



PUBLIC NOTICE

Board of Directors

STRATEGIC DIRECTION OVERSIGHT COMMITTEE

1819 Trousdale Dr. (Classroom)

**May 3, 2023
5:00 - 6:30 PM**

AGENDA

1. **Call to Order & Roll Call:** Chair Cappel
2. **Approval of Minutes:** SDOC April 3, 2023 **Pg. 1-6**
3. **Sonrisas Proposal for Upcoming Three-Year Grant Term:** **Pg. 7-10**
Tracey Carillo Fecher, CEO
4. **Revised Hep B Free Funding Request:** Richard So, Executive Director **Pg. 11-21**
5. **Adjournment**

**Next Strategic Direction Oversight Committee Meeting:
Wednesday, July 5, 2023**



**STRATEGIC DIRECTION OVERSIGHT COMMITTEE MINUTES
April 3, 2023**

1. Call to Order: Chair Cappel called the meeting to order at 6:04 pm.

Roll Call: Present were members Cappel (Zoom), Pagliaro, Aubry, Bandrapalli (Zoom), Jackson (Zoom), Johnson, and Emmott Absent: McDevitt, and Quigg

2. Approval of Minutes: SDOC January 4, 2023

Motion to approve as written by Pagliaro; seconded by Jackson

Roll Call Vote: Ayes-6; Noes-0; Abstain-0

Motion Passed:6/0/0

[6:06 pm Dr. Emmott arrived]

3. Strategic Plan Status: Eric Ryan, Mission Met, and CED Wasson

CED Wasson introduced Mission Met facilitator **Eric Ryan**, who will be updating the Board on the progress of the Strategic Plan since the retreat on March 3rd.

Eric Ryan presented on the progress of the Strategic Plan

[Presentation appended to and made part of these minutes.]

Key Meeting Outcomes

The Strategic Directions Committee will leave this meeting with:

- An overall understanding of the planning process so far, the draft plan framework, and how the plan will be tracked over time.
- Having provided feedback regarding the draft plan.

a. Review of Activities to Date

Assessment Process

- 15 interviews with Board, staff, and key stakeholders since November.

- Review of over two dozen key documents and surveys, including the strategic information previously compiled.
- Numerous discussions with Board, staff, and Planning Committee.
- Board Retreat on March 3rd, follow up with Board on March 23rd, and staff review on March 27th.

Assessment Summary

Organizational Excellence and Impact

- PHCD is a financially secure organization and is creating a positive impact on the health and wellness of the District's residents.
- With a larger staff and high-impact projects on the horizon, the organization can further expand and strengthen its work.

COVID

- Provided an opportunity to deeply serve the community.
- Was a distraction to some of the ongoing programmatic initiatives.

Staffing

- Staff interviewed was highly committed to the work.
- Interviewees agreed that CEO Fama and CED Wasson are doing excellent work, both in conducting the work and in establishing positive community relationships.

Impact

- PHCD was highly effective in its response to COVID through its vaccination clinics.
- Organization should remain focused on long-term community resilience.
- Numbers remain stable at the Fitness Center and are on the rise with Sonrisas.
- Q4 reports indicated an over 90% satisfaction rate among employees, residents, and families at Trousdale.

Programs

- PHCD will benefit from a clarified set of programs, clear metrics for the success of each program, and action plans/reporting to ensure success.
- Four Programmatic area priorities are Seniors, Mental Health, Dental Health, and Physical Activity/Nutrition.
- Grants program provides wonderful opportunities but should be more targeted.

Five Focus Areas

- Preventive Health
- Mental Health
- Dental Health
- Senior Health

- Integrated Services

Dr. Aubry asked **Mr. Ryan** for clarification on the meaning of a larger staff under the organization impact part of the presentation.

Eric Ryan answered that the statement reflected where the District currently is in terms of growth with staffing, in addition to the staffing for programs on the horizon, such as allcove™ and the Hub.

Annual Planning Cycle

In Progress

- A plan with a three-year vision (2023-25) with one-year goals, beginning with 2023.

Beginning in 2024

- Review/revise the three-year vision and create 2024 goals.

End of Subsequent years

- Review/revise the three-year vision and create next year's goals.

Result

An ongoing annual planning process that includes a plan with a current three-year vision and a set of one-year goals.

Discussion

Chair Cappel asked **Mr. Ryan** if a monthly report tracking the progress of the yearly goals could be incorporated into the annual planning cycle.

Mr. Ryan answered that the commitment of the staff dedicating time to the new dynamic process of tracking and accessing the progress by focusing on the strategic themes, priorities, and three-year vision is essential to the success of the yearly goals. Goals will be monitored throughout the year with the consistent use of tools, such as calendared assessments, reviews, and the implementation of the Mission Met software.

Dr. Aubry asked **Mr. Ryan** for clarification on what was meant by integrated initiatives mentioned in the "Focus Areas" part of the presentation.

Mr. Ryan answered that the reason it's worded as integrated is that certain topics would go beyond the scope of the four focus areas discussed. These topics or initiatives would be broad,

going across the full spectrum of health services.

Ms. Bandrapalli commented that some strategic plans tend to be broad in terms of metrics and she would like to see percentages attached to outcomes of core programs to better gauge community impact.

b. PHCD Demographic and Health-Related Data

[Presentation appended to and made part of these minutes.]

CED Wasson presented PHCD Demographic and Health-related data

Overview of District Demographics

There are an estimated 317,518 residents in the PHCD.

<u>Race</u>	<u>% of District</u>
American Indian & Alaskan Native (AIAN)	0.1%
Asian	29.9%
Black	1.6%
Latinx	19.5%
Native Hawaiian & Pacific Islander (NHPI)	1.4%
Other Race	0.5%
Two or More Races	4.9%
White	42.0%

<u>District Age Range</u>	<u>% of District</u>
9 and under	11.5%
10-17	9.1%
18-34	21.4%
35-54	28.9%
55-74	21.4%
75 and over	7.7%

Charts Presented

The **Healthy Places Index Chart** was presented and highlighted the zip codes of greatest needs in the District. This chart maps data on social conditions that drive health, like education, job opportunities, clean air and water, and other indicators that are positively associated with life expectancy at birth.

The **Social Vulnerability Index Chart** was also presented, showing the underserved communities in the District. The SVI is a database that helps emergency response planners and public health officials identify, map, and plan support for communities that will most likely need support before, during, and after a public health emergency.

Opportunities for Preventive Health using Local Data Sorted by Zip Code

Percentage of Adults who are Sedentary: Indicator shows the percentage of adults who did not participate in any leisure-time activities (physical activities other than their regular job) during the past month. Adults who are sedentary are at an increased risk of many serious health conditions. These conditions include obesity, heart disease, diabetes, colon cancer, and high blood pressure. Data gathered by the CDC healthy places index.

<u>PHCD Zip Code</u>	<u>Average</u>
94010	13.6
94030	17.4
94066	17.5
94401	20.5
94402	14.0
94403	15.5
94404	13.7
PHCD Median	16.0
SMC Median	14.5

Poor Mental Health Days, 14+ Days: This indicator shows the percentage of adults who stated that their mental health was not good for 14 or more days in the past month. Why is this important? Psychological distress can affect all aspects of our lives. It is important to recognize and address potential psychological issues before they become critical. Occasional down days are normal, but persistent mental/emotional health problems should be evaluated and treated by a qualified professional.

<u>PHCD Zip Codes</u>	<u>Average</u>
94010	10.8
94030	10.5
94066	12.4
94401	13.6
94402	11
94403	11.8
94404	11.8
Median Value	12.2
Range 9.7%	15.2%

Measurement period: 2020

Source: CDC-Healthy 2020

c. Discussion Questions & Next Steps

Chair Cappel asked **CED Wasson**, what would they do from a strategic planning process to utilize reports like these.

CED Wasson answered that to meet the needs of residents of different ethnicities, the District would need to speak with the people who would be utilizing these services in their communities. Identifying the needs of the community and co-designing a program tailored to address them, would be a great way to go about implementing these reports into the strategic plan.

Chair Cappel expressed that these reports hold a treasure trove of information that should be explored further.

Alexis Denton added that the information **CED Wasson** shared is critical for the development of the specifics of the Hub programs.

Dr. Aubry shared that what stands out from the demographic data is the obvious disparities in some zip codes and the need to serve them through targeted programs.

CEO Fama thanked **CED Wasson** for all her hard work and contribution with the community engagement.

Dr. Aubry congratulated **CEO Fama** on her retirement and thanked her for her countless contributions in elevating the District.

6. Adjournment

Written by S. Theodoropoulos

Approved by _____
Lawrence W. Cappel, Ph.D., Chair



Sonrisas Grant Proposal: July 1, 2023, to June 30, 2026

From July 2023 through June 2026, Sonrisas Dental Health will continue to partner with Peninsula Health Care District (PHCD) to provide access to oral health care for PHCD residents. Our proposed partnership for this time comprises an update to the Access to Care patient visit volume funded by PHCD, as well as school dental screenings and education; community-based dental services and patient navigation support for senior/older adults; and facilitating oral health education and/or screenings at community based organizations that serve PHCD residents. Sonrisas seeks PHCD's continued partnership to grow and make lasting our shared impact on oral health access and outcomes within PHCD.

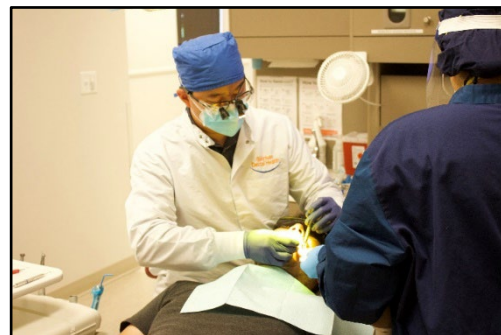
A summary of our proposal:

FY 24 to FY 26 PHCD and Sonrisas Partnership		
Program Area	Number Served Annually	Annual Funding
Access to Care Visits for residents with Medi-Cal	3600 Visits	\$720,000
School Screenings	250-300 children and 50-100 unhoused, newcomer or low-income children	\$34,500
Senior Patient Programming	Senior Screenings and Care Coordination for 50-100 PHCD Senior Residents	\$10,000
Expanding Community Outreach in PHCD Area	School and Senior Screenings/ Services with 5 new partners	\$35,500
PHCD Annual Funding Total		\$800,000
PHCD FY24-FY26 Total		\$2,400,000

In the context of this three-year grant, ranges for the number served have been provided to allow for refocusing of services from one population to another as well as expected cost increases to provide those services.

Access to a Dental Home for Peninsula Health Care District Residents

Sonrisas provides a dental home to children and adults, delivering comprehensive oral health care that supports continuity of care and ongoing preventative care, improving long-term oral health outcomes. In FY21-22, Sonrisas provided 5,485 visits for 2,041 PHCD residents. Most (75%) of the PHCD patients that Sonrisas serves are low-income; and the majority are for PHCD residents with Medi-Cal. The reimbursement rate for Medi-Cal patients leaves an average gap of \$200/visit. For 3,600 Medi-Cal visits for PHCD residents, Sonrisas proposes \$720,000 in Access to Care funding from PHCD.



Access to Care Visits	
Medi-Cal Visits for PHCD Residents	3,600
Proposed PHCD Support	\$720,000

Oral Health Education and School Screening Program

Sonrisas' School-Based Oral Health Screening and Education Program finds children in the community who need dental care and do not have a dentist.

Increasingly, San Mateo County and the State of California are committed to ensuring access to dental screenings for kindergarteners. For the first time, they are now providing a limited amount of funding (\$6/screening, about 10% of the cost per screening) for each screening provided. Sonrisas' goal is to screen as many kindergarteners as possible in the County, leveraging this funding with additional support from healthcare districts and other grant funders as well as individual donors to fund the gap. The average cost per child for large screenings at priority schools is \$60-\$65.



During the funding period, the children will receive dental screenings, oral health education, and an oral health supply kit to use at home. Following each screening, Sonrisas' Community Care Coordinator will contact each child's parent or guardian to explain screening findings and, if the child urgently needs care and does not already have a dental home, schedule them to be seen at Sonrisas or help them access referral resources from HSPM.

From July 1, 2023 – June 30, 2026, Sonrisas seeks to further innovate our school-based screening program within PHCD to reach "Priority Students" – children who are at risk of slipping through the cracks: those who are low income but attend schools with a low percentage of students eligible for free/reduced lunch, students who are unhoused, and students who are newcomers, having recently immigrated to the U.S. For individualized screenings for priority students, who are not at a priority school, but are low income, unhoused, or newcomers, the cost is \$150 per child because these screenings mean that a dental professional travels to the child's school for a single, highly impactful screening.

To optimally serve priority students at non-priority schools, Sonrisas Dental Health will need to undertake significant outreach and relationship-building activities including building relationships with school districts with whom we have not historically partnered, developing, and processing MOUs, and working with each district to assemble a plan that allows for targeted screenings of students while preserving dignity (by not singling them out in a discernible way).

Oral Health Screenings	# Children	
Children at Priority Schools	250-300	19,500
Priority Children	50-100	15,000
Proposed PHCD Support		\$34,500

The range of children served may shift during the three-year grant as the program to screen priority children is implemented in the PHCD geography. The Sonrisas team will report quarterly on the numbers served and the type of screening event.

Senior Patient Navigation & Community-Based Screenings

During the period from July 1, 2023 through June 30, 2026, Sonrisas will continue to innovate our approach to improving access to dental care for older adults 65+, who have been identified by the NIH as a critically underserved group. With 58% of individuals age 65+ lacking dental insurance, and utilization rates in this age group among the lowest across the lifespan, Sonrisas' senior programming addresses this gap. Our approach is three-pronged: 1) Accepting public dental insurance and offering an affordable scale for uninsured patients who are low income. 2) Expanding oral health assessments for seniors into community locations and providing assistance with the patient intake process. 3) Enhanced care coordination (Senior Patient Navigation) on an ongoing basis for older adult Sonrisas Dental Health patients specific to their individual needs via our Aging Adult Care Coordinator.



Senior Programming	# Seniors	
Senior Patient Navigation	50-100	\$10,000
Proposed PHCD Support		\$10,000

Community Outreach Within PHCD Area

Sonrisas' Community Engagement Director, Dr. Bonnie Jue, develops community programs that improve access to oral health and disease prevention programs, which includes education and dental services for community members. During the funding period, Sonrisas seeks to expand outreach and promotion of oral health programs to new community organizations within PHCD, while sustaining services to existing partners. Work will include identifying community partners in collaboration with PHCD that are/may be interested in promoting oral health and overall well-being to their participants. The focus will be on children and older adults, primarily low-income residents with limited access to health care due to financial, physical, and/or

developmental challenges. The Community Engagement Director will build and maintain relationships within the community to support these programs.

Expansion of outreach and promotion of oral health programs will include working with PHCD staff, such as the Community Engagement Director and CEO, to facilitate connections to key partners serving PHCD residents. An example of a connection PHCD could facilitate is to connect Sonrisas with school administrators to bring school screenings to a new district or school.



Expansion may also include oral health programs that are not directly related to school screenings and senior programs as currently identified by PHCD. Possibilities include working with programs that address mental health and housing, for example, as well as other programs that serve district residents who face challenges accessing oral health care.

Community Outreach	# New Partners	
School and Senior Screenings/ Services with New Partners	5	\$35,500
Proposed PHCD Support		\$35,500

In summary, Sonrisas Dental Health proposes a 3-year funding partnership from July 1, 2023, to June 30, 2026, to provide access to care, school and senior screenings, and patient navigation to PHCD residents for a total proposed grant of \$2,400,000. Thank you for your consideration of this proposal to continue to grow and make lasting the impact of Sonrisas Dental Health and Peninsula Health Care District’s partnership on oral health care access and outcomes for District residents. Your partnership in service to the community is greatly appreciated.



SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into as of March 1st, 2023 (the "Effective Date"), by and between Community Initiatives, a California nonprofit public benefit corporation, ("Contractor"), on behalf of its internal fiscally-sponsored project referred to as SF Hep B Free (the "Project"), and the Peninsula Health Care District (PHCD), a corporation, with an address located at 1819 Trousdale Dr, Burlingame, CA 94010 ("Client").

RECITALS

- A. Contractor is a California nonprofit public benefit corporation that is recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC") and corresponding provisions of state law, and is classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). In furtherance of its exempt purposes, Contractor fiscally sponsors a number of projects that engage in charitable and/or educational activities within the meaning of IRC Section 501(c)(3).
- B. The Project is an internal project of Contractor with a mission to: increase awareness and education about hepatitis B within the community and among health care providers, to increase access to affordable testing and vaccination, and provide linkage to care for chronically affected individuals.
- C. Contractor, through its Project, has experience and proficiency in the performance of creating hepatitis B awareness, screening and linkage to care services and desires to provide such services to Client.
- D. Client is in need of such services and desires to receive such services from Contractor.
- E. The parties desire to enter into a contract for the provision of certain services on the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties agree as follows:

1. Term. This Agreement shall have a term commencing on **January 1, 2023** and ending on **December 30, 2023** (the "Termination Date"), unless terminated prior thereto in accordance with the terms of this Agreement (the "Term").
2. Contractor's Services. Contractor shall provide the services set forth in the Statement of Work in Exhibit A attached hereto and incorporated fully herein to Client during the Term of this Agreement (collectively, the "Services"). Each Statement of Work shall itemize the Work Product (as defined in §4 below) that will be delivered to Client in connection with providing the Services (the "Deliverables").

Notwithstanding anything herein to the contrary, Contractor shall not provide to Client any services Contractor cannot lawfully provide, including any services that Contractor, at its sole discretion, believes may jeopardize its tax-exempt status under IRC Section 501(c)(3), including, but not limited to, violating the prohibition against political campaign intervention, inducing or encouraging



SERVICES AGREEMENT

violations of law or public policy, causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).

3. Manner of Work. Contractor shall determine the method, details, place, and means of performing the Services. Contractor may, at Contractor's own expense, use subcontractors to perform the Services. Client shall not have the right to direct or control the means, manner, or details by which Contractor accomplishes those results, nor will Client instruct Contractor as to when, where, or how Contractor is to work, or the order of tasks to be performed. It is expected that Contractor will furnish its own transportation, equipment, and instrumentalities of every kind required for the prompt and efficient execution of Services. Contractor shall have no power to incur any debts or other obligations on behalf of Client.
4. Work Product Ownership. "Work Product" means any work product produced by, or on behalf of, Contractor while performing Services including, without limitation, notes, reports, documentation, drawings, computer programs (e.g., source code, object code, databases and listings), derivatives of pre-existing works of Client, inventions conceived or reduced to practice during the performance of Services or resulting from or based on Client's Confidential Information (as defined below), ideas, creations, designs, trademarks, works of authorship, devices, models, work in process, and deliverables. Ownership of Work Product shall be as set forth in Exhibit B.
5. Contractor Representations, Warranties, and Covenants. Contractor hereby covenants, represents, and warrants to Client that: (i) Contractor has the general skills necessary to perform the Services in accordance with this Agreement; (ii) Contractor is not a party to or bound by any agreement, obligation, or understanding which materially restricts or limits Contractor's right or ability to enter into this Agreement or to perform Contractor's obligations under this Agreement, including performance of the Services; and (iii) Contractor has the necessary equipment, facilities, and workers to perform Contractor's obligations under this Agreement, including performance of the Services. All other warranties by Contractor, either express or implied, are hereby disclaimed.
6. Mutual Representations and Warranties. Each party represents and warrants to the other party that it has the requisite right, power, and authority to enter into this Agreement, and to fully perform its obligations hereunder.
7. Payment for Services. Contractor's fee for performance of the Services shall be as set forth in Exhibit C. Unless otherwise agreed to in writing by Client in advance, Contractor shall remain solely and exclusively liable for all expenses and costs incurred by Contractor in connection with providing the Services. Invoices shall be submitted to Client by Contractor as set forth on Exhibit C.
8. Limitation of Liability. In no event shall Contractor be liable to Client for any special, indirect, incidental, punitive, or consequential damages arising from or relating to this Agreement, including without limitation bodily injury, death, loss of revenue or profits or other benefits, failure of essential purpose, or claims by a third party, even if the parties have been advised of the possibility of such damages. This limitation applies to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, and other torts.



SERVICES AGREEMENT

9. Confidential Information. Each party acknowledges that, during the Term of this Agreement, it may become familiar with Confidential Information, as defined below, of the other party. Each party agrees

that it will not, during the Term of this Agreement or at any time after the termination of this Agreement, disclose to any third-party or make use, directly or indirectly, of any Confidential

Information of the other party, unless it is (1) authorized to do so by the other party in writing; (2) necessary or appropriate for the performance of the Services; or (3) required by law or regulation or by a court of competent jurisdiction, provided, however, that the party subject to such disclosure shall give the other party reasonable advance notice of any such requirements so that the other party may contest the disclosure or seek a protective order if it desires. Client hereby authorizes Contractor to disclose any of Client's Confidential Information to independent subcontractors engaged by Contractor for the purpose of providing the Services.

- a. Definition of Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean all proprietary or confidential knowledge and information which a party (the "Recipient") has acquired or may acquire as a result of, or in connection with, the Recipient's relationship with the other party (the "Disclosing Party"), including, but not limited to (i) donor and customer lists, telephone numbers, and other information pertaining to donors and customers; (ii) finances, plans, or other information relating to the operation of the Disclosing Party; and (iii) other private and confidential information which is a unique asset of the Disclosing Party or information which, if known to competitors or others outside of the Disclosing Party, would be harmful to the Disclosing Party. Notwithstanding the foregoing, Confidential Information does not include information (1) which is or becomes part of the public domain through no fault of the Recipient, (2) which was lawfully acquired by the Recipient from a source other than the Disclosing Party or any of its employees, agents, or contractors and without a breach of any confidentiality obligation between such source and the Disclosing Party, (3) was in Recipient's possession at the time of disclosure by Disclosing Party and was not acquired, directly or indirectly, from Disclosing Party, or (4) Recipient independently developed it without the benefit of any Confidential Information disclosed by Disclosing Party hereunder.
- b. Delivery of Confidential Information. Each party agrees to deliver to the other party upon termination of this Agreement any and all such Confidential Information of the other party in any form then in its possession or under its control.

10. No Assignment. Neither party shall assign any of its rights, obligations, or duties under this Agreement by any means, including by operation of law, without the prior written consent of the other party, provided, however, Contractor has the right to assign this Agreement in connection with any transfer of the Project to a different fiscal sponsor.

11. Notice. Any notice, consent, request, demand, or other communication required or permitted under this Agreement shall be delivered to the recipient party by: (i) personal delivery to the address provided in this Agreement (or other address as designated in writing by one party to the other party); (ii) overnight delivery providing a delivery receipt and with charges prepaid or charged to the sender's



SERVICES AGREEMENT

account; (iii) first-class mail, postage prepaid and deposited in the United States mails at least four days before the effective date of notice; (iv) certified mail with a return receipt requested by the sender; or (v) email, to the following persons:

- To Client:** Click or tap here to enter text.
Name: Click or tap here to enter text.
Address: Click or tap here to enter text.
 Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email: Click or tap here to enter text.
- To Contractor:** Community Initiatives
 Attn: Ruth Williams, President & CEO
 1000 Broadway, Suite 480
 Oakland, CA 94607
 Telephone: 415-230-7700
 Email: fiscalsponsorship@communityin.org
- To Project:** SF Hep B Free - Bay Area, fiscally sponsored by Community Initiatives
Name: Richard So
Address: 101 Grove Street #406
 San Francisco, CA 94102
 Telephone: 6508040021
 Email: Richard.so@sfhepbfree-bayarea.org

12. No Employer-Employee, Agency, Partnership, or Joint Venture Relationship. Notwithstanding anything herein to the contrary, Contractor enters into this Agreement as, and shall continue to be, an independent contractor. This Agreement shall not be deemed to create any relationship of employer-employee, agency, partnership, or joint venture between the parties, and neither party shall make a representation to any other party that such relationship exists. The parties agree that Contractor is acting as an independent contractor with respect to Client.
13. Termination. This Agreement shall continue until the Termination Date or until earlier terminated (i) by either party with thirty (30) days' prior written notice, with or without cause; (ii) by mutual written consent of the parties at any time; or (iii) in the event of a material and continuing breach of this Agreement, by the non-defaulting party with five (5) days' prior written notice to the defaulting party if such violation has not been fully remedied during such five (5) day period.
14. Survival of Certain Provisions. The provisions of Sections 4, 8, 9, through 22, inclusive, shall survive expiration or termination of this Agreement for any reason.
15. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral, regarding the same subject matter. No amendment, extension, modification, or change of this Agreement, including to the Services, shall be binding unless in writing and signed by both parties.



SERVICES AGREEMENT

16. Severability. If any portion or provision of this Agreement shall to any extent be declared invalid, illegal, or unenforceable by a court, then the remainder of this Agreement shall not be affected

thereby, and each portion or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Upon such determination that any portion or provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transaction contemplated hereby is fulfilled to the fullest extent possible.

17. Waiver. Either party's waiver of, or failure to exercise, any rights provided for in this Agreement in any instance shall not be deemed a waiver of any further or future right under this Agreement.

18. Headings. The headings of the various paragraphs of this Agreement are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify, or place any construction upon any of the provisions of this Agreement.

19. Counterparts. This Agreement may be signed in counterparts, meaning that this Agreement is valid if signed by both parties, even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.

20. Governing Law and Venue. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed entirely within such State. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach hereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. If they are unable to reach such a solution, the parties agree that the California state courts of Alameda County and the U.S. District Court for the Northern District of California shall be the venue for any action or proceeding that may be brought in connection with or by reason of, or arise out of, this Agreement. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorney fees and costs of sustaining its position.

21. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, acts of God, pandemics and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body.

22. Authority. Each undersigned represents and warrants by its signature that each has the power, authority, and right to bind its respective party to each of the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement to take effect as of the Effective Date.

Click or tap here to enter text., CLIENT:

By: _____

Name: _____

Title: _____

COMMUNITY INITIATIVES:

By: _____

Name: _____

Title: _____

ACKNOWLEDGED BY CLICK OR TAP HERE TO ENTER

TEXT.:

By: _____

Name: _____

Title: _____



SERVICES AGREEMENT

EXHIBIT A STATEMENT OF WORK

Contractor, through its Project, shall render the following services to Client (collectively, the “Services”):

ACTIVITIES AND/OR TASKS

Hepatitis B awareness, screening and linkage to care (All in person activities serve the PHCD service boundaries and the media campaigns focus on the PHCD service boundaries)

- Public Awareness Campaign (3 month blitz)
 - Digital Media Ad Campaign
 - Ethnic Media Campaign
 - Chinese, Filipino, Pacific Islander
- Community Survey, Education and Screening
 - North County Business Initiative - Asian-centric businesses in Northern San Mateo County (within the PHCD service boundaries)
- Vaccine Program
 - Partnership with pharma and retail outlets
- Physician Education
 - Working with medical/physician groups

DELIVERABLES & DUE DATES:

1. Public Awareness Campaign- 3 month blitz - approximately March to June 2023
 - a. Indirectly educate 200,000 - 300,000 PHCD residents
2. Business Initiative – year long campaign to focus on Asian-centric businesses in Northern San Mateo County and improve awareness, screening, vaccination and linkage to care around hepatitis B. Project to start in Millbrae.
 - a. Minimum screened: 200
 - b. Minimum directly educated: 300
 - c. Minimum education materials handed out: 500
 - d. Minimum pre and post surveys filled out: 300
3. Vaccination – Year long campaign to ensure residents know that hepatitis B vaccination is available at retail pharmacies with no copay (if insured)
 - a. Vaccinate at least 100 through pharmacy records or calls to SF Hep B Free
4. Physician Education – Year long campaign to educate major medical systems and area physician groups on new hepatitis B guidelines on AB789 (the law that passed), vaccination and screening
 - a. Directly educate 70 physicians

Reporting deliverables – Contractor will be required to submit a yearly progress report to the Board detailing how funds were used and an updated plan for the following year.



SERVICES AGREEMENT

EXHIBIT B OWNERSHIP OF WORK PRODUCT

Attach related Exhibit B:

- Exhibit B – Project owns Intellectual Property
- Exhibit B – Client owns Intellectual Property
- Exhibit B – Client Owns Final Product Only (only the final product, but not all the components)



SERVICES AGREEMENT

EXHIBIT C CONTRACTOR'S FEE

Attach related Exhibit C:

- Payment Installments with Deliverables
- Payment Installments
- Prepaid Services
- Simple Hourly Rate

EXHIBIT B
OWNERSHIP OF WORK PRODUCT

1. Ownership of Work Product. All right, title, and interest in the Work Product shall remain with Contractor.
2. License of Work Product. Contractor hereby grants, and on the creation of each element of the Work Product does automatically grant to Client, and its successors and assigns, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, transferable, and sublicenseable (through multiple tiers) license to all intellectual property and proprietary rights in the Work Product including, without limitation, any right to make, sell, offer to sell, use, execute, copy, reproduce, modify, display, distribute, and perform, import and export all such Work Product.
3. Related Rights. “Related Rights” means any patent rights, copyright, trade secret rights, or other intellectual property or proprietary rights, owned or controlled (presently or in the future) by Contractor that are necessary for the lawful use of the rights licensed to Client under this Agreement. Contractor hereby grants, or shall cause to be granted to Contractor, and its successors and assigns, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, transferable, and sublicenseable (through multiple tiers) license to all Related Rights including, without limitation, any right to make, sell, offer to sell, use, execute, copy, reproduce, modify, display, distribute, and perform, import and export all such Work Product.
4. Moral Rights. Contractor waives and agrees never to assert, any and all Moral Rights that Contractor may have in or with respect to the Work Product, during and after the term of this Agreement. “Moral Rights” means any right to claim authorship of any work product, to object to or prevent the modification or destruction of any work product, to withdraw from circulation or control the publication or distribution of any work product, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a “moral right.” Moral Rights include, without limitation, the rights granted under 17 U.S.C. §106A.
5. Warranties and Representations. Contractor warrants and represents that the following statements are true and correct on creation of each element of Work Product:
 - (a) The Work Product was designed and created exclusively for Client.
 - (b) The Work Product is unique and original, is clear of all claims, liens and encumbrances, and does not infringe on the rights of any third party.
 - (c) Contractor has not previously granted and will not grant any rights in the Work Product to any third party.
6. Indemnity. Contractor agrees to indemnify, defend, and hold harmless Client, its officers, directors, agents and employees, from and against any claims, demands, damages, and costs (including attorneys' fees and costs) arising from or related to the actual or alleged (i) infringement of the intellectual or other proprietary rights of a third party as a result of the use of the Work Product by, or on behalf of, Client, or (ii) breach of any representation or warranty set forth in section 4 of this Exhibit B.
7. Further Assurances. Contractor agrees to sign and deliver to Client (either during or subsequent to providing services to Client) such other documents as Client considers desirable to evidence the grant of rights to Client in any Work Product.

EXHIBIT C
CONTRACTOR'S FEE

Contractor's fee for performance of the Services shall be dependent on the service fee (the "Fee").

The Fee shall be payable to Contractor based on invoices for services related to the major deliverables following estimated schedule:

Deliverables	Amount (Approximation)	Expected Disbursement Dates
PSA media campaign	<ul style="list-style-type: none"> • Digital ad campaign: \$24,000 • Ethnic and mainstream media Campaign: \$24,000 • Staff Time: \$2,000 • Fiscal sponsor fee*:\$5,000 • Total: \$55,000 	April 30 th 2023
Business Initiative	<ul style="list-style-type: none"> • Campaign expenses including printing, transportation, coordination, staff time, honor roll media printing, awareness and screening event expenses • Fiscal sponsor fee*:\$6,700 • Total: \$73,700 	May 1st 2023
Vaccine Program	<ul style="list-style-type: none"> • Coordination, staff time, and potential supplies • Fiscal sponsor fee*:\$1,000 • Total: \$11,000 	June 30 th 2023
Physician Education Program	<ul style="list-style-type: none"> • Coordination and staff time • Fiscal sponsor fee*:\$1,000 • Total: \$11,000 	July 30 th 2023
Total	\$150,700	

***Fiscal sponsor fee is 10% of all funds billed and is included in each component invoice**

Disbursement Conditions: Invoices submitted for SF Hep B Free expenses.

With respect to each payment, Contractor shall submit to Client an invoice upon completion of the disbursement condition(s) as set forth above. As part of each such invoice, Contractor shall provide reasonable documentation to verify achievement of the applicable condition. Each invoice shall be signed by Contractor and shall describe the time spent by Contractor and a brief description of Services provided since the last invoiced period.

Client shall pay the respective installment, and any costs or expenses included in the invoice, to Contractor within thirty (30) days after receipt of invoice, provided Contractor has reasonably satisfied or achieved the applicable disbursement condition.

Client shall also reimburse Contractor for the full amount of all reasonable expenses and costs incurred by Contractor in connection with providing the Services, including, but not limited to, all materials, supplies, and travel-related expenses. If Contractor incurred costs or expenses in connection with providing the Services, Contractor shall submit an invoice for such costs and expenses including itemized receipts and/or other appropriate documentation.