	226,295.21	222,338.56	218,381.91
	200,100.10	204,200.01	200,201.00	220,200.21	222,000.00	210,001.01
Other Assets 15000-0 · Deferred Outflows - Pensions	3,030,763.00	3,030,763.00	3,030,763.00	3,030,763.00	3,030,763.00	3,030,763.00
Total Other Assets	3,030,763.00	3,030,763.00	3,030,763.00	3,030,763.00	3,030,763.00	3,030,763.00
TOTAL ASSETS	131,300,819.77	129,960,429.54	129,659,630.09	128,973,127.81	130,184,708.73	140,937,687.27
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable						
20000 · Accounts Payable	1,433.47	0.00	15,360.33	-995.47	0.00	-662.85

## Sequoia Healthcare District Balance Sheet - by Month As of December 31, 2023

	Jul 31, 23	Aug 31, 23	Sep 30, 23	Oct 31, 23	Nov 30, 23	Dec 31, 23
Total Accounts Payable	1,433.47	0.00	15,360.33	-995.47	0.00	-662.85
Other Current Liabilities						
20001-0 · Deposit Payable	3,565.00	3,565.00	3,565.00	3,565.00	3,565.00	3,565.00
20200-0 · HSI Grants Payable	987,071.48	0.00	0.00	0.00	0.00	0.00
23099-0 · Compensated Absences - Current	15,623.69	15,623.69	15,623.69	15,623.69	15,623.69	15,623.69
Total Other Current Liabilities	1,006,260.17	19,188.69	19,188.69	19,188.69	19,188.69	19,188.69
Total Current Liabilities	1,007,693.64	19,188.69	34,549.02	18,193.22	19,188.69	18,525.84
Long Term Liabilities						
23099-1 · Compensated Absences - L/T	36,571.82	36,571.82	36,571.82	36,571.82	36,571.82	36,571.82
22000-1 · Pension Contribution Payable	26,445,937.00	26,445,937.00	26,445,937.00	26,445,937.00	26,445,937.00	26,445,937.00
25000-1 · Unavailable Revenue	7,555,644.00	7,555,644.00	7,555,644.00	7,555,644.00	7,555,644.00	7,555,644.00
25000-9 · Unavailable Revenue Offset	-7,555,644.00	-7,555,644.00	-7,555,644.00	-7,555,644.00	-7,555,644.00	-7,555,644.00
Total Long Term Liabilities	26,482,508.82	26,482,508.82	26,482,508.82	26,482,508.82	26,482,508.82	26,482,508.82
Total Liabilities	27,490,202.46	26,501,697.51	26,517,057.84	26,500,702.04	26,501,697.51	26,501,034.66
Equity						
32000 · Retained Earnings	32,954,091.43	32,954,091.43	32,954,091.43	32,954,091.43	32,954,091.43	32,954,091.43
39004-1 · Invested in Capital Assets	359,946.00	359,946.00	359,946.00	359,946.00	359,946.00	359,946.00
39004-3 · Fiduciary Fund Balance	72,994,801.00	72,994,801.00	72,994,801.00	72,994,801.00	72,994,801.00	72,994,801.00
Net Income	-2,498,221.12	-2,850,106.40	-3,166,266.18	-3,836,412.66	-2,625,827.21	8,127,814.18
Total Equity	103,810,617.31	103,458,732.03	103,142,572.25	102,472,425.77	103,683,011.22	114,436,652.61
TOTAL LIABILITIES & EQUITY	131,300,819.77	129,960,429.54	129,659,630.09	128,973,127.81	130,184,708.73	140,937,687.27

## Sequoia Healthcare District Profit & Loss - by Month July through December 2023

	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	TOTAL
Ordinary Income/Expense							
Income							
40300 · Rental Income	800.00	800.00	800.00	800.00	800.00	800.00	4,800.00
40400 · Tax Revenue	82.28	15,073.67	17,175.46	572,621.76	870,418.23	8,019,940.17	9,495,311.57
40500 · Investment Income	120,659.00	134,633.00	(31,036.00)	82,879.00	461,266.00	421,135.00	1,189,536.00
40600 · Interest Income	359.16	130.78	100.98	51.42	13.49	64.04	719.87
40600-1 · DH Settlement Interest	0.00	0.00	0.00	0.00	0.00	232,247.00	232,247.00
40900-0 · Pension Income	0.00	0.00	0.00	0.00	0.00	2,200,000.00	2,200,000.00
Total Income	121,900.44	150,637.45	(12,959.56)	656,352.18	1,332,497.72	10,874,186.21	13,122,614.44
Gross Profit	121,900.44	150,637.45	(12,959.56)	656,352.18	1,332,497.72	10,874,186.21	13,122,614.44
Expense							
60100-1 · Admin. Expense	322.14	4,982.04	2,364.74	2,331.88	2,944.72	1,626.34	14,571.86
60101-1 · Administration Payroll	8,459.01	38,159.57	48,645.10	32,383.15	33,331.02	32,714.72	193,692.57
60300-1 · Board Health Insurance	1,210.71	1,210.71	847.50	1,210.71	1,210.71	1,210.71	6,901.05
60300-2 · Employee Health Insurance	13,795.22	10,861.31	10,700.55	8,707.92	13,847.72	10,861.31	68,774.03
60350 · Employee Retirement Benefit	464.24	2,375.92	3,590.01	2,393.34	2,427.70	2,404.82	13,656.03
60400-1 · Investment Fees	0.00	0.00	16,355.80	0.00	0.00	0.00	16,355.80
60500-1 · Office Supplies/Equip Maint	1,495.85	447.01	437.29	747.92	147.62	37.76	3,313.45
60600-1 · Purchase Services	0.00	0.00	33,000.00	0.00	2,850.00	0.00	35,850.00
60610-1 · Accounting fees	0.00	0.00	638.86	1,375.00	0.00	625.00	2,638.86
60700-1 · Board Expense	0.00	1,150.00	1,820.84	2,215.42	0.00	0.00	5,186.26
60700-2 · Association/Membership Dues	8,922.00	0.00	0.00	29,051.00	0.00	0.00	37,973.00
60725-1 · Communications	0.00	21,213.00	18,036.96	0.00	1,086.97	0.00	40,336.93
60750-2 · Web Site/IT	3,305.53	7,083.70	3,305.53	3,355.52	3,451.78	4,303.53	24,805.59
60800-1 · Insurance	41,365.00	0.00	0.00	(539.50)	(411.00)	0.00	40,414.50
60806-1 · LAFCO fees	11,278.00	0.00	0.00	0.00	0.00	0.00	11,278.00
60810-1 · Legal Fees	0.00	2,565.00	5,265.00	3,915.00	4,230.00	6,030.00	22,005.00
60815-1 · Bank Fees	10.00	78.00	0.00	0.00	0.00	0.00	88.00
65200-1 · Maintenance	1,690.00	1,670.00	3,062.98	3,840.00	1,420.00	2,100.00	13,782.98
65400-1 · Utilities	2,824.77	1,656.28	3,157.74	2,171.63	1,979.73	1,816.61	13,606.76
65450-1 · Property Insurance	6,196.02	0.00	0.00	0.00	0.00	0.00	6,196.02
65500-1 · Depreciation Expense	3,956.70	3,956.65	3,956.65	3,956.65	3,956.65	3,956.65	23,739.95
70200-1 · Grant Admin Expenses	0.00	0.00	0.00	488.78	0.00	944.07	1,432.85
70201-1 · Grant Admin Payroll	4,584.74	23,053.09	27,863.51	18,622.59	18,599.12	18,194.88	110,917.93
70350-1 · Samaritan House	0.00	0.00	0.00	338,412.25	0.00	0.00	338,412.25
70400-1 · Other Grants	4,120.00	0.00	0.00	0.00	0.00	698.38	4,818.38
70550-1 · San Mateo Medical Center-Dental	0.00	160,000.00	0.00	0.00	0.00	0.00	160,000.00
70560-1 · Ravenswood Family Health Center	0.00	0.00	0.00	500,000.00	0.00	0.00	500,000.00
70566-1 · Pen Volunteers LYFT program	0.00	3,910.56	4,196.35	4,228.94	6,707.60	19,425.67	38,469.12
70567-1 · BGCP Psychotherapist	46,585.00	0.00	0.00	0.00	0.00	0.00	46,585.00
70571-1 · Matching Grants wDignity Health	0.00	0.00	0.00	200,000.00	0.00	0.00	200,000.00
70594-0 · Future Impact Funds	0.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
70603-1 · Community Grants	2,061,500.00	0.37	0.00	0.00	0.00	0.00	2,061,500.37
70705-1 · Sequoia Smart	0.00	18,568.13	0.00	0.00	0.00	0.00	18,568.13
70706-1 · Sequoia Safe (+HeartSafe)	45,890.00	1,114.84	5,554.90	0.00	1,013.05	0.00	53,572.79
70800-1 · School Health Expense	0.00	0.00	0.00	339.31	9,652.31	127.80	10,119.42 77,737.72
70801-1 · School Health Payroll 70802-1 · School Health Grants	3,671.63 348,475.00	13,466.55 (15,000.00)	20,199.84 90,200.07	13,466.56 153,824.59	13,466.57 0.00	13,466.57 0.00	577,499.66
Total Expense	2,620,121.56	502,522.73	303,200.22	1,326,498.66	121,912.27	120,544.82	4,994,800.26
Net Ordinary Income	(2,498,221.12)	(351,885.28)	(316,159.78)	(670,146.48)	1,210,585.45	10,753,641.39	8,127,814.18
Net Income	(2,498,221.12)	(351,885.28)	(316,159.78)	(670,146.48)	1,210,585.45	10,753,641.39	8,127,814.18
	(2,700,221.12)			(0, 0, 140.40)			

## FY2023-24 BUDGET NARRATIVE

Heidi Stamper -- Administrative Executive

January 29. 2024

Explanation of Income discrepancy listed in **BLUE** on the <u>Month-to-Month</u> <u>Budget vs. Actuals</u> report.

Account	6 month Budget	Income Recorded	Variance	Explanation
2021 Dignity Settlement	\$ 510,000	\$ 232.247	¢ (977 753)	We received \$510K from Dignity Health in December. However, Governmental Accounting standards require that the payment be recorded as "principal" and "interest". This is the interest portion which is recognized on the Profit & Loss Sheet. The principal portion is recorded on the Balance sheet under "10551-0 Dignity Settlement" (note the change on that sheet in value from November
Agrmt	\$ 510,000	\$ 232,247	\$ (277,753)	to December).

Per Directors request, all over budget line items are listed in **RED** on the <u>Month-to-Month Budget vs. Actuals</u> report. Following is an explanation of over-budget items for the fiscal year 2023-24 Month to Month Budget vs. Actuals report included in the packet.

Account	6 month Budget	Actual Expenses	Variance	Explanation
				·
Employee Health Insurance	\$ 65,000	\$ 68,774	\$ (3,774)	CalPERS increased pricing by an average of 13% for 2024 premiums.
Investment Fees	\$ 13,000	\$ 16,356	\$ (3,356)	Additional funds invested have increased the costs of management fees.
Maintenance	\$ 13,400	\$ 13,783	\$ (383)	Repair overages carried forward from October
Property Insurance	\$ 6,000	\$ 6,196	\$ (196)	Price increase
Grant Admin Expenses	\$ 1,200	\$ 1,433	\$ (233)	
Grant Admin Payroll	\$ 105,000	\$ 110,918	\$ (5,918)	
Pen. Volunteers LYFT program	\$ 30,000	\$ 38,469	\$ (8,469)	The program has been more successful than budgeted, and they will run out of ride funds before June 2024.

Agenda Item 6b
Board of Directors Meeting
6 Month February 7, 2024

6 Month

					6 Month	6 Month Feb
					(July - December)	(July - December)
	November	November	December	December	Total	Total
Income	Budget	Actual	Budget	Actual	Budget	Actual
Rental Income	800.00	800.00	800.00	800.00	4,800.00	4,800.00
Tax Revenue	715,000.00	870,418.23	6,500,000.00	8,019,940.17	7,740,000.00	9,495,311.57
Investment Income	10,000.00	461,266.00	5,000.00	421,135.00	45,000.00	1,189,536.00
Interest Income	70.00	13.49	70.00	64.04	420.00	719.87
2021 Dignity Settlement Agrmt	0.00	0.00	510,000.00	232,247.00	510,000.00	232,247.00
Pension Income	0.00	0.00	2,200,000.00	2,200,000.00	2,200,000.00	2,200,000.00
Total Income	725,870.00	1,332,497.72		10,874,186.21	10,500,220.00	13,122,614.44
	2,2	, = = , = =	, , , , , , , , , , , , , , , , , , , ,	-,- ,	-,,	-, ,-
Expenses						
Admin. Expense	2,000.00	2,944.72	7,000.00	1,626.34	24,000.00	14,571.86
Admin. Payroll	35,000.00	33,331.02	35,000.00	32,714.72	229,700.00	193,692.57
Board Health Insurance	1,300.00	1,210.71	1,300.00	1,210.71	7,800.00	6,901.05
Employee Health Insurance	10,000.00	13,847.72	10,000.00	10,861.31	65,000.00	68,774.03
Employee Retirement Benefit	2,500.00	2,427.70	2,500.00	2,404.82	14,500.00	13,656.03
Investment Fees	0.00	0.00	0.00	0.00	13,000.00	16,355.80
Office Supplies/Equip Maint	700.00	147.62	1,000.00	37.76	5,400.00	3,313.45
Purchased Services	6,250.00	2,850.00	3,000.00	0.00	45,500.00	35,850.00
Accounting fees	0.00	0.00	27,000.00	625.00	48,000.00	2,638.86
Board Expense	1,000.00	0.00	1,000.00	0.00	10,000.00	5,186.26
	0.00	0.00		0.00		
Associations/Membership			0.00		38,000.00	37,973.00
Communications	1,000.00	1,086.97	0.00	0.00	57,500.00	40,336.93
Public Relations	500.00	0.00	0.00	0.00	2,500.00	0.00
Web Site/IT	4,000.00	3,451.78	4,000.00	4,303.53	27,000.00	24,805.59
Pension Plan Expense	0.00	0.00	, ,	0.00	2,200,000.00	0.00
Insurance/D&O/Liability/WC	0.00	(411.00)	0.00	0.00	43,000.00	40,414.50
LAFCO fees	0.00	0.00	0.00	0.00	15,450.00	11,278.00
Legal Fees	4,000.00	4,230.00	4,000.00	6,030.00	25,200.00	22,005.00
Bank Fees	0.00	0.00	0.00	0.00	100.00	88.00
Maintenance	2,000.00	1,420.00	2,000.00	2,100.00	13,400.00	13,782.98
Utilities	2,400.00	1,979.73	2,400.00	1,816.61	14,200.00	13,606.76
Property Insurance	0.00	0.00	0.00	0.00	6,000.00	6,196.02
Depreciation	3,874.83	3,956.65	3,874.83	3,956.65	23,751.02	23,739.95
Grant Admin Expenses	200.00	0.00	200.00	944.07	1,200.00	1,432.85
Grant Admin Payroll	16,000.00	18,599.12	16,000.00	18,194.88	105,000.00	110,917.93
Samaritan House Grant	0.00	0.00	0.00	0.00	338,412.25	338,412.25
Other Grants	2,000.00	0.00	2,000.00	698.38	16,000.00	4,818.38
San Mateo Medical Ctr. Dental Cli	0.00	0.00	0.00	0.00	160,000.00	160,000.00
Ravenswood Family Health Ctr	0.00	0.00	0.00	0.00	500,000.00	500,000.00
LifeMoves LVN	0.00	0.00	0.00	0.00	0.00	0.00
Pen Volunteers LYFT program	2,500.00	6,707.60	2,500.00	19,425.67	30,000.00	38,469.12
BGCP Psychotherapist	0.00	0.00	0.00	0.00	46,585.00	46,585.00
Sonrisas	0.00	0.00	0.00	0.00	146,582.50	0.00
First 5 SMC	0.00	0.00	0.00	0.00	297,850.00	0.00
Matching Grants w/Dignity Health	0.00	0.00	0.00	0.00	560,000.00	200,000.00
Future Impact Funds	100,000.00	0.00	50,000.00	0.00	550,000.00	200,000.00
Community Grants Program	0.00	0.00	21,500.00	0.00	2,094,500.00	2,061,500.37
Sequoia Smart	2,000.00	0.00	4,000.00	0.00	32,000.00	18,568.13
Sequoia Safe (+HeartSafe)	2,000.00	1,013.05	2,000.00	0.00	58,000.00	53,572.79
Sequoia Strong Program	4,000.00	0.00	4,000.00	0.00	26,000.00	0.00
School Health Program	330,777.00	23,118.88	160,777.00	13,594.37	1,476,800.00	665,356.80
Total Expenses	536,001.83	121,912.27		120,544.82	9,367,930.77	4,994,800.26
	-,2303	.,	, ,		-,,-	, , , , , , , , , , , , , , , , , , , ,
Net	189,868.17	1,210,585,45	6,648,818.17	10,753,641.39	1,132,289.23	8,127,814.18
	,000.17	.,=,505.15	2,0.0,010.17	. 0,, 00,011.07	_,,,	0,11.,01 1.10

## Integrative Wellness Program

Proposal for Sequoia Healthcare District Feb 7, 2024





## PROGRAM OUTCOMES AND DIMENSIONS

- ➤ Reduced stress
- > Increased energy and vitality
- > Improved focus
- Expanded centeredness
- > Increased resilience
- ➤ Improved relationships
- > Increased joy and happiness



## Leadership Capacities (group)

collaboration, problem solving, strategy, decision-making, building teams, planning, agent of change, inspirational role model

## Interpersonal Capacities (other)

listening, speaking, connecting, feedback, compassion, patience, trust, coaching

## Integrative Leadership Model

## Intrapersonal Capacities (self)

Cognitive focus, creativity, intelligence, empowering beliefs

Emotional grit, self efficacy, resilience, centeredness, optimism, motivation, adaptability, equanimity

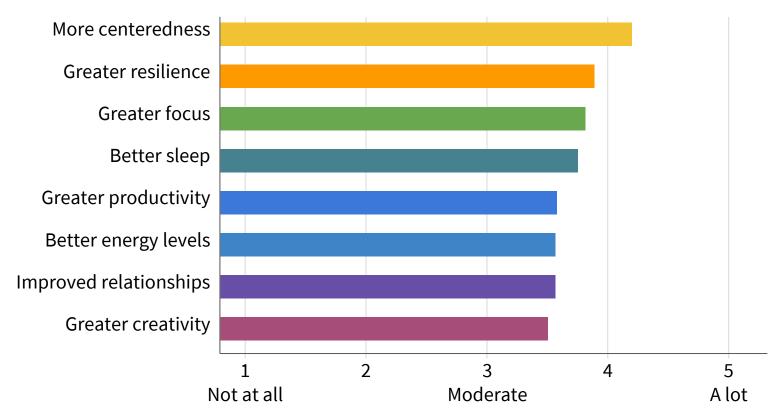
Character integrity, honesty, moral reasoning, forthrightness, virtue

## Mind-Brain State (being)

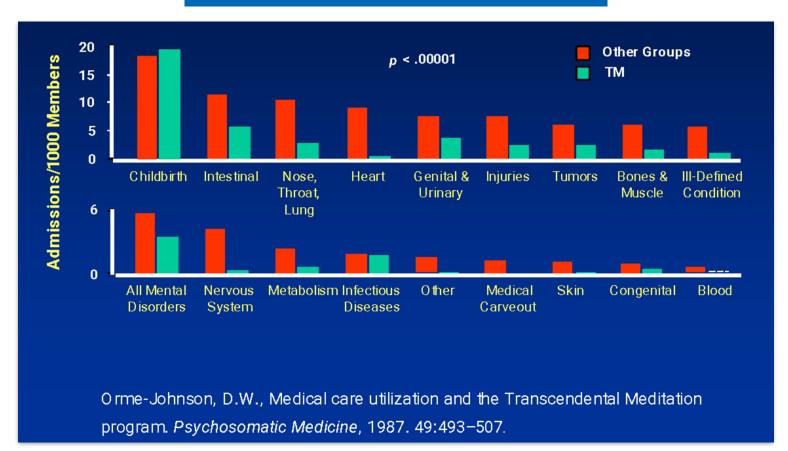
balance, energy, coherence, restedness, alertness

## 2021-22 PROGRAM DATA

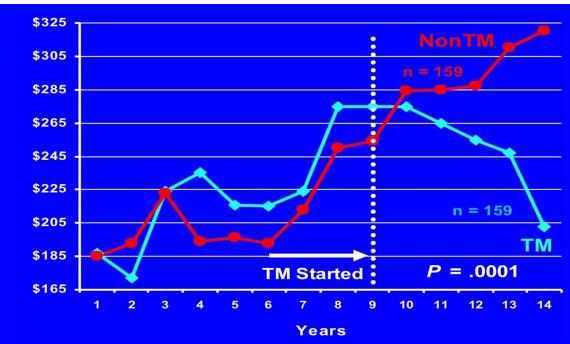
## Through my participation in the program, I experienced...



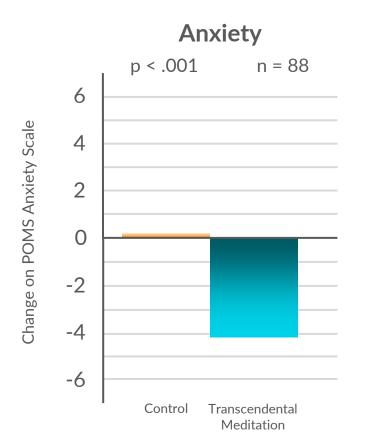
## DECREASED HOSPITAL ADMISSIONS RATE IN ALL CATEGORIES OF DISEASE

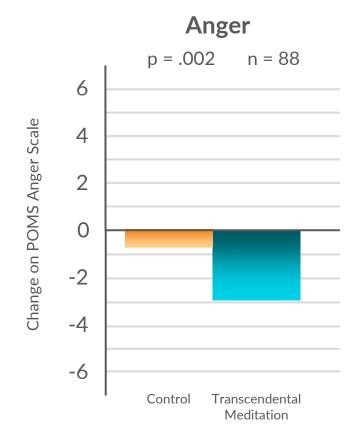


## PER CAPITA PHYSICIAN EXPENSES FOR PEOPLE OVER AGE 65

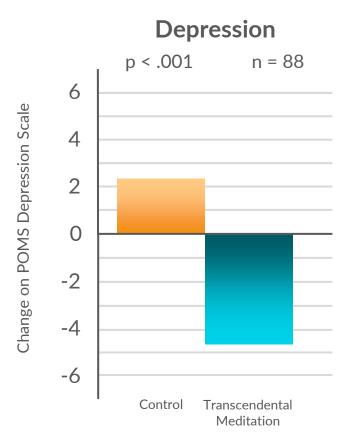


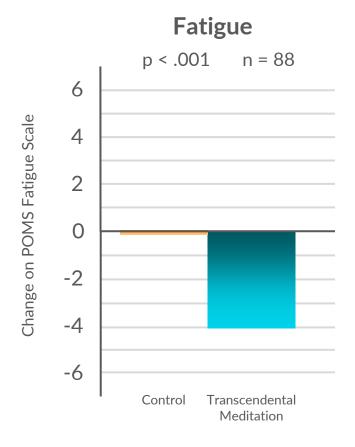
Data are in constant 1992 Canadian dollars. This chart shows the 1% trimmed mean. *P*-value indicates the significance of the comparison of annual rates of change between groups after TM started. Source: R. Herron, K. Cavanaugh. Can the Transcendental Meditation program reduce the medical expenditures of older people? A longitudinal cost reduction study in Canada *Journal of Social Behavior and Personality* 2005; 17: 415–442.





Travis, F., Valosek, L., Konrad, A., Link, J., Salerno, J., Scheller, R., Nidich, S. Effect of meditation on psychological distress and brain functioning: A randomized controlled study. *Brain and Cognition*, Volume 125, August 2018, Pages 100-105.





Travis, F., Valosek, L., Konrad, A., Link, J., Salerno, J., Scheller, R., Nidich, S. Effect of meditation on psychological distress and brain functioning: A randomized controlled study. *Brain and Cognition*, Volume 125, August 2018, Pages 100-105.

## PROGRAM DESIGN Phase I Integrative Wellness 10 Class Series

## 10 Weekly Workshops (zoom or in-person)

Class 1: Overview session

Class 2-9: Sessions on each of 10 dimensions

of wellness

Class 10: Review of Progress & Vision of

**Future** 

### Cohorts of 10 to 20

Emphasis on interactive, experiential learning

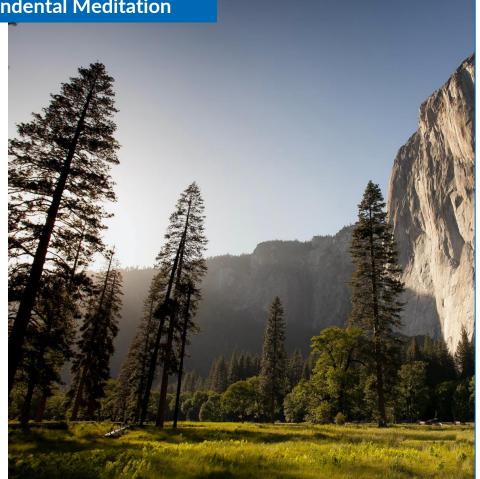
**Quarter Unit Credits** are available through Stanford Continuing Studies

## Workshop Includes

- 1. Health Behavior Inventory
- 2. Guided breath based meditation and other stress reduction practices
- 3. Check in re: progress towards personal goals since last session
- 4. The "Why": Summary of recent research, quotes, and inspiring stories about a new dimension of wellness
- 5. The "How": Practical advice, strategies, techniques and connection to resources and organizations in the community
- 6. The "When": Peer coaching and goal setting

OPTIONAL - Phase II Integrative Wellness featuring Transcendental Meditation

- Includes 10 sessions of training, one day in-person retreat, lifetime follow up
- Offered to top 20% of participants in Integrative Wellness program based on engagement & interest
- \$900 per person cost paid half by employer and half through grant from Sequoia Healthcare District



## INTEGRATIVE WELLNESS PROGRAM FACILITATORS



Laurent Valosek - Executive Director of CWAE and CEO of Peak Leadership Institute. 35 years of experience as an entrepreneur, educator, and researcher, with 18 years experience designing and implementing wellness programs.

Noah Schechtman - Program Director for CWAE and certified meditation instructor. 17 years experience designing and providing wellness programs for educators.



Krystle Liggins - Certified Wellcoach and meditation instructor. 8 years experience providing wellness programs for educators.



Laura Osborne - Certified meditation instructor. 10 years experience designing and providing wellness programs for educators.



Matthew August - Certified instructor of meditation and kung fu, passionate about fitness and nutrition. 12 years experience providing wellness programs for educators.

## **ADVISORS**

The formulation of our program design is guided by advice and input from the following advisors:



Margaret Peterson, EdD, Executive Director, California World Language Project at the Stanford Graduate School of Education, former Assistant Principal at Lowell High School in San Francisco. 10 years experience designing and managing wellness programs for educators.



<u>Cesar Molina, M.D.</u> Medical Advisor for CWAE, has dual fellowships in Cardiology and Clinical Pharmacology from Stanford University Medical Center with special interests in preventive cardiology, stress reduction, exercise and cholesterol metabolism, and behavioral medicine.



<u>Frank Staggers Jr., M.D.</u> Chairman of the Board of CWAE. Medical Director, Berkeley Addiction Treatment Services Center, Berkeley, California. Former Medical Director, Haight-Ashbury Free Clinic. Researcher on the impact of stress reduction on mental health and cardiovascular function.

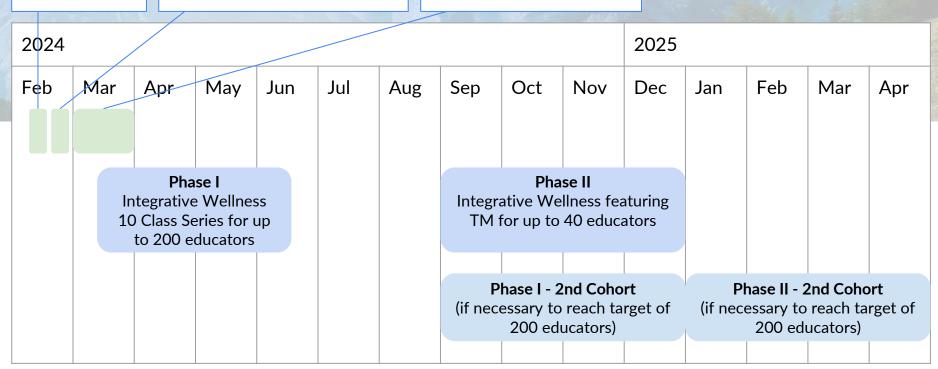
## **Published Research**

- 1. Academic Achievement and Transcendental Meditation: A Study with At-Risk Urban Middle School Students (2011, Education)
- 2. Practicing Transcendental Meditation in High Schools: Relationship to Well-being and Academic Achievement Among Students (2015, Contemporary School Psychology)
- 3. Effect of Meditation on Psychological Distress and Brain Functioning: A Randomized Controlled Study (2018, Brain and Cognition) largest randomized controlled trial on meditation and brain function using EEG (n = 79)
- 4. Effect of Meditation on Emotional Intelligence and Perceived Stress in the Workplace: A Randomized Controlled Study (2018, The Permanente Journal) first RCT investigating the impact of TM on emotional intelligence in adults
- 5. Effect of Meditation on Social-Emotional Learning in Middle School Students (2019, Education) first study investigating the impact of TM on social-emotional development in students
- Effect of Meditation on Social/Emotional Well-Being in a High-Performing High School (2020, Professional School Counseling) first RCT investigating the impact of TM on emotional well being on students in a high performing high school. Utilized active
  control group.
- 7. Effect of Meditation on Psychological Stress and Academic Achievement in High School Students: A Randomized Controlled Study (2021, Education) first RCT on TM and standardized academic tests. Utilized active control group.
- 8. Meditation Effective in Improving Teacher Burnout and Associated Resilience: A Randomized Controlled Study (2021, Frontiers in Education)
- 9. Quiet Time Program Report / White Paper (2015,in collaboration with SFUSD) report on TM Quiet Time program

## **Timeline**

Feb 13 - Enroll district wellness coordinators to help with recruitment Focus group with 15-20 educators from 8 districts to identify the schedule, location, and other details to maximize participation

Intensive outreach to all schools within the Sequoia Healthcare District including Introductory Integrative Wellness Seminars



## Proposed Budget

Phase I Integrative Wellness 10 Class Series for up to 200 Participants at \$360 Each	Up to \$72,000
Phase II Integrative Wellness featuring TM for up to 40 Participants @ \$900/participant (Split 50/50 With Employer)	Up to \$18,000
Community Outreach and Program Recruitment & Partnering with Community Organizations: Introductory Integrative Wellness Seminar and Enrollment	Up to \$15,000
Survey Data Collection and Analysis	Up to \$15,000
General & Administrative	Up to \$18,000
TOTAL	Up to \$138,000

## Q&A



## Grant Application for An Emergency Preparedness Trailer for the Woodside / Portola Valley - CERT program



Jan 29, 2024

This grant request is from the EPIC Board of Directors (Emergency Preparedness in Communities) which is a 501C3 non-profit sponsored by the Woodside Fire Protection District. See Board Members attachment. It is funded by grants from the Woodside Fire Protection District, the town of Woodside, and the town of Portola Valley, and supplemented by private fundraising.

We have been advised by local emergency authorities that our communities could be required to act without the benefit of the Woodside Fire Protection District emergency responders for 10-14 days in the event of a major quake. The San Andreas fault runs directly through the center of Portola Valley and portions of Woodside. Many neighborhoods only have one road for evacuation, putting many residents at risk. It is likely that WFPD personnel will be overwhelmed by the needs of more densely populated areas such as Redwood City, Menlo Park, and the Fair Oaks Communities.

**EPIC, Inc.** is a non-profit corporation funded by the Towns and the Fire District, enabling WPV-CERT & WPV-Ready to operate and provide emergency resources and preparedness education to the residents of Portola Valley, Woodside, and several unincorporated areas within the Woodside Fire Protection District.

The **WPV-Ready** (<a href="http://wpv-ready.org">http://wpv-ready.org</a>) program is dedicated to ensuring that every district resident is connected to an organized community. These communities provide emergency preparedness information, education, and resources.

The WPV-CERT (<a href="http://www.wpv-cert.org">http://www.wpv-cert.org</a>) program educates volunteers about disaster preparedness for the hazards that may impact their area and <a href="trains">trains</a> them in basic disaster response skills, enabling them to assist their neighbors in the event of an emergency. Skills taught include fire safety, light search and rescue, team organization, and disaster medical operations. The training is part of the FEMA emergency response program. If activated by the WFPD the volunteers would be covered under the Disaster Service Worker program. The teams are trained to integrate with the appropriate town Emergency Operations Centers.

The towns of Portola Valley, Woodside, unincorporated Los Trancos Woods do not have trained staff to act at the community level if first responders are not available and in that way WPV-CERT becomes the action arm of the towns response to an emergency such as a large earthquake.

WPV-CERT conducts training and exercises & communication practice drills in collaboration with the fire district. Our CERT team also has built and maintained emergency radio

communications infrastructure.

We currently have two equipment trailers out of three that are needed. These trailers contain medical supplies, tents, generators, tools, car & building recovery gear, and supplies to build

and equip medical triage stations.

This grant application is for a third trailer and its contents, with the specifications and contents

mirroring the other two we already have.

The trailer itself is a CargoMate 716TA3 (16x8 foot) sold by ProPac USA (who also supplied our first trailer) The quoted cost of the trailer is \$25,379. The contents of the trailer based on the other two trailer projects will come to about \$20,000 according to Mark Dahlen, our WPV-

CERT lead who purchased those supplies.

The total grant amount requested for this third trailer therefore is \$45,379.

Attached are some images from one of our two current trailers for your reference, also some inventory images. We would like to equip our third trailer to be as similar as possible to the other two, reducing documentation and training needs and allowing flexible deployment amongst our

CERT teams and locations in case of disaster.

As part of the commitment to this project, EPIC will continue to fund the ongoing costs of

maintenance of the equipment, and replacement supplies.

Thank you for your consideration.

Sincerely,

Selena Brown

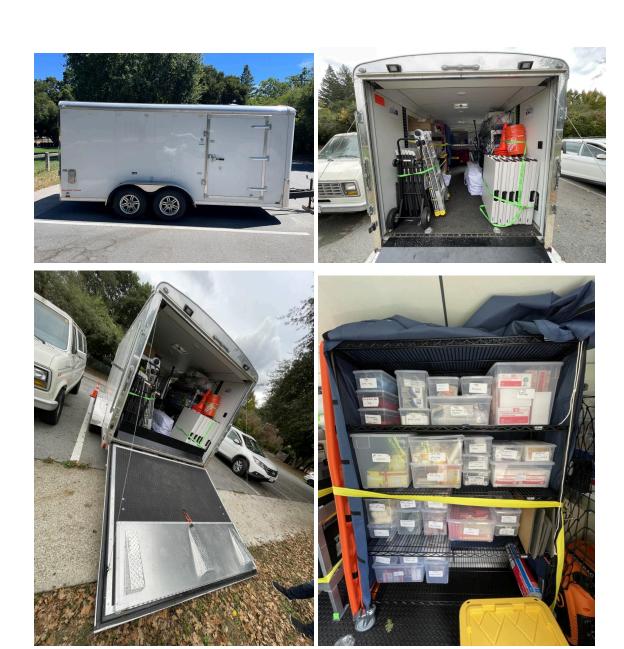
President

Emergency Preparedness in Communities, Inc.

808 Portola Road

Portola Valley, CA 94028

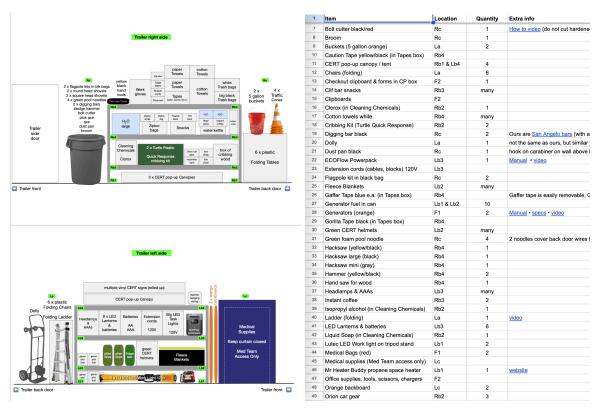
Attachment: photos



One of the two current WPV-CERT trailers



The trailer used during a training exercise



Trailer map and inventory

#### C.E.R.P.P. BUDGET

### Fiscal Year July 1, 2022 - June 30, 2023

Revenues:					
	Code	Category			2022-23
	R100	General			
	R100-01		Donation Town of Portola Valley		\$ 5,000.00
	R100-02		Donation Town of Woodside		\$ 5,000.00
	R100-03		Donation Woodside Fire District		\$ 5,000.00
	R100-04		Public Donations		\$ 1,000.00
	R100-05		Grants		\$ 10,000.00
	R100-06		WPV Store Profit		\$ 5,000.00
				Total Revenue:	\$ 31,000.00

Expenses:					
_	Code	Category			Amount
	100	Outreach & N	Marketing	\$	(10,000.00)
	100-01		Public Events - booths, appreciation events		
	100-02		Mailers		
	100-03		Ads/Banners/Signs		
	100-04		Promotional Products - Patches, magnets, stickers		
	000	F		Φ.	(05 000 00)
	200	Equipment		\$	(35,000.00)
	200-01		Storage/Trailer		
	200-02		Radios/Antennas/Repeaters		
	200-03		Supplies - Trailer contents		
	200-04		Repair/Maintenance		
	200-04		CERT IDs		
_			_		
	300	Membership		\$	(3,000.00)
	300-01		Dropbox		
	300-02		Web Hosting		
	300-03		App. FCC		
	300-04		Zoom		
	300-05		Insurance		
	300-06		Online Retail		
	400	<b>+</b>		•	(40,000,00)
	400	Training	Otrodout Complies - FOO Basharada	\$	(10,000.00)
	400-01 400-02		Student Supplies - FOG, Backpacks Refreshments		
	400-02		Exercises		
	400-03		Classroom Props		
	400-04		Classicotti Fiops		
l	500	DART		\$	(1,900.00)
_	500-01		Training		,
	500-02		New Equipment		
	500-03		Equipment Maintenance		
	600	Continuing E	ducation	\$	(5,000.00)
	600-01	Continuing L	Professional Education Classes, Materials, Tutors	Ψ	(3,000.00)
	600-01		Conferences		
	000 02		Comprehensi		
			Total Expenses:	\$	(64,900.00)
			35,301 plus revenues \$31,000 less		
expenses \$64,	900 = estim	ated balance = \$	\$1,400		

<sup>\*</sup>Note: The FY22-23 equipment budget for purchasing a trailer with equipment was \$35,000. The current estimate for FY23-24 is \$45,000.

<sup>\*\*</sup>The Town of Portola Valley's budget is expected to be negative \$1 million with the need to dip into their reserves, thus, they are unable to contribute to the trailer this year.

<sup>\*\*\*</sup>Revenues shown in the budget are anticipated but not guaranteed.

## EPiC Financial Report Bank Account Activity By Division January 17, 2024

\* ties with 10/18/23 report WF Bank and EPiC reconcile 
 Bank
 WFB check
 \$ 10,405.66

 Reconciliation
 WFB saving
 \$ 28,532.35

 less o/s ck
 \$ (90.00)

 plus o/s dep
 Recon w/ bank
 \$ 38,848.01

Wells Fargo Bank							Vista		s Trancos				
			10/40/00		General		<u>Verde</u>		Woods		Ladera		Total *
Revenue:		Beginning Ba	alance 10/18/23	\$	40,755.83	\$	5,086.38	\$	1,962.34	\$	2,378.90	\$	50,183.45
Nevenue.	10/18/23 thru 1/1	16/24	Sales	\$	3,104.00							\$ \$	3,104.00
	Nov-Dec 2023		Bank interest income	\$	6.90							\$	6.90 -
	Total Revenue			<u> </u>	3,110.90	\$		\$		\$		\$ 	3,110.90
Expenditur				Ψ	3,110.30	Ψ	-	Ψ	-	Ψ	-	\$ \$	-
	11/28/2023 1/3/2024	check 1393 check 1394	WFPD share expense Vista V & L Trancos	\$	(455.43)	\$	(21.49)	\$	(21.49)			\$ \$	(455.43) (42.98)
	1/10/24	check 1395	Vista V & L Trancos			\$	(45.33)	\$	(45.33)			\$	(90.66)
	Oct-Jan 10/24/2023 Oct-Jan Oct-Jan 10/23/2023 Oct-Jan	debit cards debit card debit cards auto pay debit card debit cards	Shopify/Shipbob Cricket Vent radio Food at training Bank service fees Ever Ready First Inventory Support expenses	\$ \$ \$ \$ \$ \$	(1,623.00) (1,430.00) (442.00) (140.00) (9,975.00) (247.27)							\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	(1,623.00) (1,430.00) (442.00) (140.00) (9,975.00) (247.27) - - -
7	Total Expenditure	es:		\$	(14,312.70)	\$	(66.82)	\$	(66.82)	\$	-	\$ (	(14,446.34)
Ending Bala	nce: 1/17/24			\$	29,554.03	\$	5,019.56	\$	1,895.52	\$	2,378.90	\$	38,848.01

JA Coleman

7b.3-2024 Jan Fin Statement Alloc by Div

1/30/2024



# Emergency Preparedness in Communities, Inc. (EPiC) Board of Directors Contact Information January 17, 2024

Name	Address	<b>Board/Officer Position</b>	
Selena Brown	808 Portola Road, PV 94028	Director, President (WFPD)	
Kevin Bryant	2955 Woodside Road, WS 94062	Director (WS Town Rep)	
Joe Coleman	Portola Valley	Director, Treasurer	
Tom Cuschieri	808 Portola Road, PV 94028	Director (WFPD Fire Chief)	
Mark Dahlen	Woodside	Director, Vice President	
Sharif Etman	765 Portola Road, PV 94028	Director (PV Town Rep)	
Marshall Hird	808 Portola Road, PV 94028	Director, Chair	
		(WFPD Deputy Fire Marshal)	
Lisha Mainz	Woodside	Director	
Kam McCowan	Portola Valley	Director	
Armando Muela	Emerald Hills	Director	
Rob Ostenberg	Woodside	Director	
Chris Paprcka	Portola Valley	Director	
Chris Raanes	Portola Valley	Director	
Ray Rothrock	Portola Valley	Director	
Emerson "Chip" Swan	Woodside	Director, Secretary	

<sup>\*</sup> indicates preferred contact method

Email Distribution List: EPiC-Board@WPV-Ready.groups.io

<sup>&</sup>quot;thru" indicates the last fiscal year of service. For instance, 2024 means the seat actually expires at the end of June, 2025.

<sup>&</sup>quot;n/a" indicates an appointed position without fixed end year.

#### LEASE AND CONSTRUCTION AGREEMENT

This Lease and Construction Agreement (this "Lease"), dated March 1, 2024 for purposes of reference only, is made and entered into by and between Sequoia Healthcare District ("Landlord" or "District") and South County Community Health Center, Inc. dba: Ravenswood Family Health Network, a California nonprofit public benefit corporation ("Tenant").

#### 1. Premises.

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property and improvements commonly known as 525 Veterans Blvd., Redwood City, San Mateo, California (the "Premises"). The legal description of the Premises is attached as Exhibit A. The Premises includes all parking areas, outbuildings, landscaping, signage, easements, and other rights of use.

### 2. Term.

- 2.1 The term of this Lease ("**Term**") shall begin on the date that possession of the Premises is delivered to Tenant (the "Possession Date") and shall continue for the date that is ten (10) years after the Commencement Date. "Commencement Date" is the earlier of (a) date on which the construction of improvements described in the Work Letter (Exhibit B) is substantially complete and Tenant has received all approvals necessary to operate a dental clinic at the Premises or (b) 360 days after Tenant has received all planning approvals and permits necessary for the construction of the improvements described in the Work Letter. Landlord and Tenant shall execute an amendment to the Lease confirming the Commencement Date.
- 2.2 The Possession Date shall not be later than 15 days after Tenant receives the building permit for the construction of the dental clinic, as set forth in the Work Letter, Exhibit B.
- 2.3 "Term" shall include the initial term set forth in Paragraph 2.1 and, if exercised, each additional Option Term.
- 3. <u>Possession</u>. Tenant shall have the exclusive use of the Premises during the Term, subject to Landlord's right to inspect and to perform Landlord's maintenance obligations. The Premises shall be delivered free of all personal property of Landlord.

### 4. Rent.

- 4.1 Tenant shall be entitled to possession of the Premises rent-free during the period between the Possession Date and the Commencement Date.
- 4.2 Tenant agrees to pay to Landlord Basic Monthly Rent in the amount of \$12,500.00, beginning on the Commencement Date. If the Commencement Date is not

the first day of a month, Tenant shall pay a prorated amount for the remainder of that month. Basic Monthly Rent shall increase by three (3%) annually.

- 4.4 Tenant shall pay any sums due, other than Basic Monthly Rent, required by this Lease, as Additional Rent. Additional Rent shall be due thirty (30) days after invoicing by Landlord.
- 4.5 On the fifth anniversary of the Commencement Date, Landlord and Tenant shall meet-and-confer on an equitable adjustment to the Annual Basic Rent. If the parties are unable to agree on the adjustment, if any, to the Monthly Basic Rent, the issue will be determined in accordance with Paragraph 34.

### 5. <u>Security Deposit.</u>

5.1 Upon execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of \$25,000 to be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Term hereof. If at any time during the Term of this Lease any item constituting rent as provided herein, shall be overdue or in the event of the failure of Tenant to keep and perform any term, covenant or condition of this Lease to be kept or performed by Tenant, then Landlord may, at the sole option of Landlord, but without any requirement to do so, appropriate and apply any portion of the deposit provided pursuant to this Paragraph 5 to payment of such overdue rent or other sum. In the event that all or any portion of the deposit is appropriated and applied by Landlord to overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon written demand of Landlord, promptly remit to Landlord a sufficient amount in cash to restore such deposit to the original sum provided in this Paragraph. Upon expiration of the Term, or earlier termination of this Lease, Landlord shall pay to Tenant any portion of the deposit provided for herein, which has not been appropriated or applied by Landlord in accordance with the provisions of this Paragraph. No interest shall be paid on the deposit provided for in this Paragraph by Landlord to Tenant, and Landlord shall not be obligated to maintain the deposit provided herein separate or apart from any other funds of Landlord. Tenant waives the provisions of California Civil Code Section 1950.7 and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damages caused by Tenant, or to clean the Premises.

### 6. Use.

6.1 Tenant shall use the Premises for the operation of a dental clinic, with approximately 11 operatories (at least two of which shall be ADA wheelchair compliant. The dental clinic shall be operated as a federally-qualified health center ("FQHC"). No other or additional uses shall be permitted except with the written approval of Landlord, which approval may be withheld in Landlord's sole discretion.

- 6.2 Tenant will charge patients for services in accordance with Tenant's schedule of fees and its sliding fee discount program, which provides partial discounts for individuals and families with annual incomes above 100% and at or below 200% of the Federal Poverty Guidelines ("FPG"), no more than a nominal fee for individuals and families with annual incomes at or below 100% FPG, and no discounts for individuals and families earning annual incomes greater than 200% FPG, unless supported via nongrant funds. Tenant shall retain all payments collected. Tenant shall also have authority to charge third party payors for the services it renders and shall retain all payments so collected.
- 6.3 The objective of the dental clinic shall be to provide services to residents of the District, with a goal of 80% of patients to be District residents. Tenant shall use best efforts to make services available to District residents, including advertising, referrals from other Tenant locations, and other means. Landlord and Tenant recognize that Tenant, as a FQHC, must operate the dental clinic in a manner that: (a) provides access to all individuals and (b) ensures that no patients are denied services due to their inability to pay.
- 6.4 Tenant's use may involve certain Hazardous Materials in the provision of services at the dental clinic. Tenant shall indemnify and hold harmless Landlord, its directors, officers, employees, agents, successors and assigns (collectively "Landlord") from and against any and all claims arising from Tenant's use of Hazardous Materials at the Premises. The indemnity shall include all costs, fines, penalties, judgments, losses, attorney's fees, expenses and liabilities incurred by Landlord for any such claim or any action or proceeding brought thereon including, without limitation, (a) all foreseeable consequential damages including without limitation loss of rental income and diminution in property value; and (b) the costs of any cleanup, detoxification or other ameliorative work of any kind or nature required by any governmental agency having jurisdiction thereof, including without limitation all costs of monitoring and all fees and expenses of consultants and experts retained by Landlord. This indemnity shall survive the expiration or termination of this Lease. In any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord if Landlord does not elect to retain separate counsel, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.
- (ii) As used herein, the term "Hazardous Materials" shall mean medical waste, sharps, oxygen, nitrous and any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the city in which the Premises are located, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, the California Water Resources Control Board, the Regional Water Quality Control Board, San Francisco Bay Region, the California Air Resources Board, CAL/OSHA Standards Board, Division of Occupational Safety and Health, the California Department of Food and Agriculture, the California Department of Health Services, and any federal agencies that have overlapping jurisdiction with such California agencies, or any other governmental agency now or hereafter authorized to regulate materials and

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substances in the environment. "Hazardous Materials" shall not include any substances present at, on, or under the Premises prior to the Possession Date.

6.5 Tenant shall comply with all governmental laws, rules, orders, and regulations concerning Tenant's use and the Premises, including, without limitation, the Americans with Disabilities Act, zoning regulations, building codes, and medical waste disposal requirements.

#### 7. Condition of Premises.

- 7.1 Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty of any kind whatsoever with respect to the Premises or the Building or with respect to the suitability of either for the conduct of Tenant's business. Tenant acknowledges and agrees that Tenant is relying solely upon Tenant's own inspection of the Premises, and Tenant is not relying on any representation or warranty from the Landlord regarding the Premises or the Building, except as specifically set forth in this Lease. Landlord shall have no obligation to perform or conduct any repairs or improvements to the Premises. Tenant accepts the condition of the Premises "as is."
- 7.2 As of the date of this Lease, the Premises and Building have not been inspected by a Certified Access Specialist ("CASp"). A CASp can inspect the Building and Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection, the commercial property owner or lessor may not prohibit a lessee or tenant from obtaining a CASp of the Premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs or alterations necessary to correct any violations of construction-related accessibility standards within the Premises.
- 8. <u>Construction of the Dental Clinic</u>. Tenant shall construct a dental clinic at the Premises in compliance with all federal, state, and local requirements for the operation of the clinic as an FQHC (the "Tenant Improvements"). Construction shall be in accordance with the Work Letter, Exhibit B, incorporated herein by reference. Tenant shall apply for planning approvals, building permits, and such other permits as are required to construct and operate the dental clinic at the Premises. In the event that Tenant, after reasonable and good faith efforts, is unable to obtain the permits and approvals necessary for the construction and operation of the dental clinic, Tenant may terminate this Lease.

#### 9. Further Alterations.

9.1 After the construction of the dental clinic in accordance with Paragraph 8, and with Landlord's prior written consent, which will not be unreasonably withheld, Tenant may, at any time and from time to time during the Term of this Lease, at its sole cost and expense, make non-structural alterations, additions, installations,

substitutions, and improvements (hereinafter collectively called "Changes" and individually, a "Change") in and to the Premises.

- 9.2 Before proceeding with any Change (exclusive only of changes to items constituting Tenant's personal property), Tenant shall submit to Landlord plans and specifications for the work to be done, which shall in all cases require Landlord's prior written approval. Any Change for which approval has been received shall be performed strictly in accordance with the approved plans and specifications, and no amendments or additions to such plans and specifications shall be made without the prior written consent of Landlord.
- 9.3 Tenant's contractors shall obtain on behalf of Tenant and at Tenant's sole cost and expense, all necessary governmental permits and certificates for the commencement and prosecution of Tenant's Changes and for final approval thereof upon completion. In the event Tenant shall request any changes in the work to be performed after the submission of the plans referred to in this Paragraph 9, such additional changes shall be subject to the same approvals and notices as the changes initially submitted by Tenant.
- 9.4 All Changes and the performance thereof shall at all times comply with all laws, rules, orders, ordinances, regulations of all governmental authorities and in compliance therewith and in good and first class workmanlike manner, using materials and equipment at least equal in quality and class to the installations of the Building. Notwithstanding any provision of this Lease to the contrary, in no event shall Landlord be required to undertake any alteration or any improvements of any kind whatsoever in connection with the Premises or the Building as a result of or in connection with any Changes being made by Tenant and specifically, but without limitation, Landlord shall not be required to make any improvements or alteration of any kind whatsoever in order to comply with any applicable laws, orders, ordinances, regulations or building codes which may be required in connection with Changes being made by Tenant.
- 9.5 Tenant further covenants and agrees that any mechanic's lien filed against the Premises or against the Building for work claimed to have been done for, or materials claimed to have been furnished to Tenant, will be discharged by Tenant, by bond or otherwise, within twenty (20) days after the filing thereof, at the cost and expense of Tenant.

#### 10. Maintenance and Repair.

- 10.1 Except as provided in Section 10.2(a), Landlord shall, at its sole cost and expense, maintain, repair, and keep in good working order the foundation, roof, and exterior walls (excluding windows and doors) of the building located on the Premises (the "Building").
- 10.2. (a) During the construction of the Tenant Improvements, Tenant shall be responsible for the repair and maintenance of the roof, exterior walls, and foundation of the Building. Any damage to the roof, exterior walls, or foundation of the Building

caused by the construction of the Tenant Improvements shall be repaired by Tenant, regardless of when such damage manifests. Tenant shall not be responsible for the repair of conditions of the roof, exterior walls, or foundation that existed prior to commencement of construction unless such conditions were intended to be addressed by the plans for the Tenant Improvements.

(b) Except for the maintenance and repair obligations of Landlord under Paragraph 10.1, Tenant shall at all times keep and maintain, at its cost and expense, the Premises and the Building constructed on the Premises, including the exterior entrances, all glass and windows, all floors, and all partitions, doors, fixtures, equipment and appurtenances thereof, including lighting, electrical equipment, plumbing fixtures and equipment, heating, ventilating and air conditioning equipment, in good order and repair, reasonable wear and tear excepted, and in a clean and sanitary condition, and shall make all necessary repairs, including all necessary replacements, alterations and additions, using material and equipment of similar or superior kind and quality to the original improvements. Tenant shall maintain all parking areas, landscaping, and signage located on the Premises. Tenant shall enter into a contract with a duly licensed service company for the maintenance of the heating, ventilating and air conditioning system.

If Tenant fails to maintain the Premises as required hereunder, then thirty (30) days after written request (or such longer period as is necessary if the repair cannot reasonably be completed within the thirty (30) day period and Tenant promptly commences and diligently pursues the completion of such repair (or such shorter period as shall be appropriate in case of emergency or otherwise as necessary to prevent further damage), Landlord shall have the right to enter the Premises and to make such repairs at Tenant's expense, and upon completion thereof Tenant shall pay as Additional Rent Landlord's reasonable costs for making such repairs upon presentation of an invoice therefor.

- 11. <u>Surrender of Premises</u>. At the conclusion of the Term, or, if exercised, any Option Term, or any earlier termination of Tenant's right to possession, Tenant shall surrender the Premises either (a) in shell condition, with dental and medical equipment and personal property removed but with kitchens, restrooms, and similar improvements remaining or (b) in broom-clean condition, with all affixed operatory equipment (including dental chairs, X-ray and specialized equipment, cabinetry, sinks, etc.) remaining and with Tenant's personal property removed. Landlord shall select the condition of surrender and shall give Tenant written notice of the election not less than 180 days before the expiration of the Term.
- 12. <u>Utilities</u>. Tenant shall arrange and pay for all utilities and services at the premises, including electrical, gas, water, garbage disposal, telephone, and internet service, during the Term.
- 13. <u>Entry by Landlord</u>. Subject to Landlord's agreement to use reasonable efforts to minimize any disturbance of Tenant's use of the Premises by exercise of the following rights, Landlord reserves and shall at any and all reasonable times and upon reasonable notice (not less than 24 hours, except in the case of emergency) have the right to enter the

Premises to inspect the same to ensure compliance with the provisions of this Lease and to perform Landlord's maintenance and repair obligations. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises excluding Tenant's vaults and safes.

- Indemnification. To the fullest extent permitted by law, Tenant hereby agrees to defend, indemnify, protect, and hold Landlord and Landlord's officers, directors, employees, and agents harmless against and from any and all loss, cost, damage or liability arising in whole or in part from Tenant's use of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant, its agents, contractors, employees or invitees in or about the Premises or elsewhere, and hereby agrees to further indemnify and hold harmless Landlord against and from any and all loss, cost, damage or liability arising in whole or in part from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act, neglect, fault or omission of Tenant, or of its agents, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred for such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord hereby agrees to defend the same at Tenant's expense by counsel approved in writing by Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause whatsoever except that which is caused by Landlord's gross negligence or intentional misconduct, and Tenant hereby waives all its claims in respect thereof against Landlord.
- 15. <u>Damage to Tenant's Property</u>. Landlord and its agents shall not be liable for any loss of or damage to any property, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surface or from any other place or resulting from dampness or any other patent or latent cause whatsoever. Further, neither Landlord nor any director, officer, agent, or employee of Landlord shall be liable consequential damages, including lost profits, of Tenant or any person claiming through or under Tenant.

#### 16. Insurance.

- 16.1 During the Term hereof, Tenant, at its sole expense, shall obtain and keep in force the following insurance:
- (a) Commercial general liability insurance naming the Landlord as an additional insured against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million

Dollars (\$1,000,000) per occurrence with a Five Million Dollar (\$5,000,000) aggregate limit. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this Lease. Landlord and its directors, officers, and employees shall be additional insured under the commercial general liability insurance.

- (b) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the causes of loss special form (all risk). Such insurance shall be written on a replacement cost basis in an amount equal to the full replacement value of the aggregate of the foregoing less any applicable deductible.
- (c) Workers' compensation insurance in accordance with statutory law.
- (d) Automobile liability with a minimum limit of One Million Dollars (\$1 million).
- (e) Professional liability (malpractice) coverage with a minimum limit of One Million Dollars (\$1,000,000).

The coverages and limits shall be reviewed every three (3) years while the Lease is in force and adjusted to keep pace with industry standards as needed.

- 16.2. The policies required to be maintained by Tenant shall be with companies rated AVIII or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed to do business in the state of California. Any deductible amounts under any insurance policies required hereunder shall not exceed \$10,000. Certificates of insurance evidencing the required coverages and naming Landlord and its directors, officers, and employees as additional insureds shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Premises and to Landlord as required by this Lease. Each policy of insurance shall provide that Landlord and Landlord's managing agent (and any mortgagee) are additional insureds and shall provide notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage.
- 16.3 During the Term hereof, Landlord shall insure the Building (excluding any property which Tenant is obligated to insure under Paragraph 16.1) against damage with Special Form insurance and public liability insurance, all in such amounts and with such deductibles as Landlord considers appropriate. Landlord may, but shall not be obligated to, obtain and carry any other form or forms of insurance as it or Landlord's mortgagees may determine advisable. Landlord may, but shall not be required

to, maintain earthquake coverage. Notwithstanding any contribution by Tenant to the cost of insurance premiums as provided herein, Tenant acknowledges that it has no right to receive any proceeds from any insurance policies carried by Landlord. Tenant shall reimburse Landlord for the reasonable cost of such policies as Additional Rent.

16.4 In the event Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the necessary insurance and pay the premium. Tenant shall repay to Landlord, as Additional Rent, the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expense (including attorneys' fees) and damages which Landlord may sustain by reason of the failure to Tenant to obtain and maintain such insurance.

#### 17. <u>Damage or Destruction</u>.

17.1 In the event that the Premises is damaged by fire or other casualty which is covered under insurance pursuant to the provisions of the foregoing section, Landlord shall restore such damage provided that: (i) the destruction of the Premises does not exceed fifty percent (50%) of the then replacement value of the Premises; (ii) the insurance proceeds, plus the amount of any deductible are sufficient to pay one hundred percent (100%) of the cost of restoration; and (iii) in the reasonable judgment of Landlord, the restoration can be completed within one hundred eight (180) days after the date of the damage or casualty under the laws and regulations of the state, federal, county and municipal authorities having jurisdiction. Landlord shall notify Tenant whether or not the Premises will be restored under this section within thirty (30) days of the occurrence of the casualty. If such conditions apply so as to require Landlord to restore such damage pursuant to this section, this Lease shall continue in full force and effect, unless otherwise agreed to in writing by Landlord and Tenant. Tenant shall be entitled to a proportionate reduction of Monthly Basic Rent at all times during which Tenant's use of the Premises is interrupted, such proportionate reduction to be based on the extent to which the damage and restoration efforts actually interfere with Tenant's business in the Premises. Tenant's right to a reduction of Rent hereunder shall be Tenant's sole and exclusive remedy in connection with any such damage.

17.2 In the event that the Premises is damaged by a casualty against which Landlord is not required to maintain insurance pursuant to Paragraph 19, and Landlord is not required to restore such damage in accordance with the provisions of the immediately preceding section, Landlord shall have the option to either (i) repair or restore such damage, with the Lease continuing in full force and effect, but Monthly Basic Rent to be proportionately abated as provided above; or (ii) give notice to Tenant at any time within thirty (30) days after the occurrence of such damage terminating this Lease as of a date to be specified in such notice which date shall not be less than thirty (30) nor more than sixty (60) days after the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by any proportionate reduction in Monthly Basic Rent as provided for above, shall be paid to the date of such termination.

17.3 Notwithstanding the foregoing, either Landlord or Tenant may terminate this Lease if the Premises is damaged by fire or other casualty (and Landlord's reasonably estimated cost of restoration of the Premises exceeds fifty percent (50%) of the then replacement value of the Premises) or such damage or casualty occurs during the last twelve (12) months of the Term of this Lease (or the Term of any renewal option, if applicable) by giving the other notice thereof at any time within thirty (30) days following the occurrence of such damage or casualty. Such notice shall specify the date of such termination, which date shall not be less than thirty (30) nor more than sixty (60) days following the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent shall be paid to the date of such termination.

17.4 In the event that the destruction to the Premises cannot be restored as required herein under applicable laws and regulations within one hundred eight (180) days of the damage or casualty, notwithstanding the availability of insurance proceeds, either party shall have the right to terminate this Lease by giving the other notice thereof within thirty (30) days of date of the occurrence of such casualty specifying the date of termination which shall not be less than thirty (30) days nor more than sixty (60) days following the date on which such notice of termination is given. In the event of the giving of such notice of termination, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Rent, reduced by any proportionate reduction in Monthly Basic Rent as provided for above, shall be paid to the date of such termination.

17.5 To the extent conflicting with the provisions of this Section 20, Tenant hereby waives California Civil Code Sections 1932(2) and 1933(4), providing for termination of hiring upon destruction of the thing hired and Sections 1941 and 1942, providing for repairs to and of premises.

#### 18. Eminent Domain.

18.1 In case the whole of the Premises, or such part thereof as shall substantially interfere with Tenant's use and occupancy thereof, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking (provided that Tenant may present a separate claim for Tenant's relocation costs and lost personal property, so long as such claim does not diminish any award otherwise available to Landlord), and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the conduct of Tenant's business, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If this Lease is not so terminated, Landlord shall promptly proceed to restore the Premises to substantially their same condition prior to

such partial taking, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during which, and to the part of the Premises of which, Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Paragraph shall be deemed to give Landlord any interest in any award separately made to Tenant for the taking of personal property and trade fixtures belonging to Tenant or for moving costs incurred by Tenant in relocating Tenant's business.

- 18.2 In the event of taking of the Premises or any part thereof for temporary use, (i) this Lease shall be and remain unaffected thereby and rent shall not abate, and (ii) Tenant shall be entitled to receive for itself such portion or portions of any award made for such use with respect to the period of the taking which is within the Term, provided that if such taking shall remain in force at the expiration or earlier termination of this Lease, Tenant shall then pay to Landlord a sum equal to the reasonable cost of performing Tenant's obligations under Paragraph 11 with respect to surrender of the Premises and upon such payment shall be excused from such obligations. For purpose of this Paragraph 18.2, a temporary taking shall be defined as a taking for a period of 270 days or less.
- 18.3 Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1265.130 and any other applicable existing or future law, ordinance or governmental regulation providing for, or allowing either party to petition the courts of the state of California for, a termination of this Lease upon a partial taking of the Premises and/or the Building.

#### 19. Defaults and Remedies.

- 19.1 The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:
  - (a) The abandonment of the Premises by Tenant.
- (b) Failure to operate the dental clinic for a period of twenty-one (21) consecutive days following the Commencement Date, except as provided in Paragraph 17 above.
- (c) Failure of the dental clinic to attain the goals and objectives for service to District residents after notice to Tenant and an opportunity to cure.
- (d) The failure by Tenant to make any payment of Monthly Basic Rent, Additional Rent or any other payment required to be made by Tenant hereunder as and when due, where such failure continues for a period of five (5) business days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure 1161.
- (e) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Paragraph 22.1(a) or 22.1(b) above, where such failure shall continue for a

period of twenty (20) days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure 1161.

- (f) (1) The making by Tenant of any general assignment for the benefit of creditors; (2) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days); (3) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (4) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease where such seizure is not discharged within thirty (30) days.
- 19.2 In the event of any such default by Tenant, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder. Upon such termination of Tenant's right to possession of the Premises, this Lease shall terminate and Landlord shall be entitled to recover damages from Tenant as provided in California Civil Code Section 1951.2 or any other applicable existing or future law, ordinance or regulation providing for recovery of damages for such breach, including but not limited to the following:
- (a) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus
- (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus
- (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

As used in this Paragraph 19, the "worth at the time of award" is computed by allowing interest at the maximum rate permitted by law per annum or ten percent (10%), whichever is greater. The worth at the time of awards is computed by discounting to present value at the time of the award such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

19.3 During the continuance of a default, Landlord may enter the Premises without terminating this Lease and remove all Tenant's personal property, any Changes and trade fixtures from the Premises and store them at Tenant's risk and

expense. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any rent then due, then after the property has been stored for a period of thirty (30) days or more Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for and the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith; and the balance shall be applied to any past due amount owing hereunder.

Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and storing Tenant's personal property pursuant to this Paragraph 22, and Tenant shall hold Landlord harmless from and against any loss, cost or damage resulting from any such act. No reentry by Landlord shall constitute or be construed as a forcible entry by Landlord.

- 19.5 All rights, options' and remedies of Landlord contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease. No waiver of any default of Tenant hereunder shall be implied from any acceptance by Landlord of any rent or other payments due hereunder or any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver. The consent or approval or Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.
- 20. <u>Assignment and Subletting</u>. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises, without first obtaining Landlord's prior written consent, which may be withheld in Landlord's sole discretion, except as provided in this Paragraph. Notwithstanding the foregoing, Tenant, with written notice to Landlord, may assign this Lease to a subsidiary or related company that is controlled or managed by Tenant without the necessity of Landlord's consent. Such assignee shall assume the obligations of Tenant under this Lease, and Tenant shall remain primarily liable for the performance of the Tenant's duties under this Lease.

Any other assignment, encumbrance or sublease without Landlord's prior written consent shall be voidable, at Landlord's election, and shall constitute a default. For purposes hereof, the following events shall constitute a voluntary assignment and shall be subject to the provisions of this Paragraph: any transfer on a cumulative basis of fifty percent (50%) or more of Tenant's ownership interests, or of voting or management control of Tenant. No later than sixty (60) days prior to the effective date of the proposed

assignment or sublease, Tenant shall notify Landlord in writing of Tenant's intent to assign, encumber, or sublease, the name of the proposed assignee or sublessee, information concerning the financial responsibility of the proposed assignee or sublessee and the terms of the proposed assignment or subletting, and Landlord shall, within thirty (30) days of receipt of such written notice as well as any additional information reasonably requested by Landlord concerning the proposed assignee's or sublessee's financial condition and responsibility, elect one of the following:

- (i) Consent to such proposed assignment, encumbrance or sublease;
- (ii) Refuse such consent, in which case Tenant shall continue to perform all of Tenant's obligations under this Lease.
- 21. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent required under this Lease and paying all other charges and performing all of the covenants and provisions aforesaid on Tenant's part to be observed and performed under this Lease and subject to the terms and conditions of this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises in accordance with this Lease.
- 22. Estoppel Certificate. Within ten (10) business days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement, in a form acceptable to Landlord, certifying; (i) the Commencement Date of this Lease; (ii) the fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (iii) the date to which the rental and other sums payable under this Lease have been paid; (iv) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in such statement; and (v) such other matters reasonably requested by the requesting party. Landlord and Tenant intend that any statement delivered pursuant to this Paragraph 26 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Building or any interest therein.
- 23. <u>Conflict of Laws</u>. This Lease shall be governed by and construed pursuant to the laws of the State of California.
- 24. <u>Successors and Assigns</u>. Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and assigns.
- 25. <u>Professional Fees</u>. In the event that Landlord or Tenant should bring suit for the possession of the Premises, for the recovery of any sum due under this Lease, or because of the breach of any provisions of this Lease, or for any other relief against Tenant or Landlord hereunder, or should either party bring suit against the other with respect to matters arising from or growing out of this Lease, then all costs and expenses, including

without limitation, its reasonable professional fees such as appraisers', accountants' and attorneys' fees, incurred by the prevailing party therein shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment.

- 26. <u>Definition of Landlord</u>. In the event of any transfer, assignment or other conveyance or transfer of any such title or interest, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer, assignment or conveyance of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.
- 27. <u>Time</u>. Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.
- 28. Prior Agreement; Amendments. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not incorporated herein.
- 29. <u>Severability</u>. Any provision of this Lease which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.
- 30. <u>Limitation on Liability</u>. The obligations of Landlord under this Lease do not constitute personal obligations of the individual directors, officers or employees of Landlord, and Tenant shall not seek recourse against the individual directors, officers, employees, or agents of Landlord or any of their personal assets for satisfaction of any liability in respect to this Lease. In consideration of the benefits accruing hereunder, Tenant and all successors and assigns covenant and agree that in the event of any actual or alleged failure, breach or default hereunder by Landlord, the sole and exclusive remedy shall be against Landlord's interest in the Building and rents therefrom.
- 31. <u>Signs</u>. Tenant shall not place any sign outside the Premises without Landlord's prior written consent which consent may not be unreasonably withheld. All exterior signage shall acknowledge the support of Landlord for the dental clinic. All signs shall be in full compliance with all applicable ordinances, statutes and regulations imposed by all applicable governmental authorities.
- 32. <u>Notices</u>. All notices to be given under this Lease shall be in writing and delivered to the Chief Executive Officer or equivalent of Landlord or Tenant. Notices shall be

given via email with a hard copy sent via overnight delivery service. The notice will be effective on the date the notice is delivered by the overnight service.

- 33. Reporting. At least annually during the Term and any Option terms, Tenant shall make a written report to Landlord concerning the operations of the dental clinic during the prior year, including number of patients (differentiating between District residents and other patients) seen, services provided, operating revenues and expenses, capital expenses and equipment replacements, and such other information as landlord may reasonably require. Tenant shall make a presentation to Landlord's Board at a public meeting summarizing the written report. In addition to the annual report, Tenant shall provide quarterly reports to Landlord's staff during the first year of operation of the dental clinic and biannual reports during the second-fourth years of operation. All reports shall be in a form and provide such information as reasonably requested by Landlord.
- 34. Arbitration. It is the intention of the parties that Monthly Basic Rent be set per paragraph 4.5 at year five (5) from the Commencement Date and at the beginning of each five (5) year Option Term at an amount that (a) allows Tenant to successfully operate the dental clinic at the Premises for the benefit of District residents and others who are entitled to use its services, taking into account Tenant's actual operating expenses at the clinic, a reasonable overhead factor, reserves for the replacement of equipment, and reserves for operating expenses for not less than three (3) months and (b) reflects no more than fair market value to Landlord for the use of the Premises and the contributions of Landlord for the purchase of dental equipment, fixtures, and furnishings – not to exceed the purchase price of such equipment at its depreciated value [MHI]. The parties shall enter into good faith negotiations to adjust the Monthly Basic Rent. If the parties are unable to agree on the amount of Monthly Basic Rent when required to do so, the Monthly Basic Rent shall be determined by binding arbitration. Unless otherwise agreed, the arbitration shall be conducted by a real estate broker with at least ten (10) years of experience in commercial real estate leasing in San Mateo County. If the parties are unable to agree on the arbitrator, either party may petition the San Mateo County Superior Court to appoint the arbitrator. In no event shall the Monthly Basic Rent set in arbitration be less than the amount payable during the preceding six month period.
- 35. Options. Tenant shall have two (2) options to renew this Lease, each for a term of five (5) years (an "Option Term"). Tenant shall give written notice of the exercise of an option at least 180 days before the expiration of the then-current term. After the exercise of an option, Landlord and Tenant shall meet-and-confer about the Monthly Basic Rent for the Option Term. If Landlord and Tenant are unable to agree on the Monthly Basic Rent for the Option Term, the rent shall be determined by arbitration as set forth in Paragraph 34.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease the day and year first above written.

LANDLORD: TENANT:

Sequoia Healthcare District Ravenswood Family Health Network

By:	By:
Its:	Its:
Date:	Date:

# $\underline{\text{EXHIBIT A}}$ LEGAL DESCRIPTION OF THE PREMISES

## EXHIBIT B

#### WORK LETTER

#### EXHIBIT B

#### WORK LETTER

- 1. <u>Terms</u>. Capitalized terms in this Work Letter shall have the meaning denoted in the Lease and Construction Agreement (the "Lease").
- 2. <u>Acceptance of the Premises</u>. As of the Possession Date, Tenant accepts the condition of the Premises, "as is."
- 3. <u>Design and Permitting</u>. Tenant shall apply for and obtain all planning approvals, zoning approvals, building permits, and licenses necessary to construct a dental clinic at the Premises that conforms to the requirements for a Federally Qualified Health Center. The alterations of the Building to construct and equip the dental clinic are referred to generally as the "Tenant Improvements."
- (a) The design of the dental clinic shall be in substantial conformance with the preliminary plans prepared by INDE Architecture and presented to the District's Board of Directors at its regular meeting on December 6, 2023 (the "Plans").
- (b) Tenant's architect shall prepare detailed working drawings in conformance with the Plans for submission to Redwood City and any other agency with jurisdiction. Prior to submission, the working drawings shall be reviewed by a licensed architect retained by Landlord at Landlord's expense (the "District Architect"). The District Architect shall review the drawings and provide any comments within 21 days. Thereafter, any material changes in the working drawings, whether in response to comments from Redwood City or otherwise, must be approved by the District Architect. The final set of plans and drawings approved by Redwood City for the issuance of the building permit shall be the "Final Plans."
- (c) Change orders, value engineering proposals, and other modifications to the Final Plans shall be reviewed and approved by the District Architect. Change orders during construction shall be reviewed and approved within five (5) working days.
- (d) The District Architect shall be permitted to inspect the Premises during construction of the Tenant Improvements as he/she deems necessary. Tenant, Tenant's architect, and Tenant's contractor shall cooperate with the District's Architect and supply such information as he/she reasonably requests.
- 4. Selection of Contractor and Suppliers.
- (a) Within 15 days of obtaining the permits and approvals necessary for the construction of the Tenant Improvements, Tenant shall offer the project for bidding by qualified general contractors and, if applicable, specialty contractors or suppliers. Bids shall provide for the payment of prevailing wages for the labor utilized by the contractor.
- (b) Tenant shall accept the lowest responsive bid from a qualified bidder to perform the Tenant Improvements unless otherwise agreed to by Landlord.

- (c) Tenant shall obtain competitive bids for equipment, fixtures, and furnishings for the dental clinic unless an item is sole-sourced or is an item or service from an existing vendor of Tenant.
- (d) In the event that all bids received by Tenant exceed the amount of the Tenant Improvement Allowance in Section 5 below, Tenant may (a) terminate the Lease, (b) engage in value engineering, with the participation of and approval by the District Architect, or (c) proceed with the lowest responsive and qualified bid and assume responsibility for funding the difference.

#### 5. <u>Tenant Improvement Allowance</u>.

- (a) Landlord will reimburse Tenant an amount up to \$5,500,000.00 actually expended by Tenant for the design, permitting, and construction of the Tenant Improvements and the equipping of the dental clinic with necessary equipment, furnishings, furniture, and trade fixtures (the "Tenant Improvement Allowance"). The maximum Tenant Improvement Allowance shall be increased by a factor of four (4%) per annum, beginning as of December 6, 2023 and concluding when Substantial Completion is achieved per Subsection 5(d) below. The Tenant Improvement Allowance shall not be applied to any of Tenant's internal costs for supervision or administration.
  - (b) The Tenant Improvement Allowance shall be disbursed as follows:
- (i) on a monthly basis after the Effective Date until construction of the Tenant Improvements begins to reimburse Tenant for the actual costs of design, engineering, surveying, permitting, and other third party fees (the "soft cost disbursements"). The application for each soft cost disbursement shall be accompanied by the invoices from third parties and evidence of payment by Tenant;
- (ii) on a monthly basis after construction of the Tenant Improvements begins (the "construction disbursements"). The construction disbursement shall be based on the percentage of completion of the Tenant Improvements and any deposits or prepayments required for the purchase, delivery, and storage of materials and equipment. Tenant shall submit a detailed application for each monthly construction disbursement, approved by Tenant's architect, with supporting documentation including invoices from suppliers and subcontractors, wage reports, and lien releases from all subcontractors and suppliers who are entitled to \$10,000 or more from the disbursement. The payment application shall be reviewed by the District's Architect, who shall approve or object to it within five (5) working days of submission. If the District Architect approves some but not all of the payment application, the undisputed portion shall be paid. Landlord will make the disbursement within ten (10) working days of submission of the payment application.
- (c) Landlord shall be entitled to withhold up to five (5%) percent of each construction disbursement as a retention. The aggregate amount of the retentions shall be the "Final Retention." Landlord shall not withhold any portion of a soft cost disbursement for retention.

- (d) Within 60 days of the substantial completion of all Tenant Improvements, including final inspection and the issuance of a Certificate of Occupancy or equivalent from Redwood City, the delivery of as-built plans to Landlord, the delivery of unconditional final lien releases from all design professionals, subcontractors and suppliers, and approval by the District Architect, Landlord shall disburse the remaining Tenant Improvement Allowance, to the extent necessary to reimburse Tenant for the Tenant Improvements, and release the Final Retention.
- (e) Tenant shall pay the costs of constructing the Tenant Improvements in excess of the Tenant Improvement Allowance. In the event that the cost of the Tenant Improvements is less than the Tenant Improvement Allowance (including any amounts contributed by third parties for equipment or fixtures), Landlord shall retain the difference.
- (f) All Tenant Improvements, including equipment, furnishings, and fixtures, must be constructed and installed in strict conformance with the Final Plans and such modifications as are approved by the District Architect.
- 6. <u>Liens and Stop Notices</u>. Tenant shall remove or obtain a release bond for all mechanics liens, stop payment notices, and other claims made by subcontractors, laborers, and suppliers in connection with the construction of the Tenant Improvements. Such bonds shall be obtained within twenty (20) days of the filing or delivery of such claims.

#### 7. Bonds and Insurance.

- (a) Prior to the commencement of construction of the Tenant Improvements, Tenant shall obtain and provide to Landlord a completion bond and payment bond from a surety or sureties licensed in California, in a form reasonably acceptable to Landlord.
- (b) Prior to commencing construction of the Tenant Improvements, Tenant shall obtain a policy of builder's risk insurance from an insurer qualified in California, in a form and coverage amount reasonably acceptable to Landlord.
- 8. Landlord's Work. None.
- 9. <u>"As-Built" Plans</u>. Upon completion of the Tenant Improvements, Tenant shall provide a set of "as-built" plans which incorporate all changes to the Plans and working drawings. The asbuilt plans shall be delivered within 30 days of final inspection by Redwood City.
- 10. <u>Dispute Resolution</u>. In the event of a dispute regarding the interpretation or performance of the provisions of this Work Letter, the Chief Executive Officers of Landlord and Tenant shall meet in person and attempt to resolve the dispute. If the Chief Executive Officers are unable to resolve the dispute, it shall be submitted to binding arbitration through the Judicial Arbitration and Mediation Service (JAMS) utilizing the Engineering and Construction Expedited Arbitration Rules, unless otherwise agreed by Landlord and Tenant.
- 11. <u>Incorporation</u>. The provisions of this Work Letter shall be incorporated in and made a part of the Lease by reference.

#### **RESOLUTION 24-1**

# RESOLUTION AUTHORIZING LEASE OF 525 VETERANS BOULEVARD TO RAVENSWOOD FAMILY HEALTH NETWORK AND CONSTRUCTION OF A DENTAL CLINIC

WHEREAS, the Sequoia Healthcare District (the "District") owns the real property and improvements commonly known as 525 Veterans Boulevard, Redwood City, San Mateo County, California ("525 Veterans" or the "Property"); and,

WHEREAS, 525 Veterans is located in a zoning district that permits medical uses; and,

WHEREAS, 525 Veterans has sufficient parking on-site to satisfy municipal requirements for medical uses; and,

WHEREAS, lower income District residents are unable to obtain dental services on a reliable and timely basis, including waiting times of up to two years for some residents and services; and,

WHEREAS, 525 Veterans can be converted from its current use as the District's home office to a dental clinic;

WHEREAS, South County Community Health Center, Inc. dba: Ravenswood Family Health Network ("Ravenswood") is a California nonprofit corporation and operates a dental clinic and other medical facilities within San Mateo County and is qualified to operate a Federally Qualified Health Center ("FQHC"); and,

WHEREAS, Ravenswood has the expertise, experience, staff, and commitment to operate a dental clinic and provide affordable services for lower-income District residents and others; and,

WHEREAS, other public agencies and nonprofit corporations are willing to contribute funding for equipment at such a clinic; and,

WHEREAS, the clinic can provide opportunities and scholarships for training for dental assistants and dental hygienists to address staffing shortfalls within San Mateo County; and.

WHEREAS, the District currently provides funding to Ravenswood, the Health Plan of San Mateo, Sonrisas, and other agencies for dental services provided for District residents, which grants can be reduced or eliminated by the creation of a viable dental clinic within the District; and.

WHEREAS, investing the funding needed to redevelop, equip, and furnish the Property as a dental clinic and leasing the Property to Ravenswood is consistent with the District's mission and strategic plan and will provide a much-needed benefit to District residents; and.

WHEREAS, because rent payments to fully amortize the cost of converting the Property to a dental clinic and equipping the clinic would make the clinic financially infeasible for a tenant or operator, the unamortized portion of the improvement funds provided to Ravenswood represents a capital investment by the District necessary to meet a severe unmet need within the District; and.

WHEREAS, funding for the project is available from the District's reserves;

#### NOW, THEREFORE, BE IT HEREBY RESOLVED that:

- 1. The Board of Directors approves the lease of 525 Veterans to Ravenswood for a period of 10 years, with two options to extend the term for five additional years. The Chief Executive Officer is hereby authorized to execute the lease in substantially the form set forth in the lease attached to this resolution as Exhibit A. The dental clinic shall at all times be operated as an FQHC.
- 2. Funding of up to \$5,500,000 is authorized for the design and construction of the tenant improvements and acquisition of the equipment, furniture, and equipment by Ravenswood necessary to operate a dental clinic at 525 Veterans. The maximum amount of funding shall be increased by a factor of 4% per annum, beginning as of December 6, 2023, until construction of the tenant improvements is completed. Contracts for construction of the tenant improvements at 525 Veterans shall be obtained through a bidding process conducted by Ravenswood and shall require the payment of prevailing wages.
- 3. The Chief Executive Officer is authorized to retain a qualified architect to review the plans for the tenant improvements, to review disbursement requests for the tenant improvement allowance, and to review construction of the tenant improvements.
- 4. The Chief Executive Officer shall provide regular reports at public Board meetings regarding the progress made in obtaining permits, commencing construction, and opening the dental clinic.

PASSED AND ADOPTED by the Board of Directors of Sequoia Healthcare District this 7th day of February, 2024, by the following vote.

AYES: NOES: ABSENT:	
	Kim Griffin Secretary, Board of Directors
ATTEST:	
Clerk, Board of Directors	

#### Report on Performance Of District Investments By Signature Investment Advisors (SIA)

There are no documents for this agenda item at this time. Andrew Lin of Signature Investment Advisors will give a presentation and answer questions at the board meeting.

## REQUEST FOR HIGHER HEALTH INSURANCE BENEFIT

Heidi Stamper | Administrative Executive

January 30, 2024

On July 18, 2023, CalPERS announced that it would be increasing health premiums on its plans by 7-13% for calendar year 2024.

"The primary driver of the premium increase is rising costs due to high medical inflation. In the basic program, Kaiser Permanente and the PPO plans are experiencing the highest increases." – CalPERS newsletter dated 7/18/2023

Currently, the District provides an employee health plan benefit of up to 95% of the premium capped at \$2,300/month. The employee is responsible for reimbursing the District 5% of the premium up to \$2,300 and 100% of anything over \$2,300.

A majority of District employees are currently utilizing a CalPERS basic health insurance plan that has seen a 13% jump in cost. The 2024 increase amounts to an increase in employee cost of as much as \$320 monthly. Over the course of a year, that is an additional \$3,840 per employee.

<u>Summary</u>: The 2024 increased premium costs are a financial burden for District staff struggling with the high cost of living in the Bay Area. Staff would appreciate if the District would raise the cap for health insurance benefit from \$2,300 per month to \$2,600 per month.

<u>Recommendation</u>: To approve an increase to the Employee Health Insurance benefit cap to \$2,600 per month.



# CalPERS Announces Health Plan Premiums for 2024 Along With Expanded Cost-Saving Options for Members

July 18, 2023

Communications & Stakeholder Relations Contact: Deb Reyman, Information Officer (916) 795-3991 - newsroom@calpers.ca.gov

**SACRAMENTO, Calif.** – The CalPERS Board of Administration today approved health plan premiums for calendar year 2024, at an overall premium increase of 10.77%.

Basic (non-Medicare) plans will increase 10.95% overall. Members enrolled in CalPERS' Basic Health Maintenance Organization (HMO) plans will have an average premium increase of 10.50%. Preferred Provider Organization (PPO) Basic plans will have an overall increase of 12.17%. Medicare plan premiums will rise 9.55% overall.

"We recognize these premium increases are too high, but they will not deter our continued focus in providing access to high-quality, equitable care that improves health outcomes for our members," said Ramón Rubalcava, chair of the Pension & Health Benefits Committee. "The health care universe remains challenging with medical costs rising sharply; however, we have some plans bucking the trends, giving our members the choice to save money if they shop plans."

The primary driver of the premium increases is rising costs due to high medical inflation. In the Basic program, Kaiser Permanente and the PPO plans are experiencing the highest increases. Medicare plan premiums are going up because health plans expect to receive less revenue from the Centers for Medicare & Medicaid Services (CMS) in 2024.

"While the Kaiser premium increase impacts half of our Basic members, there are several other high-quality plan choices in our portfolio with lower monthly premiums," said Chief Health Director Don Moulds. "We're encouraging members to shop for more affordable health plans during this Open Enrollment season. In some areas of the state, members could save hundreds of dollars a month by changing plans."

CalPERS will be providing members with more options to choose from as the Board approved the following health plan expansions for 2024, including:

Blue Shield Access+ EPO plan expansion into Del Norte and San Benito counties.

- UnitedHealthcare Alliance HMO plan expansion into 12 counties for public agency and school members: Alameda, Contra Costa, Marin, Merced, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, and Stanislaus.
- UnitedHealthcare Harmony HMO plan expansion into Santa Clara and Santa Cruz counties.
- Western Health Advantage MyCare Select Medicare expansion into Humboldt County.

In addition, Health Net SmartCare will be removed from the CalPERS Health Program. The plan currently covers 8,600 members, who will need to choose a new plan during Open Enrollment held from September 18 to October 13, 2023.

The following tables represents the overall percentage premium change for each health plan between 2023 and 2024 using the state, single-party premium.

Basic Plans	% Premium Change
Anthem Blue Cross Select HMO	2.40
Anthem Blue Cross Traditional HMO	7.28
Blue Shield Access+ HMO and EPO	5.92
Blue Shield Trio HMO	6.51
Health Net Salud y Más HMO	3.97
Kaiser Permanente HMO	13.07
Kaiser Permanente HMO Out-of-State	13.59
PERS Gold PPO	12.17
PERS Platinum PPO	12.18
Sharp Performance Plus HMO	8.93
UnitedHealthcare Alliance HMO	4.90
UnitedHealthcare Harmony HMO	5.73
Western Health Advantage HMO	6.19
Total Basic Weighted Average Change	10.95

Medicare Plans	% Premium Change
Anthem Medicare Preferred	-1.88
Total Medicare Weighted Average Change	9.55

Medicare Plans	% Premium Change
Blue Shield Medicare	8.51
Kaiser Permanente Senior Advantage	14.67
Kaiser Permanente Senior Advantage Out-of-State	16.20
Kaiser Permanente Senior Advantage Summit	14.95
Kaiser Permanente Senior Advantage Summit Out-of-State (new plan for 2024)	N/A
PERS Gold Medicare Supplement PPO	3.54
PERS Platinum Medicare Supplement PPO	6.70
Sharp Direct Advantage	2.70
UnitedHealthcare Group	14.03
UnitedHealthcare Group Edge	2.32
Western Health Advantage MyCare Select	-18.87
Total Medicare Weighted Average Change	9.55

"We continue to experience rising costs in our Basic PPO plans that we know are unsustainable," added Moulds. "We have been working on numerous strategies to curb future cost increases that will be reflected in our upcoming PPO solicitation later this year."

Included in the Basic premiums is a continuation of CalPERS' risk adjustment strategy, approved by the Board in 2020. Starting in 2024, the Basic HMO and PPO plans will begin a three-year transition into a single risk pool. The change is expected to stabilize enrollment across the HMOs and PPOs by pricing the plans based on the value of their benefits and network instead of the mix of healthy or unhealthy members in a plan.

The 2024 Basic and Medicare premiums for the three association plans offered within the CalPERS Health Program will increase 9.73% and 5.98%, respectively. The association boards independently negotiate the plan premiums and benefit designs for their dues paying members.

CalPERS members can shop health plans and make a change during Open Enrollment. Beginning September 11, members can find Open Enrollment information on the CalPERS website and customized information in their myCalPERS accounts. Using the Search Health Plans tool in myCalPERS, members can compare plan monthly premiums and copays, and search for primary care doctors and specialists to see which plans they participate in.

Premiums will take effect January 1, 2024.

## **About CalPERS**

For more than eight decades, CalPERS has built retirement and health security for state, school, and public agency members who invest their lifework in public service. Our pension fund serves more than 2 million members in the CalPERS retirement system and administers benefits for more than 1.5 million members and their families in our health program, making us the largest defined-benefit public pension in the U.S. CalPERS' total fund market value currently stands at approximately \$466 billion. For more information, visit www.calpers.ca.gov.

Updated: July 18, 2023

#### SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Sixth Amendment to Employment Agreement (this "Amendment") is entered into by and between Sequoia Healthcare District (the "District") and Pamela Kurtzman as of February 7, 2024 and is based on the following:

- A. The District and Ms. Kurtzman previously entered into an employment letter agreement dated October 30, 2017 (the "Employment Agreement"). The terms and benefits of the Employment Agreement became effective on January 1, 2018, when Ms. Kurtzman assumed the position of Chief Executive Officer.
- B. The Employment Agreement was modified by a First Amendment to Employment Agreement dated as of April 3, 2019, a Second Amendment dated as of April 1, 2020, a Third Amendment dated as of April 7, 2021, a Fourth Amendment dated as of February 10, 2022, and a Fifth Amendment dated as of February 1, 2023.
- C. The District and Ms. Kurtzman agree that it is in the best interests of both parties to modify the terms of the Employment Agreement in the manner described herein.
- D. The terms of this Amendment were approved by a majority of the District's Board of Directors and reported at an open meeting of the Board on February 7, 2024.

Now, therefore, in consideration of the foregoing, and for good and valuable consideration, the parties agree as follows:

- 1. <u>Base Salary</u>. Ms. Kurtzman's base salary shall be \$307,290.45 per year. This salary shall be retroactive to January 1, 2024. The salary shall be paid as follows:
- (a) A one-time payment of \$11,790.45, payable upon approval of this Amendment by the Board of Directors.
- (b) The balance of \$295,500 shall be paid in bi-monthly installments beginning January 1, 2024.
- (c) Benefits and withholdings shall be based on the total compensation of \$307,290.45.

#### 2. Miscellaneous Provisions.

- (a) Except as specifically modified by this Amendment, all other provisions of the Employment Agreement, including the First, Second, Third, Fourth and Fifth Amendments, shall remain in full force and effect. Nothing in this Amendment shall in any way alter the "atwill" nature of Ms. Kurtzman's employment.
- (b) This Amendment may be executed in counterparts and by electronic or facsimile signature.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on
the date first written above.
Aaron Nayfack, M.D.
President, Board of Directors
Pamela Kurtzman
Chief Executive Officer

## State of the District February 2024 Pamela Kurtzman, CEO Sequoia Healthcare District

I am delighted to provide you with an overview of the current state of the Sequoia Healthcare District. As we navigate the ever-changing landscape of healthcare, our commitment to serving the needs of our community remains unwavering. The following is a high-level overview of our operational and financial positions, the health of our grants and programs, major accomplishments, challenges, and ongoing initiatives as measured against our current strategic goals.

#### **Financial Summary:**

- Tax Revenue: Our tax revenue continues to be a reliable and growing source of income. A recent report published by the San Mateo County Controllers Office showed property tax growth for the past 12 consecutive years. Countywide, combined property taxes totaled \$3.6 billion for FY 2022-23, an increase of \$258 million (or 7.7 percent) compared to the prior year. Over the last ten years, assessed values and taxes have increased 84 percent<sup>1</sup>. This increase in property tax revenue is reflected in our 1.3% of the 7% that is allocated to special districts. In FY 22-23, our revenue outpaced our projections by nearly \$3M. Given this trend, I increased the expected revenue last year from \$14M, to \$15.5M, and I still underbudgeted. By the close of FY 2024, I anticipate a tax revenue of around \$18M, based on current actuals and timing of expected deposits.
- Investment income: We budgeted investment income conservatively this fiscal year having concerns of a potential recession and a persistent uncertain market. Fortunately, gains are increasing over the past several quarters due to a more stable market and our conservative investment policies that minimize risk. Additionally, we made accounting decisions that allow us to maximize revenue by putting unallocated funds into higher yield accounts that we can cash out easily when ready to invest in impactful community projects.
- Annual payment of settlement funds: These provide an additional \$1.02M annually, with \$510k to invest jointly with Dignity and an additional \$510k to invest independently. We are actively exploring significant investments with these dollars to improve community health in important ways.
- **Financial Oversight:** Two major actions were taken this past year to enhance financial oversight; 1. In 2023 we appointed a finance committee of the Board that helps provide an additional layer of oversight for the CEO and helps establish and manage funding strategies that align with agreed objectives. 2. We implemented more rigorous accounting controls this past year to ensure 100 percent compliance with government accounting standards by way of contracting with a government accountant to guide and support our accounting clerk and CEO.
- **Emergency Reserves:** We have a sufficient financial buffer that will enable us to respond quickly to unexpected crises, such as natural disasters, pandemics, or other emergencies. Our reserves can also be employed to help scale up capacity for our partner clinics and

<sup>&</sup>lt;sup>1</sup> Source: <a href="https://www.smcgov.org/controller/news/2023-property-tax-highlights-publication-press-release">https://www.smcgov.org/controller/news/2023-property-tax-highlights-publication-press-release</a>.

other non-profits to hire additional staff and procure necessary resources to address likely surges in demand for crucial health and safety services during emergencies.

#### 2023-2024 Finances At A Glance

Income	Expenses
Total anticipated tax revenue and other	Total expenses including grants and programs is
income sources: \$18,300,400	\$23,800,400
	*(\$5,500,000)
15,500,000 (property taxes)	\$15,033,778 Grants * includes a new \$5.5M grant to
	Ravenswood for Dental Clinic
+2,800,400 (other sources)	\$5,097,515 Programs
	Admin/other non-personnel expenses: \$1,362,107
	\$2,300,900 Pension, building, capital improvements
*\$5,500,000 Will be pulled from reserves	to cover grant expenses

#### Next finance-specific steps for 2024-25:

- Develop FY 2024-25 operating budget- present draft to Board in April, approve in June
- Purchase new building for District offices
- Continue to seek out and respond to opportunities to invest uncommitted funds in ways that align and/or have been identified in our strategic plan.

#### **Operations Summary:**

District operations are running smoothly and efficiently, and we are financially solid. Our team is highly dedicated and competent and our Director of School Health, hired last April, is fully onboarded and effective in her role. Our committed and engaged Board is participating in new ways that enhance financial oversight and promotion of the District. Staff and Board annually assess our activities and budget to assure that our support is reaching all segments of our community and to ensure our outcomes meet or exceed expectations. In addition, we've made some notable and important operational improvements over the past year, including:

- Retained a more meticulous and knowledgeable auditing firm that has helped us ensure compliance with government accounting practices and compliance with all current governmental laws and regulations.
- Developed a Board-Approved Communication Policy for staff that more clearly guides and informs our public outreach activities, enabling us to engage the public in new strategic and equitable ways that most effectively reach more segments of our population.
- Updated technology to make Board meetings more accessible to the public through hybrid meeting options and multilingual oral and print communications. Through our contract with Streamline, our website is accessible to visually or cognitively impaired

- individuals and non-English speaking members of our community through translation and ADA compliance tools.
- Staff continue to improve our online grants portal, adding additional custom features to the platform that simplify the application process and saves time for staff, grantees and the grants review committee. Two improvements currently being developed include a new application sub portal for grant requests that are outside of the Caring Community Grants portal and a new DocuSign feature.
- Completed ACHD recertification process. Certification demonstrates good governance through a core set of accountability and transparency standards and best practices for healthcare districts.
- Staff consistently track new legislation and regulatory requirements relevant to healthcare districts

#### **Operational Challenges**

An estimated 30%<sup>2</sup> of District residents have significant economic concerns that affect their health and well-being. The top concerns include affordable and safe housing, food insecurity, access to basic health care (including lack of affordable oral health and mental health support), and lack of affordable childcare.

These challenges are compounded by the persistent work force shortages among numerous health-related type services. Though the unmet community health needs will always outweigh our funding capacity, through strategic partnerships and our financial resources, we can further tackle some of these most pressing needs. The challenge, however, is our limited staff who are already working at full capacity. We have several ideas and initiatives (listed in the District Strategic Priorities section later in the report) that we are developing and will need to hire and/or contract additional staff to help with the development and implementation of key programs that help address those concerns. We will also require consultants of varying expertise to oversee and inform the upcoming dental clinic construction project.

#### Next major operational-specific steps for 2024-25:

- Hire New staff
  - Accounting support and backup, grants management support) (PT)
  - Program Implementation Officer (FT or contract)
- Retain consultants/ contractors for dental clinic building phase oversight
- Purchase new building for District offices and community space

<sup>&</sup>lt;sup>2</sup> Source: https://www.smcalltogetherbetter.org/content/sites/sanmateo/Reports/SMC\_CHNA\_2023.pdf

#### **District Strategic Priorities**

Our most significant goal related to programs and partnerships is to implement innovative initiatives that align with our strategic plan, that foster measurable advancements in community outreach, health education, and access to care—with equity at the core of everything we do.

Priority Area	Strategic Goals
Equity and Inclusion	Engage in population-specific efforts to address the needs of those residents in the district that are historically underserved or particularly impacted by health disparities.
Innovation	Support new and innovative strategies that improve the health and well-being of district residents.
Collaboration	Use collaboration with community organizations to magnify the positive impact on the health and well-being of district residents
Communications	Improve effectiveness and reach of communications to district residents, in a culturally sensitive manner of all resources and activities that enhance their health
Advocacy	Be an advocate for change on issues that impact the health of district residents

We've made good progress toward these goals over the past year, and our organization is well positioned to further advance this goal through the development and implementation of additional key objectives that address many of the concerning health trends we saw in our data. Highlighted below, are a few of the ways we've made progress toward meeting this primary objective and next steps for the year ahead:

- Fostered collaborations with other agencies, health providers, and stakeholders to share resources, expertise, and amplify the impact of our initiatives on a broader scale. Examples of this over the past year include:
  - Invested with the county and Sequoia Hospital to address oral health needs at the new Navigation Center
  - Created partnership with Dental Society and HPSM Learning Collaborative
  - Developed partnership with Ravenswood to build new Redwood City dental clinic
  - Collaborated with Sequoia Hospital on the Holiday Food Grants
  - Active in several community collaboratives including RWC Together, Healthy Community Collaborative, County Covid Recovery Committee, Office of Education, South County Mental Health Collaborative, and many more

#### Next major program and service-specific steps for 2024-25:

- Prepare for launch of Oral Health Learning Collaborative with HPSM- dentist recruitment, patient referral and Kells screening
- Conduct a deep measure of the effectiveness of our school interventions and determine whether we need to adjust our strategies
- Develop rental-assistance program for partner non-profits
- Develop and implement strategy to increase local dental assistants and hygienists workforce
- Develop comprehensive long-term preparedness plans with our partners at Thrive to prepare for potential future public health crises
- Further explore Med-assist program to determine feasibility
- Implement and further develop Integrative Wellness Program beginning with educators

#### **Conclusion**

Anecdotally, we see that our impact in the community has grown exponentially over the years and our purpose is clear and focused. District finances are solid, we have a dependable and growing source of revenue, a healthy emergency reserve, and our programs are cost effective and operationally efficient.

Programmatically, we are serving more residents in more ways than ever before, and all our programs are aligned with our strategic goals, funding philosophy and targeted to address our community's most pressing health needs. Our resources have provided greater access to healthy food, quality health care, dental, and behavioral health services through our considerable support of community clinics, non-profits, and school partnerships.

That said, we still have a lot to do to reduce health disparities and ensure equitable access to services. Our dedicated Board and staff will continue to drive forward the important initiatives identified above, with intention and tenacity for the betterment of our community's health. 2024 will be another productive and impactful year for our organization and its stakeholders—we can be confident of that.

# Jenny Bratton Staff Report February 7, 2023

#### **Activity Summary**

#### I. Communications

- Provided Luz with zip-code-specific data for community presentations
- Provided Luz with updated grants information for website
- Currently working with David Johnston to enhance user experience on LocateMyDistrict

#### III. Community/Versaic

• At the January 11<sup>th</sup> Grant information session, announced and began soft rollout of **EIC** (Equity, Innovation, and Collaboration) grants:

Equity, Innovation, and Collaboration are the foundational cornerstones of our work and, as such, comprise 3 of the 5 strategic areas of our 2023-25 strategic plan (the two other areas are Communication and Advocacy). Community-based organizations and non-profits with innovative programs that bring collaborative partnerships to address health equity are encouraged to apply for an EIC grant.

While we encourage grantees to apply for Caring Community or HSI grants, we acknowledge there may be special circumstances where an applicant may require flexible funding that falls outside of the parameters of the regular grant cycles. EIC grants are grants that fall outside of the typical grant cycles for any of the following scenarios:

- an emergency grant to address an urgent situation
- a "mini-grant" of less than \$25,000 along with a shorter cycle
- a multi-year grant or grant above \$200,000 that requires approval by the Board
- the grantee has already maxed out their 2 grants within the Caring Community and HSI grant programs
- an innovative pilot program that brings collaborative partnerships to address health equity
- The 2024-26 grant committee membership was finalized in December, and we had an
  introductory meeting over Zoom. With the exception of 2023-24
  grant committee member William Fong, all others are brand new to the committee.
  The 2024-26 CC Committee is comprised of the following six community members:
  - William Fong- SHD Board Director, 2023-24 CC committee member
  - Cecilia Chu- Executive Director for Friends for Youth
  - Bernie Mellot- Former Executive Director of Ombudsman
  - Mary Bates- Former Executive Director of Foster City Villages
  - Jim Lianides- Former Superintendent of Sequoia Union High School District
  - Vinney Arora- Vista Center Chief Development Officer

•

Mid-year reports from 1-year grantees were scored by the 2023-25 grants committee.
 All reports earned acceptable marks out of a maximum score of 30. This table shows a score comparison at each stage of scoring (the final 4th stage in this year of the cycle will be their end-year report due June 30, 2024).

Program Name	Organization Name	Average LOI Score (Max=30)	Average Full App Score (Max=50)	Average Mid- Year Score (Max=30)
	Catholic Charities CYO of the			
Community Services	Archdiocese of San			
Case Management	Francisco	26	41	25
Medical Equipment	Rotary Club of		1.2	23
Loan Program	Belmont-Redwood			
("MELP")	Shores	27	48	26
Healthy Scholars	Upward Scholars	27	44	28
Promoting Healthy	San Mateo Police			
Futures	Activities League	27	45	28
	Boys & Girls Clubs of			
Triple Play	the Peninsula	28	46	24
Family Connections	Family Connections	28	46	28
Whole Health for				
Youth Mental Health				
Services for Parents &	Whole Health for	27	4.0	25
Staff	Youth	27	46	25
Affordable and Accessible Young Adult	Children's Health			
Therapy for ages 18-25	Council (CHC)	27	41	23
Health and Wellness	(5/10)		, 2	13
Case Management	El Concilio of San			
Program	Mateo County	27	47	26

- Right now, we are accepting LOIs for ATOD, Clinical, and Behavioral applications, which are due February 14, 2022. They will then be distributed among the new 2024-26 grants committee to score. The committee is slated to be trained on the scoring module mid-February.
- I am also currently working to line up site visits in the spring, based on feedback from grants committee members.

#### IV. ACHD

- Attended Education, Governance, and Advocacy Committee meetings in Dec/January.
- Upcoming Advocacy training webinar February 28; Advocacy Day March 12-13 in Sacramento

#### **February Staff Report**

#### Luz Garcia — Communications & Engagement Officer

#### **Communications Planning**

- Met with individual board members to discuss upcoming city council presentations
  - Obtained feedback and updated presentations accordingly
  - Finalized a schedule and sent calendar invites
  - Sent communication to the cities
- Began work on forming a board communications policy based on last meetings discussion

#### **Grants Info Sessions**

- Created and managed email communication on Eventbrite for the January 11<sup>th</sup> Grants Info Sessions
- Promoted the sessions across our newsletter, in the San Mateo Daily Journal and social media
  - San Mateo Daily Journal 10 days spanning early December through January 9<sup>th</sup>
  - Social Media >3,000 reach, 55 link clicks to our Eventbrite

#### **Newsletters**

- Increasing engagement through our newsletters ( > 55% opens in November and December)
- December 2023
  - o Dental Clinic, Grants Info Sessions, Art Faro Food Grants

#### **Public Outreach**

- Social Media
  - Designed and ran targeted ads across Instagram, Facebook and Nextdoor to draw awareness to the District
    - More than 7,000 ad impressions in the last 30 days on Nextdoor
    - More than 6,000 reached across Instagram and Facebook
- Website Updates (continuous)
  - Updated the Grants page
  - Updated the board meetings page
  - Making changes to the layout to better the user experience



#### **BOARD of DIRECTORS**

Director of School Health December '23 – January '24 Report

#### Ann Evanilla-Wasson, MS Healthy Schools Initiative Update

#### **HSI Wellness Team**

- HSI Wellness Team continues to meet monthly. December and January meetings were devoted to:
   1. Identifying each district's programs and services related to the ten components of the Whole School, Whole Community, Whole Child (WSCC) model the foundational constructs of this initiative.
  - 2. Discussing each District Advisory Counsel, meeting plans and membership.
  - 3. Presentations by the Parent Venture (webinar offerings & promotion December meeting) and the Addiction Education Society (middle school curriculum January meeting)
- One-on-one monthly check-in sessions focused on each district's WSCC plan and troubleshooting any district or campus issues/concerns.
- Participated in San Carlos School District's interview panel for their new Wellness Coordinator.
- Scheduling meetings with Superintendents and Wellness Leads regarding 2024-25 MOUs.

#### **Partner Collaborations**

- Working with Noah Schechtman, Center for Wellness & Achievement in Education to develop an employee wellness program for school employees.
- Continue to actively participate on the United for Youth: Blueprint for School and Transition-Age Youth Well-Being Steering Committee. The related High School Age work group has completed its work.
- Met with the following prospective partners to explore Multi-tiered System of Supports (MTSS Tiers I & 2):



- Addiction Education Society
- Art of Yoga Project (trauma informed yoga)
- Child Mind Institute (small groups)
- Children's Health Council
- Mission Be (mindfulness training)
- Youth Community Service

#### **School & Community Engagement**

- Presented to the San Mateo County Chamber of Commerce Leadership Class for Education Day.
- Conducted HSI Grant session for new and interested nonprofit organizations.
- Met with Vicki Harrison, Stanford Center for Youth Mental Health and Wellbeing, to learn about the school mental health-based Project ECHO (Extension for Community Healthcare Outcomes) Project.