



NOTICE OF REGULAR MEETING OF THE BOARD OF DIRECTORS

MENDOCINO COAST HEALTH CARE DISTRICT

Thursday, December 12, 2024 - 5:00 PM

Redwoods Room, Adventist Health Mendocino Coast Hospital Campus
700 River Drive, Fort Bragg, CA.

Supporting documentation for this agenda is available on the website at:

<https://www.MendocinoChCd.gov>

Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the District at 707-937-3089 at least 72 hours prior to the meeting. This Board Meeting is being held in person. Meeting attendees may also join virtually using the Zoom link below:

<https://zoom.us/j/94068229876?pwd=Trpn7OnkbConPdBcpvXifzbqH6yEzj.1>

Meeting ID: 940 6822 9876

Passcode: 581492

CONDUCT OF BUSINESS

1. CALL MEETING TO ORDER

1a) Roll Call: Paul Garza Jr. (Chair), Paul Katzeff (Vice Chair), Susan Savage (Secretary), Jan McGourty (Member).

2. ADMINISTER OATH OF OFFICE

2a) The Secretary of the Board will administer the Oath of Office to the following elected Board Members: Paul Katzeff (incumbent) and Lynn Finley.

Attachments: *November 2024 Election Certification*

3. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Members of the public are welcome to address the Board on items not listed on the agenda, but within the jurisdiction of the Board. Time is limited to 3 minutes per speaker with a 20-minute total time limit for all public comments. No action or discussion shall be taken on any item presented except that the Board may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters pertaining to the Board may be scheduled for discussion at a future meeting or referred to staff for clarification or a report, at the pleasure of the Board. If general public comment exceeds the 20 minute time limit, members of the public who have not had the opportunity to speak on items not on this agenda will have the opportunity to do so after the business on the agenda is concluded. The Board reserves the right to maintain meeting decorum, mute or remove a member of the public for inappropriate behavior which is disruptive.



4. CLOSED SESSION

4a) Gov. Code §54956.8: Conference with Real Property Negotiators, 700 River Drive, Fort Bragg, Ca.

District Negotiators: Wayne Allen, Chief Restructuring Officer, MCHCD.

Negotiating party: Eric Stevens, President, Northern California Network, Adventist Health.

Under negotiation: Terms of the Lease Agreement, dated July 1, 2020.

4b) Gov. Code §54956.8: Conference with Real Property Negotiators, 721 River Drive, Fort Bragg, Ca.

District Negotiators: Appointed District *ad hoc* Subcommittee and legal counsel Negotiating parties: GL Bruno, Agent, Mendocino Coast Medical Plaza, LLC.

Under negotiation: price and terms of payment of possible purchase.

4c) Report out from Closed Session.

5. REPORTS

5a) Receive and file MCHCD Board Chair's Report - Paul Garza Jr.

Recommended Action: None. This item is for information only.

Attachments: *December 2024 Board Chair's Report.*

5b) Receive and file Check Register Report - 11/30/24; Actual vs. Budget Report - 11/30/24; Treasury Bill Inventory Portfolio - 11/30/24; and Summary of Cash Balances - 11/30/24, CFO Wayne Allen.

Recommended Action: None. This item is for information only.

Attachments: *Check Register Report - 11/30/24; Actual vs. Budget Report - 11/30/24; Treasury Bill Inventory Portfolio - 11/30/24; and Summary of Cash Balances - 11/30/24.*

5c) Receive and file Adventist Health Report, Judy Leach, President

Recommended Action: None. This item is for information only.

5d) Receive and file Mendocino Coast Healthcare Foundation Board Report - Terry Ramos, Chair.

Recommended Action: None. This item is for information only.

5e) Receive and file Agency Administrator's Report - Katharine Wylie.

Recommended Action: None. This item is for information only.

Attachments: *December 2024 Agency Administrator's Report.*



6. CONSENT CALENDAR

The Consent Calendar will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Calendar for individual consideration.

ITEMS RECOMMENDED FOR APPROVAL:

6a) Draft Minutes of the 9/26/2024 Regular Meeting; Draft Minutes of the 10/24/24 Regular meeting; Draft Minutes of the 11/6/2024 Special Meeting.

Attachments: Draft 9/26/2024 Regular Meeting Minutes; Draft Minutes of the 10/24/24 Regular meeting; Draft 11/6/2024 Special Meeting Minutes.

6b) Board Resolution 2024-12, Tri-Counties Bank Signature Authority, removal of former Board Treasurer.

Attachments: Board Resolution 2024-12, Tri-Counties Bank Signature Authority, removal of former Board Treasurer.

6c) Board Resolution 2024-13, LAIF (Local Agency Investment Fund) Signature Authority, removal of former Board Treasurer.

Attachments: Board Resolution 2024-13, LAIF (Local Agency Investment Fund) Signature Authority, removal of former Board Treasurer.

6d) Appoint Robert van Buuren to the Measure C committee.

Attachments: van Buuren C.V.

7. NEW BUSINESS

7a) Receive and consider approval of the Adventist Health Lease Restructure letter, dated 11/22/2024 - Wayne Allen, CRO.

Recommended Action: Approve the Adventist Health Lease Restructure letter, dated 11/22/2024

Attachments: Adventist Health Lease Restructure letter, dated 11/22/2024

7b) Receive and consider approval of the Measure C Bylaws revision, dated 12/12/2024 - Susan Savage, Jan McGourty, Policy and Bylaws ad hoc.

Recommended Action: Approve Measure C Bylaws revision, dated 12/12/2024.

Attachments: Measure C Bylaws revision, dated 12/12/2024.



7c) Consider approval to surplus 2 district-owned ambulances, approximate market value of \$1500 each, and provide staff direction to liquidate the assets - Kathy Wylie, Agency Administrator and Davey Beak, Adventist Health Mendocino Coast Hospital.
Recommended Action: Approve surplus of 2 district-owned ambulances.

Attachments: *Vehicle Registration information - 2 district-owned ambulances.*

7d) Receive and consider approval of the Health Management Agency Contract for assistance with the Voluntary Rate Range Program (VRRP), and studying the proposed county-wide Hospital Improvement District under consideration by the Mendocino and Lake County Board of Supervisors.

Recommended Action: Approve the contract with Health Management Agency Contract for assistance with the Voluntary Rate Range Program (VRRP), and study the proposed county-wide Hospital Improvement District under consideration by the Mendocino and Lake County Board of Supervisors.

Attachments: *Health Management Agency Contract proposal.*

8. COMMENTS FROM THE BOARD

9. ADJOURNMENT

The next Regular Meeting of the Board will be held on January 9, 2025, at 6:00 pm, at the Redwoods Room, 700 River Drive, Adventist Health Mendocino Coast Hospital, Fort Bragg, Ca.

Dated: December 9, 2024

Katharine D. Wylie

Katharine Wylie, MS Ed
Agency Administrator, MCHCD



KATRINA BARTOLOMIE
ASSESSOR
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS
COMMISSIONER OF
CIVIL MARRIAGES

COUNTY OF MENDOCINO

OFFICE OF ASSESSOR-COUNTY CLERK-RECORDER
501 LOW GAP ROAD, RM. 1020
UKIAH, CALIFORNIA 95482
E-MAIL: acr@mendocinocounty.gov

TONYA MOUNTS
ASSISTANT ASSESSOR
(707) 234-6800
ASSESSOR FAX: (707) 463-6597

AMANDA WOLTER
ASSISTANT REGISTRAR OF VOTERS
ASSISTANT CLERK RECORDER
(707) 234-6819

Business Property (707) 234-6815
County Clerk: (707) 234-6822
Recorder: (707) 234-6823
CLERK-RECORDER FAX: (707) 463-4257

December 3, 2024

Mendocino Coast Health Care District
Attn: Kathy Wylie
PO Box 532
Fort Bragg, CA 95437

Dear Kathy :

Enclosed please find the Certificate of County Clerk to Result of the Canvass and Statement of Votes Cast for the **PRESIDENTIAL GENERAL** Election held on **TUESDAY, NOVEMBER 5, 2024.**

Please feel free to contact this office if you have any questions.

Sincerely,

KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder

Amanda Wolter
Assistant Registrar of Voters

Enc.

MENDOCINO COUNTY, CALIFORNIA
ASSASSOR-COUNTY CLERK-RECORDER


CERTIFICATE OF COUNTY CLERK TO RESULT OF THE CANVASS
OF THE PRESIDENTIAL GENERAL ELECTION
HELD ON TUESDAY, DECEMBER 5, 2024

STATE OF CALIFORNIA)
)SS
COUNTY OF MENDOCINO)

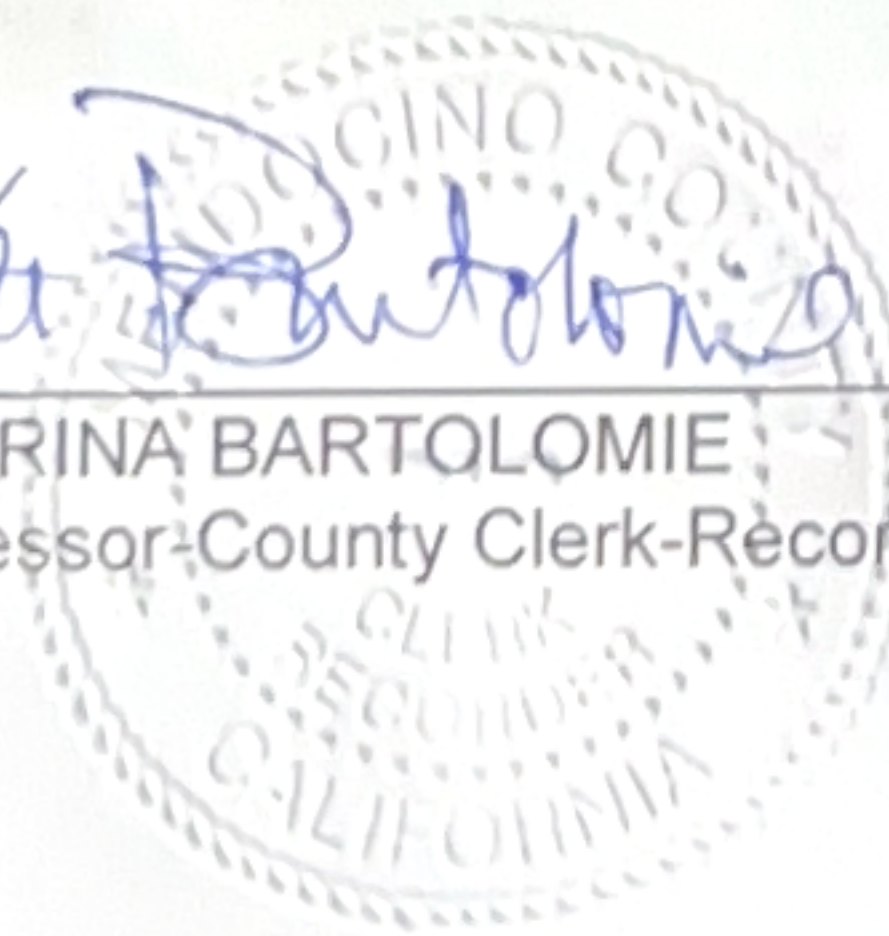
I, KATRINA BARTOLOMIE, County Clerk of said County, do hereby certify that I did canvass the returns of the votes cast for in the PRESIDENTIAL GENERAL Election held TUESDAY, NOVEMBER 5, 2024, in the MENDOCINO COAST HEALTH CARE DISTRICT, COUNTY OF MENDOCINO, and that the Statement of the Votes Cast, to which this certificate is attached, shows the whole number of votes cast in each of the respective consolidated precincts therein, and that the totals of the respective columns and the totals as shown for and against each measure are full, true and correct.

WITNESS MY HAND AND OFFICIAL SEAL this 3RD day of December 2024.

(SEAL)



KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder



MCHCD

MENDOCINO COUNTY, CALIFORNIA

Official Results

OFFICIAL

2024 PRESIDENTIAL GENERAL ELECTION

Registered Voters
11055 of 54640 = 20.23%

Precincts Reporting
245 of 245 = 100.00%

Run Time 11:32 AM
Run Date 12/04/2024

11/5/2024

Page 1

MENDOCINO COAST HEALTH
than Two

CARE DISTRICT Director - Vote for no more

Choice	Party	Absentee Voting		Election Day Voting		Total	
LYNN FINLEY		6,227	45.00%	244	49.19%	6,471	45.15%
GABRIEL QUINN MARONEY		1,689	12.21%	103	20.77%	1,792	12.50%
MIKAEL BLAISDELL		2,105	15.21%	50	10.08%	2,155	15.04%
PAUL KATZEFF		3,816	27.58%	99	19.96%	3,915	27.31%
Cast Votes:		13,837	100.00%	496	100.00%	14,333	100.00%
Undervotes:		7,245		528		7,773	
Overvotes:		2		0		2	

*** End of report ***



KATRINA BARTOLOMIE
ASSESSOR
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS

COMMISSIONER OF
CIVIL MARRIAGES

COUNTY OF MENDOCINO

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501 LOW GAP ROAD, RM. 1020
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Recorder: (707) 234-6823
CLERK-RECORDER FAX: (707) 463-4257

December 3, 2024

Lynn Finley
PO Box 579
Fort Bragg, CA 95495437

Dear Lynn:

Congratulations on your recent election to the office of Director for the Mendocino Coast Health Care District.

I am enclosing two Certificates of Election and Oath of Office. The copy is for you to keep. The original Certificate and Oath of Office should be signed before someone authorized to administer oaths, such as a Deputy County Clerk or a Notary Public. This certificate should be returned to the Clerk-Recorder's office at 501 Low Gap Road, Room 1020, Ukiah, California, 95482.

Sincerely,
KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder

Amanda Wolter
Assistant Registrar of Voters

Encl.



KATRINA BARTOLOMIE

ASSESSOR
COUNTY CLERK-RECORDER
REGISTRAR OF VOTERS

COMMISSIONER OF
CIVIL MARRIAGES

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Recorder: (707) 234-6823
CLERK-RECORDER FAX: (707) 463-4257

December 3, 2024

Paul Katzeff
PO Box 579
Fort Bragg, CA 95495437

Dear Paul:

Congratulations on your recent election to the office of Director for the Mendocino Coast Health Care District.

I am enclosing two Certificates of Election and Oath of Office. The copy is for you to keep. The original Certificate and Oath of Office should be signed before someone authorized to administer oaths, such as a Deputy County Clerk or a Notary Public. This certificate should be returned to the Clerk-Recorder's office at 501 Low Gap Road, Room 1020, Ukiah, California, 95482.

Sincerely,
KATRINA BARTOLOMIE
Assessor-County Clerk-Recorder

Amanda Wolter
Assistant Registrar of Voters

Encl.



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MENDOCINO COAST HEALTH CARE DISTRICT
775 RIVER DRIVE, FORT BRAGG 95437

MEMORANDUM

TO: MCHCD Board of Directors

FROM: Paul Garza, Jr.

DATE: December 12, 2024

SUBJECT: Monthly Report

NEGOTIATIONS

The re-structure negotiations have concluded and the letter received from Adventist Health has been posted on our website. The changes requested by Adventist Health to the existing lease are very minor and have no changes to the financial arrangements. The Board will consider adoption of these proposed changes.

NEW BOARD

Tonight we welcome Ms. Lynn Finley as a new member of our Board. She was elected to a four-year term. Congratulations also to Paul Katzeff on his re-election to a new four-year term. I look forward to working with them and my other colleagues this upcoming year.

ADVENTIST HEALTH LEADERSHIP

Adventist Health has announced several leadership changes in our region. Among these, the current President Judy Leach is transitioning to a new assignment.

CHAIR'S ADVISORY GROUP – HOSPITAL 2030

The Advisory Group has resumed meeting. The work done by this group in exploring and identifying options available to the District will, at a minimum, substantially assist our future strategic planning.

COMMUNICATIONS

Robin Serrahan, MD, Chief Medical Officer of our hospital, and I presented to the Casper Shul. I am talking with the JUNTO group Thursday morning, (December 12). I was interviewed recently by the KZYX radio, the Mendocino Voice and the Fort Bragg Advocate concerning the outcome of negotiations.

During the negotiations, I was communicating regularly with County Supervisors, Fort Bragg City Manager, Fort Bragg Chief of Police, County Sheriff, the Fire Chiefs in our service area, the Fort Bragg and Mendocino School District Superintendents, the Mendocino Coast Clinic and the Mendocino Coast Healthcare Foundation.



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Mendocino Coast Health Care District			
Check Register- Month ended October 31, 2024			
Vendor	Date	Amount	Description
BETA Healthcare Group	10/31/2024	\$ 963.42	Monthly pymt- General Liab Insurance
CA Health Facilities Financing Authority	10/2/2024	\$ 13,802.02	Monthly pymt- HELP Loan
K. McKee & Co, Inc.	10/2/2024	\$ 750.00	Monthly pymt- Contract Fee
K. McKee & Co, Inc.	10/2/2024	\$ 200.00	Monthly pymt- Software Fee
Lee Finney	10/18/2024	\$ 336.00	Office Supplies
MCN	10/15/2024	\$ 94.37	Monthly pymt- Internet
Med-I-Bank	10/11/2024	\$ 581.00	Board Fees for HRA
Mendo Litho	10/31/2024	\$ 467.64	Office Supplies
Mendocino Unified School District	10/8/2024	\$ 400.00	Recording Fees for Board Meetings
P & A Group	10/4/2024	\$ 600.00	Board Fees for HRA
P & A Group	10/4/2024	\$ 2,400.00	Board Fees for HRA
P & A Group	10/28/2024	\$ 1,200.00	Board Fees for HRA
Props & Measures	10/31/2024	\$ 2,500.00	Marketing, Research and Analysis
Regional Government Services	10/8/2024	\$ 1,175.00	Support Services
Regional Government Services	10/8/2024	\$ 3,706.50	Support Services
Regional Government Services	10/11/2024	\$ 13,200.00	Monthly Admin Services
RWG Law	10/8/2024	\$ 1,512.50	Professional Legal Fees
Silverton Management Company	10/8/2024	\$ 7,500.00	Monthly Contract pymt- CFO Fees
Silverton Management Company	10/21/2024	\$ 1,280.00	Medicare Cost Report Software Subscription
The Bank of New York Mellon	10/7/2024	\$ 37,115.14	Monthly pymt- Revenue Bonds
TOTAL		\$ 89,783.59	



Item 5b)

Mendocino Coast Health Care District			
Check Register- Month ended November 30, 2024			
Vendor	Date	Amount	Description
Baker Donelson Bearman PC	11/14/2024	\$ 1,700.00	Professional Legal Fees
CA Health Facilities Financing Authority	11/5/2024	\$ 13,802.02	Monthly pymt- HELP Loan
DZA - PLLC	11/14/2024	\$ 5,000.00	Progress Audit pymt- FY 2020/2021
K. McKee & Co, Inc.	11/4/2024	\$ 750.00	Monthly pymt- Contract Fee
K. McKee & Co, Inc.	11/4/2024	\$ 200.00	Monthly pymt- Software Fee
MCN	11/14/2024	\$ 94.37	Monthly pymt- Internet
Mendocino Unified School District	11/14/2024	\$ 400.00	Recording Fees for Board Meetings
P & A Group	11/5/2024	\$ 600.00	Board Fees for HRA
Paul Garza	11/7/2024	\$ 200.00	Board Attendance Fees
Paul Katzeff	11/7/2024	\$ 200.00	Board Attendance Fees
Props & Measures	11/7/2024	\$ 2,500.00	Marketing, Research and Analysis
Regional Government Services	11/5/2024	\$ 1,347.00	Support Services
Regional Government Services	11/5/2024	\$ 1,419.00	Support Services
Regional Government Services	11/7/2024	\$ 1,738.53	Support Services
RWG Law	11/8/2024	\$ 9,839.27	Professional Legal Fees
Sara Spring	11/7/2024	\$ 200.00	Board Attendance Fees
Silverton Management Company	11/7/2024	\$ 7,500.00	Monthly Contract pymt- CFO Fees
The Bank of New York Mellon	11/4/2024	\$ 38,065.14	Monthly pymt- Revenue Bonds
	TOTAL	\$ 85,555.33	

MENDOCINO COAST HEALTH CARE DISTRICT
 FISCAL YEAR ENDING JUNE 30, 2025
 ACTUAL VS. BUDGET STATEMENT

OPERATIONS CHECKING ACCOUNT

	Month Ended October 31, 2024		Four Months Ended October 31, 2024	
	Actual	Budget	(Over)	(Under)
1. INCOME				
(a) Measure C Tax Revenue	0	129,167	129,167	110,095
(b) Property Tax Revenue	0	87,500	87,500	127,489
(c) AH Lease Revenue	0	0	0	875,000
(d) Investment Income	35,529	55,179	19,650	263,973
(e) Other Income	0	0	0	52,544
2. TOTAL INCOME	\$35,529	\$271,846	\$236,317	\$1,429,100
				\$1,962,384
				\$533,284

3. EXPENSES- DISTRICT OPERATIONS

(a) Purchased Services- RGS Administrative	13,200	13,200	0	39,600	52,800	13,200
(b) Purchased Services- RGS Support Resources	4,882	2,083	(2,799)	7,981	8,332	352
(c) Projects/Consultants	3,780	4,167	387	25,344	16,668	(8,676)
(d) Community Organization & Outreach	0	4,167	4,167	0	16,668	16,668
(e) Communications Director	0	2,917	2,917	0	11,668	11,668
(f) Purchased Services- Audit	0	7,125	7,125	4,538	28,500	23,963
(g) Purchased Services- Legal	1,513	3,000	1,488	8,795	12,000	3,205
(h) Board Elections Fee	0	2,667	2,667	0	10,668	10,668
(i) Purchased Services- Financial Oversight	7,500	3,000	(4,500)	16,500	12,000	(4,500)
(j) Purchased Services- Bookkeeping	950	1,330	380	3,806	5,320	1,514
(k) Bond Trustee Fee	0	256	256	2,325	1,024	(1,301)
(l) Board Meetings & Postings	400	600	200	1,200	2,400	1,200
(m) Board Benefits	4,781	3,000	(1,781)	7,569	12,000	4,431
(n) Board Education	0	2,083	2,083	0	8,332	8,332
(o) Insurance (D & O and General Liability)	963	963	0	29,348	28,384	(964)
(p) Office Expenses (Supplies, Postage)	804	550	(254)	4,524	2,200	(2,324)
(q) Communication Expenses (Phone, Internet)	94	390	296	3,898	1,560	(2,338)
TOTAL- District Operating Expenses	\$38,866	\$51,498	\$12,632	\$155,426	\$230,524	\$75,098

4. RESTRICTED PAYMENTS

(A) Payments to Lease Improvements Fund	0	0	0	1,125,512	1,125,512	0
(B) Payments to BNY Revenue Bond Escrow	37,115	39,355	2,240	140,994	147,714	6,720
(C) Payments to HELP II Loan Amortization	13,802	13,802	0	55,208	55,208	0
TOTAL- Restricted Payments	\$50,917	\$53,157	\$2,240	\$1,321,714	\$1,328,434	\$6,720
5. TOTAL PAYMENTS	\$89,784	\$104,655	\$10,392	\$1,477,140	\$1,558,958	\$68,378

MENDOCINO COAST HEALTH CARE DISTRICT
 FISCAL YEAR ENDING JUNE 30, 2025
 ACTUAL VS. BUDGET STATEMENT

OPERATIONS CHECKING ACCOUNT

	Month Ended November 30, 2024			Five Months Ended November 30, 2024		
	Actual	Budget	(Over) Under	Actual	Budget	(Over) Under
1. INCOME						
(a) Measure C Tax Revenue	0	129,167	129,167	110,095	645,835	535,740
(b) Property Tax Revenue	0	87,500	87,500	127,489	437,500	310,011
(c) AH Lease Revenue	0	0	0	875,000	875,000	0
(d) Investment Income	63,163	55,179	(7,984)	327,135	275,895	(51,240)
(e) Other Income	0	0	0	52,544	0	(52,544)
2. TOTAL INCOME	\$63,163	\$271,846	\$208,683	\$1,492,263	\$2,234,230	\$741,967

3. EXPENSES- DISTRICT OPERATIONS

(a) Purchased Services- RGS Administrative	0	13,200	13,200	39,600	66,000	26,400
(b) Purchased Services- RGS Support Resources	4,505	2,083	(2,422)	12,485	10,415	(2,070)
(c) Projects/Consultants	2,500	4,167	1,667	27,844	20,835	(7,009)
(d) Community Organization & Outreach	0	4,167	4,167	0	20,835	20,835
(e) Communications Director	0	2,917	2,917	0	14,585	14,585
(f) Purchased Services- Audit	5,000	7,125	2,125	9,538	35,625	26,088
(g) Purchased Services- Legal	11,539	3,000	(8,539)	20,334	15,000	(5,334)
(h) Board Elections Fee	0	2,667	2,667	0	13,335	13,335
(i) Purchased Services- Financial Oversight	7,500	3,000	(4,500)	24,000	15,000	(9,000)
(j) Purchased Services- Bookkeeping	950	1,330	380	4,756	6,650	1,894
(k) Bond Trustee Fee	0	256	256	2,325	1,280	(1,045)
(l) Board Meetings & Postings	400	600	200	1,600	3,000	1,400
(m) Board Benefits	1,200	3,000	1,800	8,769	15,000	6,231
(n) Board Education	0	2,083	2,083	0	10,415	10,415
(o) Insurance (D & O and General Liability)	0	964	964	29,348	29,348	(0)
(p) Office Expenses (Supplies, Postage)	0	550	550	4,524	2,750	(1,774)
(q) Communication Expenses (Phone, Internet)	94	390	296	3,992	1,950	(2,042)
TOTAL- District Operating Expenses	\$33,688	\$51,499	\$17,811	\$189,114	\$282,023	\$92,909

4. RESTRICTED PAYMENTS

(A) Payments to Lease Improvements Fund	0	0	0	1,125,512	1,125,512	0
(B) Payments to BNY Revenue Bond Escrow	38,065	39,355	1,290	179,059	187,069	8,010
(C) Payments to HELP II Loan Amortization	13,802	13,802	0	69,010	69,010	0
TOTAL- Restricted Payments	\$51,867	\$53,157	\$1,290	\$1,373,581	\$1,381,591	\$8,010

5. TOTAL PAYMENTS

	\$85,555	\$104,656	\$16,521	\$1,562,696	\$1,663,614	\$84,899
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Mendocino Coast Health Care District
 Restricted Capital Fund
 Recap of Treasury Bill Inventory Portfolio (Current Holdings)
 Monthly Investment Board Report as of 10-31-2024

DESCRIPTION	PAR VALUE	PURCHASE PRICE	FOOTNOTE (A)		PURCHASE DATE	MATURITY DATE	INVESTMENT RATE %
			INVESTMENT INCOME	INVESTMENT INCOME			
8 WEEKS							
PURCHASE 1	\$1,000,000.00	\$992,758.89	\$7,241.11		10/08/24	12/03/24	4.754%
PURCHASE 2	\$2,024,100.00	\$2,009,647.93	\$14,452.07		10/29/24	12/24/24	4.687%
13 WEEKS							
PURCHASE 1	\$2,000,000.00	\$1,974,444.16	\$25,555.84		08/22/24	11/21/24	5.192%
PURCHASE 2	\$2,500,000.00	\$2,468,055.20	\$31,944.80		08/22/24	11/21/24	5.192%
PURCHASE 3	\$2,000,000.00	\$1,977,047.78	\$22,952.22		09/26/24	12/26/24	4.656%
17 WEEKS							
PURCHASE 1	\$2,700,000.00	\$2,655,553.49	\$44,446.51		08/20/24	12/17/24	5.134%
26 WEEKS							
PURCHASE 1	\$1,160,600.00	\$1,135,545.87	\$25,054.13		09/26/24	03/27/25	4.425%
TOTALS	\$13,384,700.00	\$13,213,053.32	\$171,646.68				

FOOTNOTE (A)

MATURITY MONTH	INVESTMENT INCOME
Jun-24	\$43,050.01
Jul-24	\$50,038.81
Aug-24	\$54,533.22
Sep-24	\$13,052.27
Oct-24	\$24,080.00
Sub Total	\$184,754.31

Mendocino Coast Health Care District
 Recap of Treasury Bill Inventory Portfolio (Matured)
 as of 10-31-2024

	PAR VALUE	PURCHASE PRICE	INVESTMENT INCOME	PURCHASE DATE	MATURITY DATE	INVESTMENT RATE %
4 WEEKS						
PURCHASE 1	\$3,000,000.00	\$2,987,691.66	\$12,308.34	05/07/24	06/04/24	5.370%
PURCHASE 2	\$2,500,000.00	\$2,489,752.78	\$10,247.22	05/14/24	06/11/24	5.365%
PURCHASE 3	\$4,000,000.00	\$3,983,604.44	\$16,395.56	05/21/24	06/18/24	5.365%
PURCHASE 4	\$1,000,000.00	\$995,901.11	\$4,098.89	05/28/24	06/25/24	5.365%
PURCHASE 5	\$3,043,000.00	\$3,030,527.08	\$12,472.92	06/11/24	07/09/24	5.365%
PURCHASE 6	\$2,700,000.00	\$2,688,933.00	\$11,067.00	06/11/24	07/09/24	5.365%
PURCHASE 7	\$2,500,000.00	\$2,489,772.23	\$10,227.77	06/18/24	07/16/24	5.355%
PURCHASE 8	\$4,000,000.00	\$3,983,728.88	\$16,271.12	06/25/24	07/23/24	5.324%
PURCHASE 9	\$1,000,000.00	\$995,901.11	\$4,098.89	07/02/24	07/30/24	5.365%
PURCHASE 10	\$3,093,000.00	\$3,080,322.13	\$12,677.87	07/16/24	08/13/24	5.365%
PURCHASE 11	\$2,700,000.00	\$2,688,933.00	\$11,067.00	07/16/24	08/13/24	5.365%
PURCHASE 12	\$2,500,000.00	\$2,489,752.78	\$10,247.22	07/23/24	08/20/24	5.365%
PURCHASE 13	\$4,000,000.00	\$3,983,557.76	\$16,442.24	07/30/24	08/27/24	5.381%
PURCHASE 14	\$1,198,000.00	\$1,193,098.85	\$4,901.15	08/20/24	09/17/24	5.355%
PURCHASE 15	\$2,000,000.00	\$1,991,848.88	\$8,151.12	08/27/24	09/24/24	5.335%
PURCHASE 16	\$1,000,000.00	\$991,864.44	\$8,135.56	08/06/24	10/01/24	5.346%
PURCHASE 17	\$2,000,000.00	\$1,984,055.56	\$15,944.44	08/27/24	10/22/24	5.238%
TOTALS	\$42,234,000.00	\$42,049,245.69	\$184,754.31			

Mendocino Coast Health Care District
 Restricted Capital Fund
 Recap of Treasury Bill Inventory Portfolio (Current Holdings)
 Monthly Investment Board Report as of 11-30-2024

DESCRIPTION	PAR VALUE	PURCHASE PRICE	FOOTNOTE (A)			INVESTMENT RATE %
			INVESTMENT INCOME	PURCHASE DATE	MATURITY DATE	
8 WEEKS						
PURCHASE 1	\$1,000,000.00	\$992,758.89	\$7,241.11	10/08/24	12/03/24	4.754%
PURCHASE 2	\$2,024,100.00	\$2,009,647.93	\$14,452.07	10/29/24	12/24/24	4.687%
13 WEEKS						
PURCHASE 3	\$2,000,000.00	\$1,977,047.78	\$22,952.22	09/26/24	12/26/24	4.656%
17 WEEKS						
PURCHASE 1	\$2,700,000.00	\$2,655,553.49	\$44,446.51	08/20/24	12/17/24	5.134%
26 WEEKS						
PURCHASE 1	\$1,160,600.00	\$1,135,545.87	\$25,054.13	09/26/24	03/27/25	4.425%
TOTALS	\$8,884,700.00	\$8,770,553.96	\$114,146.04			

FOOTNOTE (A)

MATURITY MONTH	INVESTMENT INCOME
Jun-24	\$43,050.01
Jul-24	\$50,038.81
Aug-24	\$54,533.22
Sep-24	\$13,052.27
Oct-24	\$24,080.00
Nov-24	\$57,500.64
Sub Total	\$242,254.95

Mendocino Coast Health Care District
 Recap of Treasury Bill Inventory Portfolio (Matured)
 as of 11-30-2024

	PAR VALUE	PURCHASE PRICE	INVESTMENT INCOME	PURCHASE DATE	MATURITY DATE	INVESTMENT RATE %
4 WEEKS						
PURCHASE 1	\$3,000,000.00	\$2,987,691.66	\$12,308.34	05/07/24	06/04/24	5.370%
PURCHASE 2	\$2,500,000.00	\$2,489,752.78	\$10,247.22	05/14/24	06/11/24	5.365%
PURCHASE 3	\$4,000,000.00	\$3,983,604.44	\$16,395.56	05/21/24	06/18/24	5.365%
PURCHASE 4	\$1,000,000.00	\$995,901.11	\$4,098.89	05/28/24	06/25/24	5.365%
PURCHASE 5	\$3,043,000.00	\$3,030,527.08	\$12,472.92	06/11/24	07/09/24	5.365%
PURCHASE 6	\$2,700,000.00	\$2,688,933.00	\$11,067.00	06/11/24	07/09/24	5.365%
PURCHASE 7	\$2,500,000.00	\$2,489,772.23	\$10,227.77	06/18/24	07/16/24	5.355%
PURCHASE 8	\$4,000,000.00	\$3,983,728.88	\$16,271.12	06/25/24	07/23/24	5.324%
PURCHASE 9	\$1,000,000.00	\$995,901.11	\$4,098.89	07/02/24	07/30/24	5.365%
PURCHASE 10	\$3,093,000.00	\$3,080,322.13	\$12,677.87	07/16/24	08/13/24	5.365%
PURCHASE 11	\$2,700,000.00	\$2,688,933.00	\$11,067.00	07/16/24	08/13/24	5.365%
PURCHASE 12	\$2,500,000.00	\$2,489,752.78	\$10,247.22	07/23/24	08/20/24	5.365%
PURCHASE 13	\$4,000,000.00	\$3,983,557.76	\$16,442.24	07/30/24	08/27/24	5.381%
PURCHASE 14	\$1,198,000.00	\$1,193,098.85	\$4,901.15	08/20/24	09/17/24	5.355%
PURCHASE 15	\$2,000,000.00	\$1,991,848.88	\$8,151.12	08/27/24	09/24/24	5.335%
PURCHASE 16	\$1,000,000.00	\$991,864.44	\$8,135.56	08/06/24	10/01/24	5.346%
PURCHASE 17	\$2,000,000.00	\$1,984,055.56	\$15,944.44	08/27/24	10/22/24	5.238%
PURCHASE 18	\$2,000,000.00	\$1,974,444.16	\$25,555.84	08/22/24	11/21/24	5.192%
PURCHASE 19	\$2,500,000.00	\$2,468,055.20	\$31,944.80	08/22/24	11/21/24	5.192%
TOTALS	\$46,734,000.00	\$46,491,745.05	\$242,254.95			

Mendocino Coast Health Care District
 Restricted Capital Fund
 Recap of Treasury Bill Inventory Portfolio (Current Holdings)
 Monthly Investment Board Report as of 12-05-2024

DESCRIPTION	PAR VALUE	PURCHASE PRICE	FOOTNOTE (A)			INVESTMENT RATE %
			INVESTMENT INCOME	PURCHASE DATE	MATURITY DATE	
8 WEEKS						
PURCHASE 1	\$2,024,100.00	\$2,009,647.93	\$14,452.07	10/29/24	12/24/24	4.687%
13 WEEKS						
PURCHASE 1	\$2,000,000.00	\$1,977,047.78	\$22,952.22	09/26/24	12/26/24	4.656%
PURCHASE 2	\$3,500,000.00	\$3,461,072.23	\$38,927.77	12/05/24	03/06/25	4.511%
17 WEEKS						
PURCHASE 1	\$2,700,000.00	\$2,655,553.49	\$44,446.51	08/20/24	12/17/24	5.134%
26 WEEKS						
PURCHASE 1	\$1,160,600.00	\$1,135,545.87	\$25,054.13	09/26/24	03/27/25	4.425%
PURCHASE 2	\$2,064,700.00	\$2,019,763.52	\$44,936.48	12/05/24	06/05/25	4.462%
TOTALS	\$13,449,400.00	\$13,258,630.82	\$190,769.18			

FOOTNOTE (A)

MATURITY MONTH	INVESTMENT INCOME
Jun-24	\$43,050.01
Jul-24	\$50,038.81
Aug-24	\$54,533.22
Sep-24	\$13,052.27
Oct-24	\$24,080.00
Nov-24	\$57,500.64
Dec-24	\$7,241.11
Sub Total	\$249,496.06

Mendocino Coast Health Care District
 Recap of Treasury Bill Inventory Portfolio (Matured)
 as of 12-05-2024

	PAR VALUE	PURCHASE PRICE	INVESTMENT INCOME	PURCHASE DATE	MATURITY DATE	INVESTMENT RATE %
4 WEEKS						
PURCHASE 1	\$3,000,000.00	\$2,987,691.66	\$12,308.34	05/07/24	06/04/24	5.370%
PURCHASE 2	\$2,500,000.00	\$2,489,752.78	\$10,247.22	05/14/24	06/11/24	5.365%
PURCHASE 3	\$4,000,000.00	\$3,983,604.44	\$16,395.56	05/21/24	06/18/24	5.365%
PURCHASE 4	\$1,000,000.00	\$995,901.11	\$4,098.89	05/28/24	06/25/24	5.365%
PURCHASE 5	\$3,043,000.00	\$3,030,527.08	\$12,472.92	06/11/24	07/09/24	5.365%
PURCHASE 6	\$2,700,000.00	\$2,688,933.00	\$11,067.00	06/11/24	07/09/24	5.365%
PURCHASE 7	\$2,500,000.00	\$2,489,772.23	\$10,227.77	06/18/24	07/16/24	5.355%
PURCHASE 8	\$4,000,000.00	\$3,983,728.88	\$16,271.12	06/25/24	07/23/24	5.324%
PURCHASE 9	\$1,000,000.00	\$995,901.11	\$4,098.89	07/02/24	07/30/24	5.365%
PURCHASE 10	\$3,093,000.00	\$3,080,322.13	\$12,677.87	07/16/24	08/13/24	5.365%
PURCHASE 11	\$2,700,000.00	\$2,688,933.00	\$11,067.00	07/16/24	08/13/24	5.365%
PURCHASE 12	\$2,500,000.00	\$2,489,752.78	\$10,247.22	07/23/24	08/20/24	5.365%
PURCHASE 13	\$4,000,000.00	\$3,983,557.76	\$16,442.24	07/30/24	08/27/24	5.381%
PURCHASE 14	\$1,198,000.00	\$1,193,098.85	\$4,901.15	08/20/24	09/17/24	5.355%
PURCHASE 15	\$2,000,000.00	\$1,991,848.88	\$8,151.12	08/27/24	09/24/24	5.335%
PURCHASE 16	\$1,000,000.00	\$991,864.44	\$8,135.56	08/06/24	10/01/24	5.346%
PURCHASE 17	\$2,000,000.00	\$1,984,055.56	\$15,944.44	08/27/24	10/22/24	5.238%
PURCHASE 18	\$2,000,000.00	\$1,974,444.16	\$25,555.84	08/22/24	11/21/24	5.192%
PURCHASE 19	\$2,500,000.00	\$2,468,055.20	\$31,944.80	08/22/24	11/21/24	5.192%
PURCHASE 20	\$1,000,000.00	\$992,758.89	\$7,241.11	10/08/24	12/03/24	4.754%
TOTALS	\$47,734,000.00	\$47,484,503.94	\$249,496.06			



Mendocino Coast Health Care District	
Summary of Cash Balances as of October 31, 2024	
Fiscal Year Ending June 30, 2025	
	10/31/2024
<u>Improvements & Measure C Fund:</u>	
Wells Fargo Bank- possession held by Adventist Health- Footnote 1	\$4,783,950
<u>Restricted Capital Fund:</u>	
Treasury Bills	\$13,213,053
<u>Operations Fund:</u>	
Tri Counties Bank (Operations Account)	\$639,631
Tri Counties Bank (Measure C Tax Revenue Account)	\$110,155
LAIF	\$618,325
TOTAL	<u>\$19,365,114</u>
Footnote 1: Currently being reconciled for recent AH CapEx purchases with supporting invoices and MCHCD Board approval.	



Mendocino Coast Health Care District		
Summary of Cash Balances as of November 30, 2024		
Fiscal Year Ending June 30, 2025		
	11/30/2024	PAR VALUE
Improvements & Measure C Fund:		
Wells Fargo Bank- possession held by Adventist Health- Footnote 1	\$4,783,950	
Restricted Capital Fund:		
Treasury Bills- U.S. Treasury	\$8,770,554	\$8,884,700
Treasury Bills (Tri Counties Bank awaiting placement)	\$4,500,000	
Operations Fund:		
Tri Counties Bank (Operations Account)	\$549,409	
Tri Counties Bank (Measure C Tax Revenue Account)	\$110,336	
LAIF	\$618,325	
TOTAL	\$19,332,574	
Footnote 1: Currently being reconciled for recent AH CapEx purchases with supporting invoices and MCHCD Board approval.		



REGULAR MEETING OF THE BOARD OF DIRECTORS
MENDOCINO COAST HEALTH CARE DISTRICT
MINUTES

Thursday, September 26, 2024, at 6:00 PM
Redwoods Room, Adventist Health Mendocino Coast Hospital Campus
700 River Drive, Fort Bragg, CA.

CONDUCT OF BUSINESS

1. CALL THE MEETING TO ORDER

Chair Garza called the meeting to order at 6:01 p.m.

This meeting was held in-person and by teleconference in accordance to the Brown Act.

Directors Present:	Chair Paul Garza, Jr.	Vice Chair Paul Katzeff
	Secretary Susan Savage	Treasurer Sara Spring
	Jan McGourty	

A quorum of the Board was present.

Management Team:	Agency Administrator Katharine Wylie
	Chief Financial Officer Wayne Allen
	District Legal Counsel Craig Steele
	Clerk of the Board Norma I. Alley, MMC

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Chair Garza called for public comment.

Malcolm Macdonald spoke on public comment opportunity on agendas and election endorsements.

Seeing no further comment, Chair Garza closed public comment.

3. REPORTS

3a) Receive and file MCHCD Board Chair's Report

Chair Garza reported on his written report and fielded inquiry from the Board.

Treasurer Spring requested a discussion on Measure C funds on a future agenda. Chair Garza directed staff to add a discussion item to a future agenda.

3b) Receive Mendocino Coast Healthcare Foundation

There was no report from the Mendocino Coast Healthcare Foundation.

3c) Receive and file Adventist Health Monthly Report

Adventist Health Mendocino Coast Hospital President Judy Leach and Facilities Manager Peter Johnston presented on general hospital matters pertaining to the District and fielded inquiry from the Board. President Leach introduced Physician Department Chief of Staff Dr. Robin Serrahn and General Surgeon Dr. Mauricio Heilbron.

3d) Receive and file Traditional Medicine Symposium Report

Vice Chair Katzeff reported on the symposium.

3e) Receive and file Agency Administrator's Report

Agency Administrator Wylie reported on her written report and provided updates on general matters of the District and fielded inquiry from the Board.

Chair Garza called for public comment on all reports provided.

Malcolm Macdonald provided general comments regarding reports provided.

Seeing no further comments, Chair Garza closed public comment.

4. CONSENT CALENDAR

There was a request to consider items separately.

4a) Draft Minutes of the 8/22/2024 Regular Meeting

Chair Garza called for public comment.

Malcolm Macdonald provided general comments regarding the agenda item.

Seeing no further comment, Chair Garza closed public comment.

Treasurer Spring requested the minutes be amended to include the pending litigation case heard during Closed Session.

Motion: Director McGourty made a motion to approve the August 22, 2024, minutes, as amended. Motion was seconded by Treasurer Spring. The motion was approved by a 5 Yes/0 No vote.

4b) Draft Minutes of the 9/9/2024 Regular Meeting

Treasurer Spring requested an amendment to remove requesting approval for her participating via teleconference.

Secretary Savage requested an amendment of striking “due to the Special Meeting” under Public Comment.

Motion: Secretary Savage made a motion to approve the September 9, 2024, minutes, as amended. Motion was seconded by Director McGourty. The motion was approved by a 5 Yes/0 No vote.

4c) MCHCD/LWV Candidate Forum, held in conjunction with the non-partisan Mendocino County League of Women Voters, on October 2, 2024, at Fort Bragg Town Hall, 6:00-7:30 pm.

Treasurer Spring expressed concern supporting the event.

General discussion ensued amongst the Board regarding the Forum location and the District financially supporting the event.

Motion: Chair Garza made a motion to approve financial support of facility rental costs. Motion was seconded by Vice Chair Katzeff. The motion was approved by a 5 Yes/0 No vote.

4d) Letter of Support to Governor Newsom, AB869

Motion: Secretary Savage made a motion to send a letter of support. Motion was seconded by Director McGourty. The motion was approved by a 5 Yes/0 No vote.

Chair Garza called a recess at 8:07 p.m. The meeting reconvened at 8:12 p.m.

5. NEW BUSINESS

5a) Receive and consider adoption of the Board Bylaws amendments

Secretary Savage and Director McGourty summarized the agenda report and fielded inquiry from the Board.

Chair Garza called for public comment.

Malcolm Macdonald provided general comments regarding the agenda item.

Seeing no further comment, Chair Garza closed public comment.

General discussion ensued amongst the Board regarding term of office and when service would end. District Legal Counsel Steele clarified stating Board Members serve until their successor is elected and seated into office.

Motion: Secretary Savage made a motion to approve the Bylaws. Motion was seconded by Director McGourty. The motion was approved by a 5 Yes/0 No vote.

5b) Receive and consider Board Travel and Reimbursement Policy

Secretary Savage and Director McGourty summarized the agenda report and fielded inquiry from the Board.

Chair Garza called for public comment. Seeing no one come forward, Chair Garza closed public comment.

General discussion ensued regarding the daily maximum amount allowable for reimbursement.

Motion: Secretary Savage made a motion to approve the policy with the additional language noting while traveling for District business, the maximum daily meal reimbursement will be \$80 per person per day and omit the starred examples. Motion was seconded by Treasurer Spring. The motion was approved by a 3 Yes/2 No (Garza/McGourty) vote.

5c) Consider a change of date in the Regular meeting calendar for October 2024

Agency Administrator Wylie provided a brief report.

Chair Garza called for public comment. Seeing no one come forward, Chair Garza closed public comment.

Motion: Treasurer Spring made a motion to approve changing the Regular Meeting to October 24, 2024. Motion was seconded by Secretary Savage. The motion was approved by a 5 Yes/0 No vote.

Chair Garza asked the Board if there were any objections to combining Items 5d, 5e, 5f, 5g. Seeing no objections the four items were collectively.

5d) Receive Check Register Report, as of 8/31/24, CFO Wayne Allen.

5e) Receive Actual vs. Budget Report, as of 8/31/24, CFO Wayne Allen.

5f) Receive Treasury Bill Inventory Portfolio as of 8/31/24, CFO Wayne Allen.

5g) Receive Summary of Cash Balances as of 8/31/24

Chief Financial Officer Allen reported on the District's financial matters and fielded inquiry from the Board.

Chair Garza called for public comment.

Malcolm Macdonald provided general comments regarding the agenda item.

Terry Ramos provided general comments regarding the agenda item.

Adventist Health Mendocino Coast Hospital President Judy Leach provided general comments regarding the agenda item.

Adventist Health Mendocino Coast Hospital Facilities Manager Peter Johnston provided general comments regarding the agenda item.

Linda Williams provided general comments regarding the agenda item.

Seeing no further comment, Chair Garza closed public comment.

6. CLOSED SESSION

6a) Gov. Code §54956.8: Conference with Real Property Negotiators, 721 River Drive, Fort Bragg. Ca.
District Negotiators: Appointed District ad hoc Subcommittee and legal counsel Negotiating parties: GL Bruno, Agent,
Mendocino Coast Medical Plaza, LLC.

Under negotiation: price and terms of payment of possible purchase.

Chair Garza called for public comment.

Adventist Health Mendocino Coast Hospital President Judy Leach provided general comments regarding the agenda item.

Seeing no further comment, Chair Garza closed public comment.

District Legal Counsel led the Board into Closed Session at 9:38 p.m.

The Closed Session adjourned and the Regular Meeting reconvened at 9:58 p.m.

6b) Report out from Closed Session

Chair Garza reported there was no reportable action.

7. COMMENTS FROM THE BOARD

There were no comments from the Board.

8. ADJOURNMENT

Seeing no further business, Chair Garza adjourned the meeting at 10:00 p.m.

Respectfully Submitted,

Norma I. Alley, MMC, Clerk of the Board



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REGULAR MEETING OF THE BOARD OF DIRECTORS
MENDOCINO COAST HEALTH CARE DISTRICT
MINUTES

Thursday, October 24, 2024, at 6:00 PM
Redwoods Room, Adventist Health Mendocino Coast Hospital Campus
700 River Drive, Fort Bragg, CA.

CONDUCT OF BUSINESS

1. CALL THE MEETING TO ORDER

Chair Garza called the meeting to order at 6:00 p.m.

This meeting was held in-person and by teleconference in accordance with the Brown Act.

Directors Present:	Chair Paul Garza, Jr.	Vice Chair Paul Katzeff
	Secretary Susan Savage	Treasurer Sara Spring
	Jan McGourty	

A quorum of the Board was present.

Management Team:	Agency Administrator Katharine Wylie
	Chief Financial Officer Wayne Allen
	Clerk of the Board Norma I. Alley, MMC

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Chair Garza called for public comment.

Peter Litt shared concern of Adventist Health closing hospice and neonatal services, spoke to lease negotiations, and shared a family experience regarding recent care.

Gabriel Maroney spoke to holding a public forum regarding current issues, calling a Planning Committee Meeting, and thanked the Board for their work.

Adventist Health Mendocino Coast Hospital President Judy Leach spoke to discussions between Adventist Health and Mendocino Coast Health Care District.

Dr. Sandy Mendel, MD, shared an experience regarding recent health care service.

Seeing no further comment, Chair Garza closed public comment.

Motion: Vice Chair Katzeff made a motion to hear Item 5. New Business out of order. Motion was seconded by Treasurer Spring. The motion was approved by a 5 Yes/0 No vote.

5. NEW BUSINESS

5a) Receive and consider approval of a contract with the Chartis Group, LLC, for Strategic & Operational Assessment services.

This item was heard out of order.

Chartis Group Representative Billy Balfour provided a report and fielded inquiry from the Board.

Chair Garza called for public comment.

Supervisor Ted Williams provided general comments regarding the agenda item.

Gabriel Maroney provided general comments regarding the agenda item.

Adventist Health Physician Rikki Spenser provided general comments regarding the agenda item.

Dr. Sandy Mendel provided general comments regarding the agenda item.

Linda Williams provided general comments regarding the agenda item.

Adventist Health Mendocino Coast Hospital President Judy Leach provided general comments regarding the agenda item.

Nurse Lynn Finley provided general comments regarding the agenda item.

Michael Blaisdell provided general comments regarding the agenda item.

Jerry Stavely provided general comments regarding the agenda item.

Seeing no further comments, Chair Garza closed public comment.

Motion: Director McGourty made a motion to approve a contract for Strategic & Operational Assessment services with the Chartis Group, LLC, and to provide both Medicare and Medicaid data. Motion was seconded by Secretary Savage. The motion was approved by a 5 Yes/0 No vote.

3. REPORTS

3a) Receive and file MCHCD Board Chair's Report

Chair Garza reported on his written report and fielded inquiry from the Board.

3b) Receive and file Check Register Report

Chief Financial Officer Garza presented the report and fielded inquiry from the Board.

Treasurer Spring expressed concern there is no Board oversight of funds, disagreed that the monies being held in Wells Fargo were Measure C monies, and requested a discussion of the Measure C funds at a future meeting.

Chair Garza requested the Board support a letter be sent to Adventist Health requesting data. Unanimous support was provided by the Board.

Chair Garza called a break at 7:21 p.m. The meeting reconvened at 7:27 p.m.

3c) Receive Adventist Health Improvement Fund - Allocation Report for October 2024

Adventist Health Mendocino Coast Hospital Facilities Manager Peter Johnston presented on general hospital matters pertaining to the District and fielded inquiry from the Board. He requested the Board consider approving a payment of \$400,000 to Adventist Health and approve a \$1.9M payment from the Improvement Fund for projects in the report.

Chair Garza called for public comment.

Malcolm Macdonald provided general comments regarding the agenda item.

A Citizen provided general comments regarding the agenda item.

Dr. William Miller provided general comments regarding the agenda item.

Seeing no further comments, Chair Garza closed public comment.

3d) Receive and file Agency Administrator's Report

Agency Administrator Wylie reported on her written report and provided updates on general matters of the District and fielded inquiry from the Board.

4. CONSENT CALENDAR

4a) Draft Minutes of the 9/26/2024 Regular Meeting; Draft Minutes of 10/1/2024 Special Meeting; and Draft Minutes of the 10/17/2024 Special Meeting

Chair Garza called for public comment. Seeing no one come forward, he closed public comment.

Treasurer Spring requested the 9/26/2024 be reviewed for accuracy of Chair Garza's consideration of hearing Measure C at a future meeting.

Motion: Director McGourty made a motion to postpone the 9/26/2024 minutes and approve the remaining Consent Calendar items. Motion was seconded by Treasurer Spring. The motion was approved by a 4 Yes/1 No (Katzeff) vote.

5. NEW BUSINESS

5a) Receive and consider approval of a contract with the Chartis Group, LLC, for Strategic & Operational Assessment services

This item was heard out of order.

6. CLOSED SESSION

6a) Gov. Code §54956.8: Conference with Real Property Negotiators, 700 River Drive, Fort Bragg, Ca.
District Negotiators: Wayne Allen, Chief Restructuring Officer, MCHCD.
Negotiating party: Eric Stevens, President, Northern California Network, Adventist Health.
Under negotiation: Terms of the Lease Agreement, dated July 1, 2020.

Chair Garza called for public comment.

Gabriel Maroney provided general comments regarding the agenda item.

A Citizen provided general comments regarding the agenda item.

Seeing no further comment, Chair Garza closed public comment.

Chair Garza led the Board into Closed Session at 8:12 p.m. The Closed Session adjourned and the Regular Meeting reconvened at 9:07 p.m.

6b) Report out from Closed Session

Chair Garza reported there was no reportable action.

7. COMMENTS FROM THE BOARD

There were no comments from the Board.

8. ADJOURNMENT

Seeing no further business, Chair Garza adjourned the meeting at 9:09 p.m.

Respectfully Submitted,

Norma I. Alley, MMC, Clerk of the Board



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4. REGULAR CALENDAR

4a) After discussion the Board by a vote of 4:0 (Director Savage absent) approved the Adventist Health CapEx Improvements Schedule for Q4-2024, Q1-2025 & Q2-2025 as presented by Peter Johnston, Facilities Manager, Adventist Health Mendocino Coast Hospital.

5. ADJOURNMENT

Seeing no further business, Chair Garza entertained a motion to adjourn the meeting at 2:30 pm, which was passed on 4:0 vote (Director Savage absent).

Dated: November 7, 2024

Katharine D. Wylie, MS Ed.
Agency Administrator
Mendocino Coast Health Care District



MENDOCINO COAST HEALTH CARE DISTRICT

RESOLUTION 2024-12
December 12, 2024

WHEREAS, the Mendocino Coast Health Care District (hereinafter "District") maintains various bank accounts with Tri-Counties Bank and

WHEREAS, the District's accounts (last three numbers) at Tri-Counties Bank are:

- Mendocino Coast Health x244
- Mendocino Coast Health x679

WHEREAS, due to the District having new Board of Director Officers it is necessary to notify Tri-Counties Bank of the needed changes of signatory authority; and

WHEREAS, all persons who act as authorized signatories for the District are required to be covered under BETA Directors & Officers Healthcare Insurance Program for government entities for the benefit of Mendocino Coast Health Care District.

NOW, THEREFORE, IT IS ORDERED AND RESOLVED that the following District Officers and/or Directors of the District have authority to disburse or withdraw funds from the District's bank accounts with Tri-Counties Bank: Paul Garza Jr., Chair of the Board of Directors or Susan Savage, Secretary of the Board of Directors, and Wayne Allen, Chief Financial Officer. Disbursement or withdrawals of District funds in excess of \$10,000.00 require the authorization of at least two (2) of the Officers/ Directors identified in this Resolution.

The Board of Directors of the Mendocino Coast Health Care District at a regularly scheduled meeting of the Board passed this Resolution on December 12, 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____



Signed,

Paul Garza Jr., Chair of the Board of Directors

Attest,

Susan Savage, Secretary of the Board of Directors



MENDOCINO COAST HEALTH CARE DISTRICT

RESOLUTION 2024-13

December 12, 2024

AUTHORIZING INVESTMENT OF MONIES
IN THE LOCAL AGENCY INVESTMENT FUND, ACCOUNT NO 2X-XX-001

WHEREAS, the Local Agency Investment Fund (LAIF) is established in the State Treasury under Government Code Section 16429.1 et seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code § 16429.1 et seq. for the purpose of investment as provided therein is in the best interests of the Mendocino Coast Health Care District;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of Mendocino Coast Health Care District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code § 16429.1 et seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Mendocino Coast Health Care District officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Wayne Allen, Chief Financial Officer
Paul Garza Jr., Chair of the Board of Directors
Susan Savage, Secretary of the Board of Directors



Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office. This resolution rescinds any previous resolution pertaining to the District's LAIF account. Disbursement or withdrawals of District funds in excess of \$10,000.00 require the authorization of at least two (2) of the Officers/Directors identified in this Resolution.

The Board of Directors of the Mendocino Coast Health Care District at a regularly scheduled meeting of the Board passed this Resolution on Dec. 12, 2024, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Signed,

Paul Garza Jr., Chair of the Board of Directors

Attest,

Susan Savage, Secretary of the Board of Directors

Re: Measure C Committee- Brief CV

From Robert van Buuren <robvanb@hotmail.com>
Date Tue 10/8/2024 8:04 AM
To Paul Garza <pgarza@mcdh.org>
Cc Kathy Wylie <kwylie@mcdh.org>

Hi Paul,

[Item 6d](#)

Thanks for the update. Here is a brief biography to introduce myself:

I've lived on the coast for 35+ years. When I first moved here, I worked for a physical therapy contractor as a Physical Therapy Assistant at MCDH for around 13 years. After that I worked as a computer programmer at Wind and Weather, until that company was sold to a dotcom company. I then worked for Fort Bragg Unified School District as a math and science teacher, then at Round Valley Unified School District as an elementary and middle school principal. I am now partially retired from those positions.

I have a BA in Geology from San Francisco State University, a single-subject teaching credential from Dominican University, and an administrative services credential from Humboldt State University. My teaching subject matter competencies are in Earth Science, Biology, Physics and Foundational Mathematics

My personal background is that I'm married, and my wife currently works at the Coast Hospital as a nursing supervisor. I have three grown children who grew up in this community. My wife and I have been actively supporting this community by volunteer activities, specifically by volunteering as soccer coaches and by supporting various school activities. I am currently serving on the Fort Bragg Police Fentanyl Task Force.

I believe that I have the skill set, as well as the dedication to the well-being of this community, to serve effectively on the Measure C oversight committee. I look forward to meeting you in person.

Robert



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TO: Paul Garza, MCHCD Chair, Wayne Allen, MCHCD CFO, Paul Katzeff, MCHCD,
Kathy Wylie, Agency Administrator

FROM: Eric Stevens, Adventist Health President Northern California Network

DATE: 11/22/2024

RE: Lease Restructure

Thank you for the continued dialogue in creating a path forward with the restructure of the lease agreement. As we continue to work in good faith with the Healthcare District we have identified 2 minor items which should close out the negotiations and get us to a fresh start in 2025. The first is language in 19.11 and the second is consideration of transferring the Hospice Thrift Store back to the District.

19.11 Economically Unfeasible Notice. If Tenant determines that the Medical Business is no longer economically feasible, Tenant shall, at any time, have the right to deliver a Notice to Landlord proposing either (i) a restructuring of the terms of this Lease, setting forth the terms of such restructuring (the "Restructure Notice") or (ii) a notice of termination ("Termination Notice"). The Lease shall terminate two hundred and seventy days after Landlord receives the Termination Notice. Upon receipt of the Restructure Notice, Landlord and Tenant shall meet and confer in good faith to negotiate a new structure based on Tenant's Restructure Notice. If the parties do not come to an agreement within sixty (60) days following Landlord's receipt of the Restructure Notice, Landlord shall be deemed to have rejected Tenant's Restructure Notice terms and Tenant thereafter shall have the right to terminate this Lease upon two hundred seventy (270) days' Notice of termination to Landlord.

Hospice Thrift Store. Mendocino Coast Healthcare District (MCHCD), has an option to regain full control of operations of the Hospice Thrift Store located at 155 Boatyard Dr., Fort Bragg, CA. MCHCD will inform AH of their decision by February 1, 2025. If affirmed, all financial and operational responsibilities would transfer from AHMC to MCHCD on July 1, 2025.

We look forward to commencing this work and appreciate your continued collaboration in serving our coastal communities.



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**Bylaws of the Measure C Taxpayer Oversight Committee
Amended by the Board of Directors
December 12, 2024**

ARTICLE I. GENERAL INFORMATION

In accordance with Measure "C" parcel tax of the Mendocino Coast Healthcare District ("District"), passed by the voters on June 5, 2018, the Mendocino Coast Healthcare District Board of Directors ("Board") has established a Measure "C" Taxpayer Oversight Committee ("Committee") which shall have the duties set forth in these Bylaws.

The name of this committee shall be the "Mendocino Coast Healthcare District Measure "C" Taxpayer Oversight Committee, hereinafter referred to as the "Committee."

The Measure C parcel tax applies from fiscal year 2018-19 through 2029-30.

Section 1. Purpose

The Committee shall review proposed Measure C spending and recommend to the Board whether it aligns with Measure C's purposes. Additionally, the Committee will review and report on Measure C revenue to ensure it is used exclusively for its intended purpose: *to attract and retain high quality doctors/nurses, maintain local emergency room, obstetric, surgical, ambulance and related 911 services, and make critical repairs and upgrades to medical equipment/facilities.*

The Board retains exclusive authority and responsibility for the expenditure of all Measure "C" revenues.

Section 2. Duties

The Committee acts in accordance with, and has all rights and responsibilities set forth in, *The Ralph M. Brown Act*, Government Code §54950, et seq., as is now in effect or as amended in the future. The Committee has responsibility to act transparently and in the best interests of the public. Members of the Committee serve as unpaid volunteers, at the pleasure of the MCHCD Board.

The committee shall review the District's budgets and expenditure reports to ensure parcel tax revenue is planned and spent according to the purposes outlined in Measure C, as approved by voters.

Each year, the Committee will present an Annual Report to the Board in open session, within 60 days of the close of the Fiscal Year. The report will summarize the Committee's activities and state whether the previous year's parcel tax revenue was spent in line with Measure C's purposes, with all reports available on the District's website. Reports



representing the Committee's position must be reviewed and approved by a majority vote at a meeting with a quorum. Only the Chair or designee may present these reports to the public.

Regular attendance is a key responsibility for all Committee members. Missing two consecutive meetings may result in removal. Members should notify the Chair or District-designated Secretary at least 24 hours before a meeting if they expect to be absent.

Committee members must comply with the conflict-of-interest rules pursuant to the prohibitions contained in Article 4 (commencing with Section 1090) of Division 4 of Title 1 of the Government Code ("Article 4") and Article 4.7 (commencing with section 1125) of Division 4 of Title 1 of the Government Code ("Article 4.7"):

- Members cannot have a financial interest in any actions they take in their official capacity or through the Committee.
- Members cannot engage in paid work or activities that conflict with their duties as Committee members or with the responsibilities of the Committee or the District.
- Members of the Committee are not subject to the Political Reform Act (Gov. Code §81000 *et seq.*), and are not required to complete Form 700.

Section 3. Committee Organization.

Appointment

The Committee will have five voting members, appointed solely at the discretion of the MCHCD Board. The Committee shall consist of District residents aged 18 or older. District employees, officials, vendors, contractors, or consultants cannot serve on the Committee. The Board will aim for diverse geographic and demographic representation when appointing members.

Committee member terms will be staggered: three members will serve an initial three-year term, and two will serve an initial four-year term. After that, all members will serve four-year terms, except those filling vacancies.

If a Committee position becomes vacant, the Board will appoint a replacement as soon as possible. If less than six months remain in the term and quorum is unaffected, the Board may leave the position vacant for the remainder of the term.

The Board may appoint a replacement Committee member if a member submits a written resignation to the Board, with a copy to the Committee Chair; or the Board removes a member for cause, such as non-attendance or violation of Bylaws or District



norms. Members filling unexpired terms may apply for a full four-year term. Members may continue serving after their term expires until a successor is appointed.

Quorum

Actions may be undertaken at a meeting only if half-plus-one of the Committee members are present. An agenda item may be approved by a simple majority of Committee members in attendance, a quorum being present. Members must be present to vote.

Committee Officers

Officers of the Committee shall be a Chair, and a Vice-Chair. The Healthcare District staff shall serve as non-voting Secretary to the Committee.

At the first meeting of each fiscal year, the Committee shall elect a Chair and a Vice-Chair.

Officers shall be elected for a one-year term and shall not be term-limited except for the limit on the terms of Committee members set forth in Section 3 above.

Chair

The Chair or his/her designee shall:

- Call Committee meetings and establish the meeting agenda in consultation with district staff and input from the committee.
- Preside over each Committee meeting, following the adopted Rules of Procedure.
- Serve as spokesperson for the Committee to the public, the Board, and the media.

Vice-Chair

The Vice-Chair shall perform each of the duties of the Chair as necessary in the absence of the Chair.

District-Designated Secretary

The District-designated Secretary, with the Chair's review, shall oversee the preparation, recording, and distribution and posting to the district's website, of the following documents in accordance with the Brown Act:

- Committee meeting agendas
- Reports, materials, and meeting packets for the Committee
- Meeting minutes
- Written materials submitted by the public
- Official correspondence to the Committee



Succession

The Vice-Chair will become Chair if that position becomes vacant. If the Vice-Chair position becomes vacant, it will be filled through an election at the next regular Committee meeting.

Resignation

Any Board member may resign effective upon giving written notice to the chair, the secretary, or the board, unless a notice specifies a later time for the effectiveness of such resignation.

Meetings

The Committee will meet quarterly, with special meetings scheduled as needed, at a fully-accessible district facility. Meetings shall be conducted with courtesy and decorum and in accordance with Robert's Rules of Order.

With the support of the District-designated Secretary, the Committee will promote its meetings to encourage public participation. Members should attend Board meetings when Measure C reports are presented.

Any member of the public present at a meeting may address the Committee during the period designated for public comment. The Chair may, at his/her discretion, choose in advance to place an equal time limit on all speakers.

Minutes

Committee minutes, documents, and reports will be public records, available on the District's website. The District will provide clerical support to help the Chair prepare, distribute, and post meeting minutes.

Dissolution

The Committee will dissolve following the submission of the final Annual Report in December of 2030.

Section 4. Maintenance of Bylaws.

A signed copy of these Bylaws shall be maintained on file in the District office, together with each adopted resolution making a change to the Bylaws. A current copy shall be maintained on the District website. Each Committee member shall be given a copy of the committee Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the MCHCD Board of Directors.



I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Mendocino Coast Healthcare District; and that the foregoing Bylaws comprising 5 (five) pages constitute the Bylaws of the Measure C committee, as amended and adopted at a meeting of the Board of Directors held on December 12, 2024.

Susan Savage

Secretary, Board of Directors

Date



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HEALTH MANAGEMENT ASSOCIATES

October 24, 2024

Katharine Wylie
Agency Administrator
Mendocino Coast Health Care District
PO BOX 579
Fort Bragg, CA 95437-0579

Re: Assistance with the Voluntary Rate Range Program (VRRP), and strategic analyses of the proposed county-wide Hospital Improvement District and Medi-Cal opportunities

Dear Katharine:

On behalf of Health Management Associates, Inc. (HMA), thank you for the opportunity to submit our proposal to provide consultative services to Mendocino Coast Health Care District (MCHCD). Based on MCHCD's request for assistance with the Voluntary Rate Range Program (VRRP), and studying the proposed county-wide Hospital Improvement District under consideration by the Mendocino and Lake County Board of Supervisors, HMA has developed this agreement for your review.

HMA has successfully tackled a wide variety of health care issues, working directly with federal, state, and local government agencies, health systems, health plans, providers, foundations, investors, community organizations, and associations to effect change. We stand ready to assist MCHCD with this work.

SCOPE OF SERVICES

HMA will provide the following services and any other tasks, as requested:

- Investigate why MCHCD did not receive matching funds for Rating Period CY 2021 (interim) and Rating Period 2019-20 Voluntary Rate Range Program (VRRP) and determine how MCHCD can reenter the VRRP.
- Provide assistance and support to MCHCD with participation in the in the CY 2024 VRRP with Partnership Health Plan of California. This work will include the following:
 - Provide initial information and education to MCHCD regarding participation in the VRRP process; this may take the form of conference calls and the provision of written materials. As necessary, HMA will work with executive managers, elected officials, attorneys, and others throughout the VRRP process.
 - Assist MCHCD to identify and submit its costs for the provision of plan services to plan patients during the reporting year to which the VRRP pertains. This involves understanding the California Department of Health Care Services (DHCS) requirements for calculating unreimbursed costs, etc.
 - Provide financial calculations to MCHCD regarding the dollar amounts involved in their VRRP at each step of the process.
 - Communicate with DHCS and/or Partnership Health Plan of California regarding any issue related to the VRRP including but not limited to the VRRP timelines, document language, etc.

- Provide MCHCD with drafts for their approval of any VRRP documents required by DHCS, including the Health Plan-Provider Agreement and the Intergovernmental Agreement with DHCS. These drafts will be based on the latest document templates provided by DHCS, modified to include information specific to the County Partnership Health Plan of California.
- Provide instruction and support to MCHCD regarding the timely execution and transmittal of the final signed documents to DHCS.
- Assist MCHCD with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan.
- Perform other activities as required to support the efficient and prompt implementation of the VRRP process.
- Study and provide initial observations on the proposed county-wide Hospital Improvement District under consideration by the Mendocino and Lake County Board of Supervisors for MCHCD.
- Provide Medi-Cal strategic analyses as requested.

DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables:

Deliverable	Description	Date
1.	<p>Investigate why MCHCD did not receive matching funds for previous rating periods</p>	<p>HMA will:</p> <ul style="list-style-type: none"> ■ Learn from MCHCD the background on not receiving matching funds for previous VRRP rating periods. ■ Inquire of the Department of Health Care Services and Partnership Health Plan why MCHCD was discontinued from the VRRP, and express MCHCD’s desire to re-enter and participate.
2.	<p>Assist MCHCD with CY 2024 VRRP process</p>	<p>HMA will:</p> <ul style="list-style-type: none"> ■ Provide information and education to MCHCD regarding participation in the VRRP process ■ Assist MCHCD to identify and submit its costs for the provision of plan services ■ Communicate with DHCS and or Partnership Health Plan of California ■ Provide MCHCD with drafts for their approval of any VRRP documents required by DHCS ■ Provide instruction and support to MCHCD regarding the timely execution and transmittal of the final signed documents to DHCS

	Deliverable	Description	Date
		<ul style="list-style-type: none"> ■ Assist MCHCD with any issues regarding the wiring of funds to DHCS and the payment of the VRRP-funded proceeds by the plan; and ■ Perform other activities as required to support the efficient and prompt implementation of the VRRP process 	
3.	Provide financial calculations to MCHCD regarding the dollar amounts involved in their CY 2024 VRRP	HMA will provide estimates of what MCHCD will need to wire to DHCS as well as estimates for what MCHCD will receiving in matching funds.	TBD based on release of information from DHCS
4.	Study the proposed county-wide Hospital Improvement District	HMA will review and provide analysis on the draft Management District Plan outlining the district’s boundaries, service plan, and budget.	November and December 2024
5.	Medi-Cal Strategy	HMA will provide MCHCD with recommendations as requested for protecting the district’s interests and returns from the Medi-Cal program.	Ongoing

STAFFING

Associate Principal Jason Silva will serve as the project manager and will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with MCHCD. In addition to Mr. Silva, Managing Principal Steve Soto and Principals Matt Sandoval and Tony Banda will be assigned to this project. Additional HMA staff will provide services for the project as appropriate.

Short biographies for the individuals who will be providing services on this project are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on November 1, 2024, and continue in effect until either party gives the other party thirty (30) days written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date.

PROJECT FEES

The services described above will be provided on a time-and-materials basis. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. We will establish a limit on professional fees and travel time of \$50,000, including expenses. Project fees will not be incurred beyond this amount without your prior approval and a

written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	2024 Professional Hourly Rates
Physician Principal	\$585
Managing Principal/Director	\$510
Principal	\$500
Associate Principal	\$450
Senior Consultant	\$405
Consultant	\$280
Research Associate	\$215
Administrative, Clerical, and Support Staff	\$120

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) for the purpose of maintaining each client's confidential information and ensuring that your interests are protected.

HMA is not a lobbying firm and does not provide lobbying services. The scope of services and tasks identified above will not include any lobbying activities or advocacy on your behalf.

While HMA uses commercially reasonable efforts and best judgment to conform work as closely as possible to the expected assumptions of the CMS, Congressional Budget Office, and other organizations as appropriate, HMA cannot warrant that these organizations will adopt identical assumptions or reach the same conclusions. HMA will perform all work under this contract in a manner consistent with all applicable professional standards and will make all commercially reasonable efforts to ensure the accuracy and quality of the work.

Both parties acknowledge that, in the course of performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party has an obligation of confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All of the services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of

HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and Conditions will constitute the entire agreement between HMA and Mendocino Coast Health Care District related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

If this Letter Agreement is acceptable to you, please sign and return to HMA's contracts senior director, Jeff DeVries via email, fax, or mail to the following address.

Jeff DeVries
Health Management Associates
2501 Woodlake Cir, Ste 100
Okemos, MI 48864
contracts@healthmanagement.com
517-482-0920 (fax)

Questions can be directed to me at (916) 329-8228 or ssoto@healthmanagement.com.

Sincerely,



Steve Soto
Managing Principal

Approved by:



Kelly Johnson, Chief Administrative Officer
Health Management Associates, Inc.

For Mendocino Coast Health Care District

October 24, 2024
Date

Date

Please complete for invoicing purposes:

Name: _____

Address: _____

Phone: _____

E-Mail: _____

Receive invoices via e-mail

STAFF EXPERIENCE

Jason Silva, JD, PMP, Associate Principal

Jason Silva is a compliance expert and is experienced in managed care and dual eligible populations. His background includes direct work in the industries of healthcare, insurance, and investment management.

He joined HMA after serving as a senior compliance analyst with Health Net, Inc., one of the Medicare-Medicaid plans selected by California for the state's dual eligible demonstration known as Cal MediConnect in both Los Angeles and San Diego counties. Mr. Silva served as the lead contact for the demonstration's federal and state regulators, and primarily worked on Medicare and Medicaid compliance, specifically focusing on dual eligible demonstrations, dual eligible special needs plans, and managed long-term services and supports. He served as the lead Health Net dual eligible compliance resource and was involved with all of the workgroups, including the state and federal regulators of the demonstrations. Mr. Silva is an expert in this area of healthcare and has provided presentations at various conferences.

Mr. Silva earned his juris doctorate degree from the University of Wisconsin Law School, and his bachelor's degree from the University of California, San Diego. He is a project management professional.

Steve Soto, Managing Principal

Steve Soto is a public healthcare leader with experience in public and managed care programs, including Medi-Cal, Medicaid, Medicare, and the Affordable Care Act (ACA). He has worked to develop and implement health programs for low-income populations, mental health, substance use, and multicounty provider networks. He has experience working in government relations and correctional healthcare as well.

A seasoned negotiator, he facilitated more than 50 contracts between the State of California and hospital systems and managed care organizations on behalf of the governor's office. He served California's Medicaid managed care program and oversaw dozens of health plan contracts worth billions of dollars covering millions of beneficiaries. He also analyzed the regulatory and operational impacts of new federal and state initiatives and has worked with federal, state, and local government officials on the operation and implementation of existing and new healthcare initiatives.

While a regional director and regional market leader at Molina Healthcare, Mr. Soto developed and maintained multicounty provider networks and led the implementation of California's efforts through

Medi-Cal and Covered California. These established coverage programs under the ACA, including fully integrated medical, mental health, substance use, and social services programs with county and city governments, health plans, and provider networks, including federally qualified health centers.

Mr. Soto earned a bachelor's degree in public administration from California State University, Sacramento.

Matthew Sandoval, CPHQ, CJCP, FACHE, Principal

Matthew Sandoval is an accomplished leader in healthcare with a proven track record of managing the administration, operations, and quality outcomes in large hospital systems.

Prior to joining HMA, Mr. Sandoval was chief quality officer/interim chief operating officer at Lakewood Regional Medical Center in Lakewood, California. He was responsible for quality outcomes for 172-bed acute care hospital and led a team of 10 directors covering ancillary departments including laboratory, respiratory therapy, radiology, pharmacy, facilities and biomed, as well as physical, occupational and speech therapy, and dietary and environmental service. He was responsible for the hospital's regulatory response from outside agencies such as the California Department of Health (CDH), Centers for Medicare and Medicaid Services (CMS), and The Joint Commission (TJC). Mr. Sandoval also designed the hospitals' COVID-19 response, including managing changes in guidance from the Centers for Disease Control and Prevention (CDC) and Los Angeles County Department of Public Health. He also successfully executed the hospitals' COVID-19 vaccine response clinics.

As chief deputy director/chief operating officer at Ventura County Healthcare Agency/Ventura County Medical Center and Santa Paula Hospital, Mr. Sandoval served as an operations leader and second in command with assumed oversight of the public health, behavioral health, hospitals, ambulatory care, medical examiner's office, Ventura County Health Plan and Animal Services of Ventura County in the absence of the director. He supervised an annual budget of \$850 million and coordinated a successful Joint Commission hospital accreditation survey. Mr. Sandoval also assisted in the overall ambulatory clinic operations of 15 hospital-based clinics, five exempt clinics, and 23 federally qualified healthcare centers (FQHCs) through monthly financial reviews.

Mr. Sandoval was previously an assistant hospital supervisor at Arrowhead Regional Medical Center in Colton, CA and was responsible for the performance improvement, infection control, medical staff office, medical library, risk management, cancer registry, regulatory and patient safety departments. He completed a successful General Acute Care relicensing survey conducted by the California Department of Public Health, implemented a strategic plan to reduce hospital infection rates through compliance with evidenced based practices, and initiated a culture of safety program with Beta Healthcare Group to implement a Just Culture program within 18 months. He also set strategic priorities to include the implementation of TeamSTEPPS training in the emergency, labor and delivery, and operating room departments.

Mr. Sandoval earned a master's degree in health administration and a bachelor's degree in psychology from the University of Southern California, Los Angeles. He is a Certified Professional in Healthcare Quality (CPHQ), a Certified Joint Commission Professional (CJCP), and a Fellow of the American College of Healthcare Executives.

Tony Banda, CPA, MBA, MHA, Principal

Tony Banda is a seasoned senior financial executive with extensive healthcare experience and a proven record of accomplishments in financial management and healthcare operations.

Prior to joining HMA, Mr. Banda served as vice president of finance and supply chain at JPS Health Network. He was responsible for the effective operations of accounting, financial planning and reporting, and reimbursement and supply chain functions for a \$1.5 billion public hospital. He developed improved models for accounts receivable valuation and net revenue recognition and led successful operating budgets that met targets under incredibly challenging conditions.

He served as senior director of finance at Cook County Health and worked as the chief financial officer at Franciscan Health where he provided effective leadership and financial and operational guidance. He led several million-dollar initiatives to enhance revenue and reduce costs, resulting in a \$30 million turnaround and return to profitability.

Mr. Banda's areas of expertise include healthcare finance and financial planning, financial turnaround, reimbursement and regulatory compliance, physician relations, managed care models, and process improvement. He is a creative problem-solver and strategic thinker focused on long-term organizational success.

Mr. Banda earned a master's degree in health administration from University of Saint Francis, a master's degree in business administration from Loyola University, and a bachelor's degree in accounting from Illinois State University. He is a Certified Public Accountant.

THREE MONTHS FREE ACCESS TO HMA INFORMATION SERVICES

As an HMA consulting client, you may be eligible for a three-month free trial to HMA Information Services (HMAIS), an online, subscription database that provides competitive information on the structure of Medicaid and Medicare by state. For additional information and to activate your free trial, [click here](#).

TERMS AND CONDITIONS

1. Compensation and Expenses. You agree to compensate HMA for the services to be provided by HMA ("Consulting Services") in accordance with the compensation schedule set forth in the Letter Agreement (the "Fees"). At its discretion, HMA may change the compensation schedule from time to time provided that (a) HMA may not change compensation quoted as a fixed price for an entire project for specified Consulting Services, and (b) individual hourly billing rates set forth in the Letter Agreement may not be increased more than once in any calendar year. You also agree to pay directly, or reimburse HMA, for HMA's reasonable and necessary out of pocket expenses incurred in rendering Consulting Services. Such reasonable and necessary expenses may include without limitation the expenses of telephone, photocopying, data acquisition, data generation, travel, lodging, meals, postage, overnight mail, and relevant supplies. HMA's expenses will be paid or reimbursed at HMA's cost, without any markup, margin, or profit to HMA.

2. Billing and Payment. At such intervals as are set forth in the Letter Agreement, HMA will send billing statements to you with a reasonable itemization of the Consulting Services performed by HMA, the expenses incurred by HMA, and the Fees payable by you for such Consulting Services. HMA's invoices are due upon receipt and become past due thirty (30) days after receipt. Past due invoices shall be subject to late charges of one percent (1%) per month. Until further notice from you, HMA's billing statements are to be sent by email, fax, and/or regular mail to the addressee of the Letter Agreement. You agree to pay each HMA billing statement in full within thirty (30) days of receiving the billing statement. Payments to HMA are preferred via electronic funds transfer (Bank: Bank of America, Account no. 375011515507 Account name: Health Management Associates, Inc. Routing no. 072000805 Wire routing no. 026009593), or, unless otherwise directed by HMA, mailed to the following address:

Health Management Associates, Inc.
PO Box 7411071
Chicago, IL 60674-1071

3. Contacts and Notices. For the purposes of this Agreement, each party agrees to identify a primary contact person to whom all Agreement matters and notices may be communicated. A party may change its contact person from time to time by written notice to the other party. Notice from one party to another relating to this Agreement is effective if made in writing (including fax and email) and delivered to the recipient's address, fax number, or email address. Until further notice, HMA's primary contact person and notice addresses are:

Contracts Senior Director
Health Management Associates, Inc.
2501 Woodlake Cir, Ste 100
Okemos, Michigan 48864
Fax 517-482-0920
E Mail: contracts@healthmanagement.com

Until further notice, your primary contact person and notice addresses are the addressee of the Letter Agreement.

4. Liability; Disclaimer of Warranty.

A. Subject to the limitations of this Section 4, each party agrees to be responsible for its own negligence, gross negligence, or deliberately wrongful acts and omissions and neither party will be liable to the other for consequential, punitive, special, incidental, and exemplary loss, damage or expenses (or for business interruption, lost business, lost profits or lost savings), whether based on breach of contract, tort (including negligence), strict liability, product liability, under statute or otherwise, even if it has been advised of the possibility of such damage.

B. Your exclusive remedy, and HMA's sole obligation, for any breach of this Agreement will be for HMA, upon receipt of written notice from you, to use commercially reasonable efforts to cure the breach at its own expense, or, if HMA is unwilling or unable to do so, to return any Fees paid to it by you for the Consulting Services related to such breach.

C. The limit of HMA's liability (whether in contract, tort, negligence, strict liability, product liability, under statute or otherwise) to you or to any third party concerning performance or non-performance by HMA, or in any manner related to this Agreement, for any and all claims, will not in the aggregate exceed the Fees and expenses paid by you to HMA hereunder.

D. All Consulting Services provided pursuant to this Agreement are provided on an "as is" basis. HMA makes and gives no warranty concerning the Consulting Services, express or implied, including any implied warranties of fitness for a particular purpose, all of which are hereby disclaimed.

E. This Section 4 will survive any termination of this Agreement.

5. Taxes. Each party is solely and completely responsible for any and all income taxes due and owing by it to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by it. This paragraph will survive any termination of this Agreement.

6. Work Product & Residuals.

A. **Definitions.** The definitions set forth in this Section 6(A) shall apply to this Agreement:

(i) "Preexisting Work" shall mean all of a party's content, expression, materials, documentation, software and technology possessed by the party prior to this Agreement or developed independently of this Agreement.

(ii) "Residuals" shall mean all of HMA's ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques and processes, and all intellectual property rights such as patent, trademark, and copyright, irrespective of whether possessed by HMA prior to, or acquired, developed or refined by HMA under this Agreement.

(iii) "Work Product" shall mean the deliverables hereunder including but not limited to all written, graphic, stored, and/or recorded materials prepared or generated in connection with HMA's Consulting Services, whether individually by HMA or jointly with you.

B. Except for the license granted in Section 6(H) below, all right, title, and interest (including, but not limited to, all copyrights, patents, trademarks, trade secrets and other

intellectual property rights) in all Work Product is and will remain the property of HMA.

C. All right, title, and interest (including, but not limited to, all copyrights, patents, trademarks, trade secrets and other intellectual property rights) in the Residuals and HMA's Preexisting Work are and will remain the property of HMA, together with any and all modifications, improvements, enhancements, or derivatives of the same, that were conceived, derived, authored, developed, or reduced to practice by HMA or otherwise were in HMA's possession prior to performance of the Consulting Services, or that are conceived, derived, authored, developed, or reduced to practice during the course of or in connection with the provision of Consulting Services whether by HMA alone or jointly with any input or participation from you.

D. To the extent such Work Product and Residuals are not deemed owned by HMA, you hereby assign to HMA all right, title and interest in the Work Product and Residuals, except for any of content, expression, materials, documentation, software and technology possessed by you prior to this Agreement which is incorporated therein ("Client IP"). You exclusively own and retain all right, title and interest (including, but not limited to, all copyrights, patents, trademarks, trade secrets and other intellectual property rights) to all Client IP.

E. HMA's ownership and use of Work Product and Residuals is subject to the restrictions of this Agreement as to your Confidential Information.

F. HMA retains the right to use any generalized knowledge, ideas, concepts, techniques, methodologies, practices, processes and know-how learned by its personnel in the course of performing the Consulting Services under this Agreement, which are retained in intangible form in the unaided memory of HMA's personnel, without any obligation to account to you. If during the performance of this Agreement, you suggest to HMA any new features, concepts or improvements related to or based upon HMA's Preexisting Work or Residuals or the Work Product (the "Enhancements"), the Enhancements shall be the sole and exclusive property of HMA and shall be free from the confidentiality restrictions provided in the Agreement.

G. The parties agree to sign documents and take other actions reasonably necessary to protect and enforce the rights and obligations created by this Section 6. This Section 6 will survive any termination of this Agreement.

H. **License.** Notwithstanding the foregoing, upon final payment of all amounts due to HMA hereunder, HMA grants you an irrevocable, nonexclusive, non-transferable, perpetual, paid-up, worldwide license (except as set forth in Section 6(H)(i)) to the Work Product, including any Residuals or HMA Preexisting Work therein, to use, copy, modify and prepare derivative works for your internal business purposes only. You may not distribute or sublicense the Work Product to any third party, except to independent contractors who will use the same solely for your benefit, and who have entered into a written agreement containing confidentiality provisions at least as protective of HMA's confidential information as those set forth in this Agreement. Under no circumstances may you distribute the Work Product, any Residuals or Company Preexisting Work to any entity which

competes with HMA without the express written permission of HMA.

(i) If this Agreement is terminated due to your breach, all licenses granted hereunder shall terminate.

7. HIPAA. The parties understand and agree that this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy Regulations, 45 C.F.R. Parts 160 and 164 issued under HIPAA. The parties agree to comply with HIPAA and the regulations issued under HIPAA and to execute any documents that may be required by HIPAA or the HIPAA Privacy Regulations.

8. Force Majeure. If, due to circumstances beyond the control of a party (such as war, act of God, flood, severe adverse weather conditions, riots, strikes, labor stoppages, natural disaster or fire), a party is unable to perform its obligations under this Agreement, then it will not be liable to the other party for failure to perform if it has, in good faith, used its best efforts to perform under the circumstances. A party will resume performance as soon as reasonably practical after the cessation of the circumstances that prevented its performance.

9. Publicity. HMA may, in the context of a written list containing its clients, publish the fact that you are its client.

10. Severability. If any clause, portion, provision, concept, or section of this Agreement is legally unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement.

11. Governing Law. This Agreement will be construed, governed, and enforced in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. The parties agree that, for purposes of jurisdiction and venue, all litigation arising under or in connection with this Agreement will be conducted in courts located in the State of Michigan.

12. Entire Agreement and Amendments. These Terms and Conditions and the attached Letter Agreement constitute the entire Agreement of the parties pertaining to the Consulting Services, and this Agreement supersedes and cancels all previous written or oral negotiations, proposals, agreements, or representations relating to the subject matter of the Consulting Services. This Agreement may not be amended unless the amendment is in writing and signed by both you and HMA.

13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which consent may be granted or withheld for any reason or no reason. However, if a party is sold (through a sale of substantially all of its stock, membership interests, and/or assets), the sale transaction will not be treated as an assignment, the prior written consent of the other party is not required, and the selling party's successor in interest will be recognized as a party to this Agreement.

14. Non-Waiver. The failure of a party to insist in any one or more instances upon performance of any of the provisions of this Agreement, or the failure of a party to pursue its rights under this Agreement, will not be construed as a waiver of any such provisions or the relinquishment of any such rights.

15. Counterparts. This Agreement may be executed and delivered in two (2) or more counterparts (including by facsimile or PDF), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

3/22/2024