

CORNING HEALTHCARE DISTRICT
BOARD MEETING
Tuesday April 23, 2024
District conference room
275 Solano Street
Corning Healthcare District Campus
Meeting Inquiries (530) 824-5451

COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION

Elder Services Quarterly Report March 2024

REGULAR AGENDA

-EMS STATION LEASE AGREEMENT

Recommendation:

Discussion and approval of the preliminary EMS Station lease agreement

-ANNUAL CORNING CHAMBER DINNER APRIL 27TH

Recommendation:

Discussion and approval of the number of district attendees

-CHD DIRECTORS APPRECIATION MEETING

Recommendation:

Discussion and approval of the Directors Appreciation Meeting date

-QUEST LEASE AGREEMENT

Recommendation:

Discussion and approval of the Quest Diagnostics lease agreement

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ELDER SERVICES QUARTERLY REPORT MARCH 2024

Corning Healthcare District Report

Date: March 2024

NUMBERS SERVED

The Corning Healthcare District **Elder Services Program** has provided service to **77 clients from January through March**. This number reflects in-person talks and presentations, referrals, and other kinds of informal help and assistance but does not include community outreach or special events.

HEALTH TALKS

Elaine continues to offer presentations during the congregate lunches at the Corning Senior Center where she shares health and safety information pertinent to seniors. Topics for this quarter were as follows:

- **January – Medication Safety**
- **February – Heart Health**
- **March – Kidney**

Open Enrollment for Medicare Part D closed in December 2023 and Medicare recipients should have had the opportunity to review and select prescription drug coverage for 2024 based on their personal needs. As a follow-up in **January**, Elaine decided to talk about medication safety at the Corning Senior Center and at Tehama Village. The Raffle prize at both sites was a handy gadget that allows people to keep track of whether or not they've taken their medication (see *Pill Popper* photo below).

February, of course, is Heart Month. Elaine's Health Talk focused on Heart Attack vs Cardiac Arrest, symptoms, differences between men and women, treatment, prevention. Raffle prize was a heart-shaped basket with a tea assortment, two mugs, and two types of cookies. A very nice informational handout from the NIH National Heart, Lung, and Blood Institute was shared during the talk. Elaine shared the handouts with Tehama Village but did not offer a separate workshop there.

National Kidney Month is observed in **March** so Elaine used the opportunity to talk about kidneys – what they are, what they do, the effects of diabetes and high blood pressure on kidneys, and kidney disease, including risk factors, testing, and a brief discussion of how Medicare covers End Stage Renal Disease (ESRD). Raffle prize was a gift basket of tea and seasonal goodies. Elaine also delivered the informational materials to Tehama Village.

(Photos of all Raffle Prizes below.)

FILE OF LIFE

Elaine has been exploring ways to reach out to underserved populations in our service area. Some areas offer very few access avenues. Vina is one such place but there is an outdoor market that coincides with the annual Blessing of the Grapes at the monastery, so Elaine did some digging and contacted the people in charge to inquire if the File of Life might be distributed somehow at that event. As of the date of this report, nothing definite has been arranged but Elaine will continue working on it.

COMMUNITY OUTREACH

Elaine continues to represent the Corning Healthcare District at events and meetings that affect seniors including (but not limited to) the Diversability Advocacy Network; the California Food Alliance; and the Commission on Aging. The Elder Services Coordinating Council has not met and sadly seems to be floundering for lack of leadership.

OTHER

- **Newsletter** – the **Spring edition** of the CHD Elder Services Newsletter was sent out in early March.
- **Facebook** – Elaine maintained the CHD Facebook page.
- Elaine received a request from a woman who wanted information about Medicare enrollment. The woman was an immigrant, was self-employed, and had never paid into Medicare so did not qualify for premium-free Part A. Elaine initially directed the woman to HICAP but eventually ended up helping the woman herself by explaining the process and the options and then referring the woman to the Social Security Administration for enrollment. Elaine later received a thank you message from the woman who said her appointment with SSA went smoothly because she was prepared. The woman knew what to expect and what questions to ask and was able to take care of everything over the phone. She will be receiving her new Medicare card very soon.
- A man who was at the (Tehama Together) California Food Share meeting in February 2024 recognized Elaine because he attended her Los Molinos *Magic of Beans* workshop in March 2018. He said he gained a lot from the workshop and still refers to the information Elaine provided.

- Elaine was contacted by the Family Counseling Center to inquire about the possibility of collaborating on a community event in May with a focus on mental health (May is Mental Health Awareness month). Elaine is working to make it happen.
- In October last year Elaine offered an Emergency Preparedness workshop in conjunction with CALFire at Woodson Bridge Estates. As detailed in the last Quarterly Report, the workshop did not meet expectations but Elaine was invited to come back early in 2024 to try again. In February and again in March Elaine reached out to the manager at Woodson Bridge Estates, hoping to schedule another workshop in collaboration TinderSmart Tehama, who have resources to address the defensible space and tree-trimming issues that are a bone of contention among the residents. At the date of this report, there is no workshop scheduled.
- This quarter has been heavy with webinars and training. The most interesting ones involved the effect that AI and technology are having on healthcare and quality of life in general. Two examples are provided here. One webinar dealt with the ethics of AI in making diagnoses and decisions about treatment. Questions revolved around hypothetical situations, e.g. if a doctor takes information and performs tests and draws a conclusion about a patient but the same information and test results when submitted to AI yield a different diagnosis or treatment protocol, what course should the doctor take? And should the patient be informed that AI was used? What if AI is used but the diagnosis is wrong or the treatment fails? Or what if the doctor ignores the AI recommendations and goes on instinct but later finds the AI was the better option? Does the patient have recourse (i.e. malpractice lawsuit)? Also, when using AI algorithms, it is essential to keep humans in the loop. Things like ChatGPT are designed to be “generative” and they can “hallucinate” – that is, they make things up. The need for human input to ensure the algorithms are accurate, kept updated and current, and not biased or discriminatory cannot be overstated (at this point, AI is not free from gender and ethnic bias). There are a great many ethical questions with no definitive answers yet. One thing is certain, AI is here to stay. The other example involves the use of mobile phones for health and safety. Android and iPhone both have built-in health apps, although iPhone is the clear winner here. Android basically has a step counter, but iPhone comes with a whole host of features, one being the equivalent of a File of Life that is accessible to First Responders in

emergencies. The problem at this point is that EMT's are not trained to look for the phone app (so the physical File of Life is still a good and necessary option). The thing that really amazed Elaine is the new technology on the latest iPhones that allows a person to access a satellite (in space!) to call for help from an area where no Wifi service is available.

- Elaine was contacted by one of the Program Managers from the CalFresh Healthy Living AAA team, who is dedicated to serving the older adult population in Shasta and Tehama counties (within their 10-county region). She encountered Elaine at the (Tehama Together) California Food Share meetings and said she has "been truly inspired by the impactful work [Elaine is] doing for older adults in Tehama County." She said she is eager to learn more about the work Elaine does in the community and wants to explore potential avenues for collaboration.
- A woman who needed help with a variety of issues went to the Corning Senior Center and asked to speak to Elaine. Elaine was given the message and called the woman, who described the problems she was experiencing (including food insecurity, rising utility charges, hearing and vision loss, medical bills, and finding a doctor). Elaine explained what she could (for example, some of the woman's problems with finding a doctor stemmed from the fact that she was enrolled in an Advantage Plan which limits her options). While she was not able to address the woman's issues directly, Elaine provided information and phone numbers to other places where the woman might get help to her specific problems and told her to keep Elaine posted, assuring her that if she needed more help she could call Elaine again. The woman told Elaine she had been very helpful and encouraging. She said Elaine had given her hope.

Training and Professional Development Jan/Feb/Mar

- ***NCLER Legal Basics: Social Security Overpayments** – An overpayment of Social Security (Title II) or Supplemental Security Income (SSI, or Title XVI) benefits occurs whenever an individual receives more money for a month than the amount that should have been paid by the Social Security Administration (SSA). This training will review the options individuals have when they receive a notice of an overpayment from SSA. Presenters will cover the steps advocates can take to ensure the accuracy of an overpayment claimed by SSA, to reduce or eliminate the amount taken by SSA, and to enforce clients' due process rights. Participants will also learn

about recent changes SSA has made to address some of the problems with the overpayment appeal and waiver processes, and how advocates can be part of the efforts to tackle these problems.

- **Consumer Financial Protection Bureau *Elder Justice Collaboration in Faith Communities*** – Houses of worship and other faith-based organizations have a unique role in helping to combat elder financial exploitation. As trusted institutions, they can share consumer protection information in ways that are grounded in the values of their faith communities and connect people to local services when they need help. Learn more about how faith communities collaborate with other elder justice organizations to combat elder financial exploitation and the isolation, abuse, and neglect of older people in congregations.
- **American Society on Aging *Elder Financial Exploitation: What Aging Services Professionals Need to Know*** – The risk of elder financial exploitation has grown exponentially, costing Americans more than \$28 billion per year, according to the AARP. This webinar will present new research describing the societal, personal and contextual risk factors that increase susceptibility to financial exploitation and fraud. Learn how artificial intelligence and cryptocurrency present novel threats to older adults and the signs indicating an older adult is being financially exploited by friends, relatives or international scammers. Take away actionable strategies to prevent and respond to exploitation with the goal of safeguarding older adults' retirement savings. Participants in this webinar will be able to: Identify the latest trends in scams and fraud; Detect signs of suspicious activity or behaviors indicating financial exploitation; Name strategies to prevent and support victims of financial exploitation; Describe societal and individual risk factors that increase susceptibility to financial exploitation.
- **NCLER *Strategies to Mitigate Bias in Legal and Aging Services*** – Older adults may face inequities at the intersection of age and other identities, including race and ethnicity, disability, sexual orientation and gender identity, and language. Legal services programs, aging services providers, and other advocates play a critical role in ensuring that underserved and marginalized older adults have access to the services they need to age with dignity. This webinar will outline two promising strategies that advocates can implement in their service delivery to advance equity for older adults: asset mapping,

which is a process of understanding community development and encouraging community growth; and bias mitigation, the process of reducing the negative effects of cognitive biases. This webinar will: Provide an overview of how equity principles, implicit biases, service rationing, and asset mapping relate to legal and aging service organizations' efforts to better target services to older adults with the greatest economic and social needs; Outline specific strategies to mitigate service rationing behaviors and promote asset mapping practices to better target services to older adults in marginalized communities; and Describe opportunities to receive technical assistance from NCLER on advancing equity in legal and aging services programs.

- **Justice in Aging *Advocacy Strategies When Nursing Facilities Won't Allow Residents to Return After Hospitalizations*** – Prompt action is needed whenever a nursing facility abandons a resident in a hospital. This short webinar (30 minutes) will explain the relevant federal law and walk through various advocacy strategies to return the resident to their nursing facility home. In this webinar, , advocates will learn about survey agency complaints, administrative hearings, and state-court petitions for injunctive relief (for which Justice in Aging has template complaints and petitions). The webinar also will include how to combat the common problem of a state agency claiming that it cannot force a facility to take back a resident.
- **American Society on Aging *Maintain Your Brain: Reducing the Risk of Dementia*** – While our brain plays a crucial role as the command center of our body, it often doesn't receive the attention it deserves. As we age, the risk of cognitive impairment increases, but here's the good news — research indicates there is plenty we can do proactively to keep our brains sharp and reduce the risk of cognitive decline. Join this webinar to delve into proactive strategies for maintaining optimal brain health. Let's explore the steps we can take to support our brains as we age. Participants in this webinar will be able to: Review the risks of cognitive impairment in later life; Understand the importance of brain health across the lifespan; Learn about the six pillars of brain health; Discover resources to support cognitive engagement and brain health.
- **National Institute for Healthcare Management (NIHCM) *Navigating the Future: How Artificial Intelligence is Reshaping Health Care*** – Health

outcomes could improve by 40% and treatment costs could be reduced by 50% with the use of artificial intelligence (AI), according to the Harvard School of Public Health. Despite AI's promising ability to improve health outcomes and transform medicine, there is a potential to disrupt care and introduce risks resulting in harmful and inequitable outcomes. Health care stakeholders are beginning to explore the role of regulatory bodies and their approach to AI in the health care sector. Join us to gain valuable insights into navigating the evolving landscape of AI in health care.

Speakers will discuss: Separating myths from tangible advancements to help us understand challenges and limitations of AI; Real-world use cases where AI is transforming patient care and empowering clinicians; The complex landscape of ethical considerations and legal challenges associated with integrating AI into health care.

- **Justice in Aging** *Defending California's Facility Residents from Evictions: Protections for People Living in Residential Care Facilities for the Elderly, Adult Residential Facilities, and Similar Licensed Facilities* – More than 200,000 older and disabled Californians make their homes in a wide range of licensed facilities that provide housing along with some level of care and supervision. These settings include Residential Care Facilities for the Elderly (RCFEs), Adult Residential Facilities (ARFs), and Group Homes. These individuals face a high risk of unlawful eviction, and housing attorneys can play an important role in keeping people housed by learning the ins and outs of how California's eviction procedures interact with federal and state regulations specific to these facilities. In this webinar we will: Cover important setting-specific eviction protections that residents have in these facilities, based largely on state licensing regulations; Explore the new, stronger eviction protections and processes that apply when a facility accepts Medi-Cal funding for residents' care; Offer practical advice to provide clients with effective representation. (This training does not include nursing facilities, which are subject to an entirely separate set of federal regulations.)
- **Center for Medicare Advocacy** *Medicare and Hospice Care* – A discussion of the Medicare hospice benefit, combining the practical – an overview of the Medicare hospice benefit, common beneficiary challenges, and advice on how to choose a hospice – with policy updates, including recent

oversight efforts by the Centers for Medicare & Medicaid Services (CMS) and proposals to modernize the benefit.

- **American Society on Aging *Elder Abuse and Neglect*** – Elder abuse and neglect is one of the last forms of family exploitation to receive widespread attention, yet nearly 1 in 10 Americans older than age 60 has experienced some form of abuse. This crime robs our most vulnerable population of their dignity, their security, and, in some cases, their lives. This presentation will define the various types of abuse and neglect, discuss examples of abuse in the older adult population, and share techniques used to investigate abuse cases. Participants in this webinar will be able to: Define abuse and neglect; Identify and describe the three types of elder abuse and neglect; Identify the signs and symptoms of possible elder abuse and neglect; Describe the steps to take when elder abuse or neglect is suspected.
- ***NCLER *Strategies for Responding to Debt Collectors*** – Complaints regarding debt collectors and collection practices are frequently among the top complaints of older consumers. Legal Services Corporation’s most recent Justice Gap Report shared that consumer and finance is one of the most common types of civil legal problems experienced by low income older adults’ households. This session will provide different strategies advocates can use to help older consumers respond to debt collectors, including: dealing with debt collection harassment, collection lawsuits, and how to avoid potential scams. Participants will learn about: Strategies for responding to harassment by debt collectors; What to do if your client has been sued for a consumer debt; Potential scams and how to avoid them.
- **American Society on Aging *Navigating Ethical Choices in the Care of Older Adults*** – As dedicated professionals in the field working with older adults, it's crucial to discern and address ethical challenges as they surface, which can prove challenging. Various factors can make older adults vulnerable to abuse, neglect and ill intent, and ethical issues emerge in several areas: complex family dynamics, end-of-life wishes, preserving dignity and respect, promoting independence, and keeping the individual safe. This webinar will delve into these issues, and attendees will gain insights into ethical decision-making models that empower you to reduce risks, advocate for older adults, and report any concerns to the relevant authorities. Uncover a

wealth of knowledge encompassing the preservation of dignity, the promotion of independence, and ensuring the safety of each older adult. Participants in this webinar will be able to: Review ethical principles of caregiving; Discuss the prevention of neglect and abuse; Understand how to support decision making, independence and dignity; Discover educational resources on the ethics of working with older adults.

- **Center for Medicare Advocacy** *Medicare and Oral Health Care* – Concerted, broad-based advocacy over the past several years has achieved results in advancing policies and initiatives to improve equity and access in oral health care for older adults and persons with disabilities. One recent example is Medicare’s clarification that payment may be made for dental services that are integral to the clinical success of certain covered medical services. Learn more about the payment clarification, disparities in access to oral health and the partnerships working to address these disparities and integrate oral health into overall health. This webinar will address the payment clarification, disparities in access to oral health and the partnerships working to address these disparities, and integration of oral health into overall health.
- **AARP Senior Planet** *Mobile Health Apps* – Many people don’t know that their mobile phones have powerful built-in health tools. This lecture introduces common health apps, like the iPhone’s built-in app and the Google Fit app. You’ll learn about using the app’s step counter, as well as integrating information from other popular health and fitness apps. You’ll also learn the benefits of saving your medical ID. (see handout below).
- **National Institute on Aging (NIA)** *Palliative Care & Hospice Across the Lifespan: Expert Q&A* – Experts from NIA and the Eunice Kennedy Shriver National Institute of Child Health and Human Development will discuss: the benefits of palliative and hospice care; how care may change across the lifespan; insights on NIH research in this area.
- **AARP Senior Planet** *Telemedicine* -- Interested in having a virtual visit with your doctor? Or learning about types of telemedicine out there? This lecture provides an overview of telemedicine options and focuses on exploring virtual medical appointments with your doctor in real-time. You’ll see a virtual-visit walk-through and learn what to expect from an appointment. This lecture offers advice about how best to prepare for a

virtual visit, from questions to ask your doctor to your concerns regarding connectivity, privacy, and insurance.

- **National Institute for Healthcare Management (NIHCM)** *The Power and Promise of AI for Health Equity* – As artificial intelligence (AI) drives rapid change in health care, it brings an unprecedented opportunity to address inequitable health outcomes. Longstanding disparities in life expectancy, chronic disease rates, access to care, and other issues persist for many Black, Latino, Native, and Asian Americans, as well as residents of rural communities, people experiencing poverty, and other vulnerable groups. Harnessing AI's full potential to improve health equity requires developing unbiased, comprehensive solutions. Our speakers will discuss: Novel approaches to mitigating bias in AI; Tools for researchers, local and state government experts, and policymakers to help them inform fair AI policies and practices that support health equity; Methods for working with community stakeholders and underserved populations to promote AI as a tool to advance health equity, with a focus on building trust, collaboration, and translating research; Innovative health care industry practices and approaches to eliminating bias in the use of data and AI tools.

***NCLER** = National Center on Law and Elder Rights

****CDA** = State of California Department of Aging

*****SMP** = Senior Medicare Patrol in conjunction with any of the following:
California Department of Justice, Bureau of Medi-Cal Fraud and Elder Abuse,
Consumer Protection and Elder Justice, Elder Law & Disability Rights Center.

******NCOA** = National Council on Aging

*******CANHR** = California Advocates for Nursing Home Reform

INFORMATION AND REFERRAL

Elaine frequently receives inquiries regarding health issues and resources. She does not treat, diagnose, prescribe or give medical advice. She provides information only and practical assistance whenever possible, as well as referrals (not endorsements) to appropriate health service providers when necessary. Elaine has responded to requests for help by providing information and educational material on a variety of health-related topics. During the months included in this report, Elaine took inquiries and requests from seniors and others

needing assistance or information on a variety of topics, including: Food, CalFresh, Utilities, Transportation, and Medicare.

SUMMARY

During the months included in this report, Elder Services provided health and safety information and community outreach to seniors in Tehama County. In addition, networking was achieved, vital contacts made, and the public profile of the Corning Healthcare District was enhanced.

MISSION STATEMENT, VALUES AND OBJECTIVES

Through the above services, the Elder Services Program **fulfills the Mission Statement** of the Corning Healthcare District by bringing quality healthcare and human services related to health to the South County region in order to facilitate areas of unmet healthcare needs.

The Elder Services Program is based on care and compassion and **upholds the Values** of the Corning Healthcare District by offering feasible aspects of health service to the community. We believe in fairness, honesty and integrity. Further, we **meet the Objectives** as stated in the Corning Healthcare District Policy Manual by addressing the health needs of the low income and elderly population of the South County area; by maintaining respectful communications with the Corning Healthcare District and with the clients we serve; by developing and maintaining a public relations program via media and outreach in the community; and by encouraging dialogue and participation from the public.

January 2024 Raffle Prizes



February 2024 Raffle Prize



March 2024 Raffle Prize





Mobile Health Apps

Features

- Step Counter
- Distance tracker
- Health app aggregator
- Medical ID (iPhone)



iPhone Health App



Google Fit App

Step Counter

- Eliminates need for separate fitness tracking device
- Compare stats over time
- Measures: walking & running distance, steps taken, flights climbed (iPhone only)

Integration

- Seamless integration with most popular health & fitness apps
- Recommends apps for information you want to track
- Input health information for more accurate tracking



Medisafe



Dexcom G6 Mobile



Sleep Cycle



Zova

Medical ID on iPhone

- Peace of mind for medical emergencies
- Medical information can be accessed even with phone locked
- Name, age, health conditions, blood type, known allergies, and emergency contact numbers

**PRELIMINARY
EMS STATION
LEASE
AGREEMENT**

LEASE AGREEMENT

1. PARTIES:

THIS LEASE AGREEMENT ("Lease") is made and entered into this 1st day of July 2024 by and between Corning Healthcare District (hereinafter referred to as "Landlord") and St Elizabeth Hospital EMS Ground Ambulance (hereinafter referred to as "Tenant"). The parties acknowledge that nothing contained in the Lease or otherwise is to be construed so as to create or indicate that there exists any type of relationship, except that of Landlord and Tenant.

2. TERM:

The terms of this lease shall be for three (3) years commencing on the 1st of July, 2024 and ending on the 30th of June, 2027. Prior to the expiration of this Lease, if Tenant wishes to extend the Lease for an additional term, then Tenant shall provide advance written notice to Landlord sixty (60) days prior to the expiration of this Lease.

3. RENT:

Tenant agrees to pay to Landlord as basic rent, for the use and occupancy of the Leased Space, the sum of five hundred dollars (\$500.00) per month payable on the first day of each and every month commencing on July 1, 2024 and continuing through the term of this lease. Tenant shall pay rent at the office of the Landlord at P.O. Box 996, Corning, CA. 96021 or any other place or places that Landlord may designate by written notice given to Tenant.

4. PREMISES AND COMMON AREAS:

Premises. Landlord hereby leases to Tenant and Tenant hereby leases from landlord, on the terms and conditions hereinafter set forth, that certain space outlined on the plot map attached and marked Exhibit "A" of the Building located at 175 Solano Street, situated in the City of Corning, State of California, (hereinafter called the "Premises"). Tenant is accepting the Leased Space in an "as is" condition.

5. USE OF PREMISES:

- .1 **Permitted Use.** The Leased Space shall be used for EMS Ground Ambulance services and related office uses and for no other use or uses without the prior express written consent of Landlord.
- .2 **Prohibited Uses.** Tenant shall not commit or permit the commission of any act nor use or permit the use of the Leased Space in any way that
 - a. Increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy insuring the Building or its contents;
 - b. Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Leased Space or the Building;
 - c. Obstructs or interferes with the rights of other tenants or occupants of the Building or injures or annoys them; or
 - d. Constitutes the commission of waste on the Leased Space or the commission or maintenance of a nuisance as defined by the laws of California.

6. UTILITIES AND SERVICES:

- Landlord shall provide the following utilities and services to the Leased Space and Building:
- .1 Water and electricity for the Leased Space and Building.
 - .2 Heating and air-conditioning for the Leased Space and Building.

- .3 Janitorial services for Common Areas.
- .4 Pest control/extermination services for the Leased Space and Building.
- .5 Trash removal service for non-hazardous materials in and about the Common Areas and Building.

7. REPAIRS AND MAINTENANCE:

Landlord shall keep all portions of the Building in good repair and condition and shall make all repairs as needed.

- .1 During the term of this Lease, Tenant shall maintain the Leased Space in a good, clean, and safe condition, and shall on expiration or earlier termination of this Lease surrender the Leased Space to Landlord in as good condition and repair as existed on the date of this Lease, ordinary wear and tear excepted.
- .2 Tenant, at Tenant's own expense, shall repair all deteriorations or injuries to the Leased Space or to the Building occasioned by Tenant's lack of ordinary care.

8. ALTERATIONS:

Tenant shall make no alteration, addition, or improvement to the Leased Space without the advance express written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall submit to Landlord preliminary plans for the alteration, addition, or improvement. Landlord shall approve or disapprove the proposed alteration, addition, or improvement within thirty (30) days after its receipt of Tenant's written request for approval. Tenant shall obtain all necessary governmental permits required for any alteration, addition or improvement and shall comply with all applicable governmental law, regulations, ordinances, and codes. Any fixtures installed as part of the construction, shall at Landlord's option become the property of Landlord on the expiration or other earlier termination of this Lease.

9. SIGNS/ADVERTISING:

Tenant shall have the right to place on or in the Premises such signs, as it deems necessary and proper in the conduct of its business. Such signs will comply with all federal, state, and city laws, codes, ordinances, rules, and regulations applicable to the property. Landlord agrees to allow placement of one (1) signs on the exterior wall of the Building.

10. LOCKS; SECURITY:

Tenant is hereby granted the right to change the locks on the doors to the Premises, provided it supplies Landlord with a copy of the keys thereto. Upon the advance express written consent of Landlord, Tenant shall also have the right to install additional security measures to the Premises.

11. INSURANCE:

- .1 **Tenant's Liability Insurance.** Tenant shall during the term of this Lease, maintain public liability insurance in the sum of at least five hundred thousand dollars (\$500,000.00) for injury to or death of one person, and one million dollars (\$1,000,000.00) for injury to or death of more than one person in any one accident, insuring the Tenant against liability for injury and/or death occurring in the Building, Leased Space, or the Common Areas. Landlord shall be named as an additional insured and the policy shall contain cross-liability endorsements. The Tenant shall maintain all such insurance in full force and effect during the entire term of this Lease and shall pay all premiums for the insurance. Evidence of insurance and of the payment of premiums shall be delivered to Landlord.

- .2 **Insurance for Tenant's Personal Property.** Tenant agrees at all times during the term of this Lease to keep, at Tenant's sole expense, all of Tenant's personal property, including trade fixtures and equipment of Tenant that may be on or in the Leased Space, Building, and Common Areas insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of Tenant to fully replace the personal property, trade fixtures, and equipment.

12. INSPECTION BY LANDLORD:

Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter the Leased Space upon reasonable notice for the purpose of inspecting the Leased Space to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest in the Lease Space under this Lease.

13. ASSIGNMENT AND SUBLETTING:

Tenant shall not encumber, assign, sublet, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Leased Space without obtaining the advance express written consent of Landlord.

14. INDEMNIFICATION:

- .1 Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property in or about the Leased Space or any part of the Leased Space by or from any cause whatsoever, except injury or damage to Tenant resulting from the acts or omissions of Landlord or Landlord's authorized agents.
- .2 Tenant shall hold Landlord harmless from and defend Landlord against any and all claims or liability for any injury or damage to any person or property whatsoever occurring in, on, or about the Leased Space or any part of it, and occurring in, on, or about any Common Areas of the Building when that injury or damage was caused in part or in whole by the act, neglect, fault of, or omission of any duty by Tenant, its agents, servants, employees, or invitees.

15. CASUALTY AND CONDEMNATION:

- .1 **CASUALTY.** In the event any portion of the Premises are damaged or destroyed or the Building is destroyed or extensively damaged by fire or other casualty, Landlord shall inform Tenant, within thirty (30) days of the date of such destruction or damage, of Landlord's intent to rebuild. If Landlord decides not to rebuild, at Tenant's election the Lease shall immediately cease without further obligation on the part of Tenant and Tenant shall vacate the Premises within thirty (30) days of Tenant's election to terminate. If Landlord decides to rebuild, the Building and the Premises must be restored to their original condition within sixty (60) days of the date of destruction or damage and, if the damage has rendered the Premises untenable, in whole or in part, there shall be abatement of the Rent to the extent of the portion of the Premises rendered untenable until the damage has been repaired. If Landlord is unable to restore the Building and the Premises within sixty (60) days, Tenant may, at Tenant's option, cancel this Lease without further obligation on the part of Tenant, and Tenant shall vacate the Premises within thirty (30) days of its election to terminate. Upon Tenant's vacation of the Premises, this Lease shall become null and void and neither party hereto shall have any further rights or liabilities hereunder, except those that expressly survive termination.

- .2 **CONDEMNATION.** If all or any part of the Leased Space is taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this Lease, either Landlord or Tenant may terminate this Lease by giving the other thirty (30) days written notice of termination; provided, however, that Tenant cannot terminate this Lease unless the portion of the Leased Space taken by eminent domain is so extensive as to render the remainder of the Leased Space useless for the uses permitted by this Lease. If only a portion of the Leased Space is taken by eminent domain and neither Landlord nor Tenant terminates this Lease, the rent thereafter payable under this Lease shall be reduced by the same percentage that the floor area of the portion taken by eminent domain bears to the floor area of the entire Leased Space. If any portion of the Building other than the Leased Space is taken by eminent domain, Landlord may, at its option, terminate this Lease by written notice to Tenant. Any and all damages and compensation awarded or paid because of a taking of the Leased Space or the Building shall belong to Landlord, and Tenant shall have no claim against Landlord or the entity exercising eminent domain power for the value of the unexpired term of this Lease or any other right arising from this Lease.

16. ACTS CONSTITUTING BREACH BY TENANT:

The following shall constitute a default under and a breach of this Lease by Tenant:

- .1 The nonpayment of rent when due, when the nonpayment continues for ten (10) days after written notice to pay rent or surrender possession of the Leased Space has been given by Landlord to Tenant;
 - .2 Failure to perform any provision, covenant, or condition of this Lease other than one for the payment of rent, when that failure is not cured within thirty (30) days after written notice of the specific failure is given by Landlord to Tenant;
 - .3 The breach of this Lease and abandonment of the Lease Space without payment of rent before expiration of the term of this Lease;
 - .4 A receiver is appointed to take possession of all or substantially all of Tenant's property located at the Leased Space or of Tenant's interest in this Lease, when possession is not restored to Tenant within thirty (30) days;
 - .5 Tenant makes a general assignment for the benefit of creditors;
 - .6 The execution, attachment, or other judicial seizure of substantially all of Tenant's assets located at the Leased Space or of Tenant's interest in the Lease, when the seizure is not discharged within fifteen (15) days; or
 - .7 The filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days).
- The notices provided for in subsection (15.1) and (15.2) of this Paragraph 15 are not intended to replace, but rather are in addition to any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure 1161, et. seq.

17. ATTORNEYS' FEES/GOVERNING LAW:

- .1 **Attorneys' Fees.** If any litigation is commenced between the parties to this Lease concerning the Lease Space, this Lease, or the rights and duties of either in relation to the Leased Space or the Lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorneys' fees in the litigation, which shall be determined by the court in that litigation or in a separate action brought for that purpose.
- .2 **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the state in which the Property is located, without regard to conflicts of law principles.

18. BINDING ON HEIRS AND SUCCESSORS:

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, but nothing in this paragraph shall be construed as a consent by Landlord to any assignment of this Lease or any interest therein by Tenant except as provided in Paragraph 13 of this Lease.

19. NOTICES:

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Landlord at P.O. Box 996, Corning, California 96021 or to Tenant at 220 Sycamore Street, Suite 101, Red Bluff, CA 96080.

20. AMERICANS WITH DISABILITIES ACT COMPLIANCE

Landlord is responsible for seeing that the Premises and the common areas are in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 and its implementing regulations, as amended or supplemented from time to time (together the "ADA"), and all similar applicable state and local laws, rules and regulations. Tenant warrants that it will not do anything in or about the Premises which would violate the ADA, and all similar applicable state and local laws, rules and regulations. Landlord will hold Tenant harmless and indemnify Tenant for all claims, demands, judgments, costs, expenses (including reasonable attorneys' fees) and losses arising out of or related to Landlord's failure to comply with the ADA and all similar applicable state and local laws, rules and regulations.

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

LANDLORD:

TENANT:

CORNING HEALTHCARE DISTRICT

ST ELIZABETH COMMUNITY HOSPITAL

By: _____

By: _____

Name: Yvonne Boles

Name: Rodger Page

Title: President

Title: President

QUEST DIAGNOSTICS LEASE AGREEMENT

AMENDMENT TO LEASE AGREEMENT

On this 1st day of July 2024, **CORNING HEALTHCARE DISTRICT** (“Landlord”) and **UNILAB CORPORATION, d/b/a QUEST DIAGNOSTICS**, a Delaware corporation (“QUEST”) have entered into this Fourth Amendment and Renewal of Lease Agreement (“Amendment”).

RECITALS

- A. Landlord and QUEST entered into a written Lease Agreement dated August 17, 2009 (the “Lease”) in which Landlord leased to QUEST the premises known as 275 Solano Street, Suite 501, Corning, CA 96021 (the “Premises”).
- B. Landlord and QUEST now desire, among other things, to modify and extend the term of the Lease.

NOW THEREFORE, intending to be legally bound, Lessor and QUEST agree as follows:

AGREEMENT

- 1. Notwithstanding anything to the contrary contained in the Lease, the term of the Lease shall be extended for an additional Five (5) years commencing on July 1, 2024 and continuing until June 31, 2029 (the “Extended Term”) under the same terms and conditions as contained in the lease and any amendment(s) thereto except as specifically set forth herein.
- 2. QUEST may, at its sole option, at any time after the third year of the Extended Term of this Lease, upon ninety (90) days prior written notice to Landlord, terminate this Lease in all parts without penalty. Upon expiration this Lease shall become null and void and neither party hereto shall have any further rights or liabilities hereunder, except those that expressly survive termination.
- 3. The monthly rental payment during the entire Extended Term shall be Nine Hundred Ninety-three and 31/100 Dollars (\$993.31), subject to annual increases of 3 percent.
- 4. All remaining terms and conditions contained in the Lease shall remain in full force and effect except to the items listed above.

IN WITNESS WHEREOF, the Landlord and QUEST agree to all terms and conditions set forth above and hereby execute this Third Amendment to be affixed the day and year first written above.

CORNING HEALTHCARE DISTRICT

**UNILAB CORPORATION,
d/b/a QUEST DIAGNOSTICS**

By: _____
Signature

By: _____
Signature

Name: Yvonne Boles

Name: _____

Title: President

Title: _____

This is our proposal for this lease renewal:

Lease Term: 5 year

Annual Escalations: 3% escalations

Early termination Option: after year 3 (matches previous lease language)

Tenant Improvements: Fresh coat of paint, carpet removal from the reception area and hallway to building standard

Renewal Option(s): 2 options for 3 years each, 3% escalations

Please forward me the lease document when available.

Thank you,

Lanette