



**DESERT HEALTHCARE DISTRICT  
BOARD MEETING  
Board of Directors  
September 22, 2020  
5:30 P.M.**

In accordance with the current State of Emergency and the Governor's Executive Order N- 25-20, of March 12, 2020, revised on March 18, 2020, teleconferencing will be used by the Board members and appropriate staff members during this meeting. In lieu of attending the meeting in person, members of the public will be able to participate by webinar by using the following link:

**<https://us02web.zoom.us/j/83695030870?pwd=REZlb2VFZDVYUG4xNVFpcEVnbmJCZz09>  
Password: 205984**

Participants will need to download the Zoom app on their devices. Members of the public may also be able to participate by telephone, using the follow dial in information:

Dial in #: **(669) 900-6833** To Listen and Address the Board when called upon:

**Webinar ID: 836 9503 0870**

**Password: 205984**

You may also email [ahayles@dhcd.org](mailto:ahayles@dhcd.org) with your public comment no later than 4 p.m., Tuesday, 09/22.

<i>Page(s)</i>	<b>AGENDA</b> <i>Any item on the agenda may result in Board Action</i>	<i>Item Type</i>
	<b>A. CALL TO ORDER – President De Lara</b> Roll Call ____Director Shorr____Director Zendle, MD____Director PerezGil____ Director Rogers, RN____Director Matthews____ Vice-President/Secretary Borja____President De Lara	
	<b>B. PLEDGE OF ALLEGIANCE</b>	
1-3	<b>C. APPROVAL OF AGENDA</b>	<b>Action</b>
	<b>D. PUBLIC COMMENT</b> At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. <b>The Board has a policy of limiting speakers to no more than three minutes.</b> The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.	
	<b>E. CONSENT AGENDA</b> All Consent Agenda item(s) listed below are considered routine by the Board of Directors and will be enacted by one motion. <u>There will be no separate discussion of items unless a Board member so requests, in which event the item(s) will be considered following approval of the Consent Agenda.</u>	<b>Action</b>



	1. BOARD MINUTES	
4-13	a. Board of Directors – July 28, 2020	
14-20	b. Special Meeting of the Board of Directors – August 25, 2020	
	2. FINANCIALS	
21-47	a. Approval of the July and August 2020 Financial Statements – F&A Approved September 08, 2020	
	3. LAS PALMAS MEDICAL PLAZA	
48-53	a. Service Agreement Addendum - Magdalena Martinez dba Personnel 411 HR Consulting – \$833.33 per month	
54-75	b. LPMP Lease Agreement – LABCORP – 3 Year Lease	
76-79	c. LPMP – Early Lease Termination Agreement – Dennis Spurgin	
80-82	d. LPMP - Temporary Lease Agreement – Arrowhead Evaluation Services, Inc.	
	<b>F. DESERT HEALTHCARE DISTRICT CEO REPORT</b>	
	– Conrado E. Bárzaga, MD	
83	1. Local Area Formation Commission (LAFCO) Municipal Services Review (MSR) Review Update	Information
84-85	2. Coordination of DHCD efforts to ensure community access to COVID-19 testing and healthcare	Information
86-87	3. Community Health Needs Assessment and Health Improvement Plan – Timeline Update	Information
88-89	4. Regional Access Project Foundation (RAP) COVID-19 Emergency Collaborative Update	Information
90	5. DHCD 20-Year Historical Grant Report	Information
91-95	6. Lift to Rise Rental Assistance Program – Updates and Enrollment Events	Information
	7. Association of California Healthcare Districts (ACHD) Annual “Virtual” Conference – September 23-25	Information
	8. Special Meeting of the Board – Board and Communications Workshop with Rauch Communications – September 23	Information
96-97	9. California Special Districts Association (CSDA) – DHCD Certification Presentation, Chris Palmer, Senior Public Affairs Field Coordinator, CSDA	Information
	<b>G. DESERT REGIONAL MEDICAL CENTER CEO REPORT</b>	Information
	– Michele Finney, CEO	
	<b>H. DESERT REGIONAL MEDICAL CENTER GOVERNING BOARD OF DIRECTORS REPORT – Director Les Zendle, MD, and Director Carole Rogers, RN</b>	Information



<b>98-100</b> <b>101-104</b> <b>105-119</b> <b>120</b> <b>121-148</b>	<b>I. 1. PROGRAM COMMITTEE – Chair/Director Evett PerezGil,</b> Vice-President Karen Borja, and Director Carol Rogers, RN	
	1. Draft Meeting Minutes - September 08, 2020	Information
	2. Funding Requests	Information
	3. Progress and Final Report	Information
	4. Grants Payment Schedule	Information
	5. Consideration to approve Grant #1139 – California State University San Bernardino Palm Desert Campus (CSUSB-PD) Street Medicine Program - \$50,000	<b>Action</b>
	<b>2. FINANCE, LEGAL, ADMINISTRATION &amp; REAL ESTATE</b> <b>COMMITTEE – Chair/Treasurer Mark Matthews, President</b> Leticia De Lara, and Director Arthur Shorr	
<b>149-153</b>	1. Draft Meeting Minutes – September 08, 2020	Information
<b>154-172</b>	2. Retirement Protection Plan - Actuarial Valuation Report – June 30, 2020	Information
<b>173-187</b>	3. Consideration to approve the Consulting Services Agreement – Strategies 360 – Voter Education Project – NTE \$30,000	<b>Action</b>
	<b>J. OLD BUSINESS</b>	
	1. 2020 Census – Coachella Valley Update – September 30, count end date	Information
	2. Update on the District's History Book	Information
<b>188-191</b>	3. Coachella Valley Association of Governments (CVAG) – CV Link Quarterly (Q2) Progress Report	Information
	<b>K. NEW BUSINESS</b>	
<b>192-197</b>	1. Consideration to approve a four (4) month no-cost grant extension for Grant #1124 – UCR School of Medicine – COVID-19 Testing for Farm working Communities in the Eastern Coachella Valley	<b>Action</b>
	<b>L. LEGAL</b>	
<b>198-201</b>	1. Legislative Update	Information
	<b>M. IMMEDIATE ISSUES AND COMMENTS</b>	
	<b>N. ADJOURNMENT</b>	

*If you have any disability which would require accommodation to enable you to participate in this meeting, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer, at [ahayles@dhcd.org](mailto:ahayles@dhcd.org) or call (760) 323-6110 at least 24 hours prior to the meeting.*



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<b>Directors Present – Video Conference</b>		<b>District Staff Present – Video Conference</b>	<b>Absent</b>
President Leticia De Lara Vice-President/Secretary Karen Borja Treasurer Mark Matthews Director Carole Rogers, RN Director Evett PerezGil Director Les Zendle, MD Director Arthur Shorr		Conrado E. Bárzaga, MD, CEO Chris Christensen, CAO Donna Craig, Chief Program Officer Will Dean, Marketing and Communications Director Alejandro Espinoza, Program Officer and Outreach Director Eric Taylor, Accounting Manager Meghan Kane, Programs and Research Analyst Vanessa Smith, Special Projects and Program Manager Erica Huskey, Administrative and Program Assistant Andrea S. Hayles, Clerk of the Board  <u>Legal Counsel</u> Jeff Scott	
<b>AGENDA ITEMS</b>	<b>DISCUSSION</b>	<b>ACTION</b>	
<b>A. Call to Order</b>	President De Lara called the meeting to order at 5:30 p.m.		
<b>Roll Call</b>	The Clerk of the Board called the roll with all Directors' present.		
<b>B. Pledge of Allegiance</b>	President De Lara asked those in attendance to join in the Pledge of Allegiance.		
<b>C. Approval of Agenda</b>	President De Lara asked for a motion to approve the agenda.	<b>#20-86 MOTION WAS MADE by Director PerezGil and seconded by Director Shorr to approve the agenda.</b> <b>Motion passed unanimously.</b> <b>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 0</b> <b>ABSENT – 0</b>	





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<p><b>Special District Selection Committee Elections</b></p>	<p>was selected as a nominee, and Director Shorr as an alternate to serve on the LAFCO Special District Committee. The ballots were returned, with Mission Springs Water District as the primary candidate, and Western Municipal Water District as the alternate.</p>	
<p><b>3. Local Area Formation Commission (LAFCO) Municipal Services Review (MSR) Update</b></p>	<p>Director Zendle requested a tutorial on LAFCO's work and the purpose of the committee.</p> <p>Dr. Bárzaga, CEO, explained that the terms of the contract are underway with a final draft of the Municipal Services Review (MSR) in the Fall. There is a new section to the MSR related to COVID-19, which should be received in the next few weeks.</p>	
<p><b>4. Association of California Healthcare Districts (ACHD) Annual "Virtual" Conference – September 23-25</b></p>	<p>Dr. Bárzaga, CEO, described the Association of California Healthcare Districts (ACHD) annual meeting in September, and the theme of the virtual conference – Meeting the Moment.</p>	
<p><b>5. Special Meeting of the Board Study Session on FY 20-21 Grant-making Process – August 25</b></p>	<p>Dr. Bárzaga, CEO, explained that the Board is normally dark in August, and at the Board's request, a study session on the grant-making process will be conducted with an efficient transparent process.</p>	
<p><b>6. Special Meeting of the Board – Board and Staff</b></p>	<p>Dr. Bárzaga, CEO, described the September 23, Special</p>	

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<p><b>Communications Workshop with Rauch Communications – September 23</b></p>	<p>Meeting of the Board Communications Workshop, a continuation from the prior meeting every quarter.</p>	
<p><b>G. Desert Regional Medical Center CEO Report</b></p>	<p>Michele Finney, CEO, Desert Care Network, Desert Regional Medical Center, provided an update explaining the increase in inpatient COVID-19 activity with 85 Average Daily Census (ADC), and a peak of 107 during the month, currently leveling off in the 70 ADC range, which is consistent with the county's positive rate. JFK Memorial Hospital has a 45 ADC range; however, in the hospitals, there are fewer patients presenting for care, but more admissions for a longer length of stay, which is driving up the census levels. JFK has secured supplemental RN and Respiratory Therapy staff through agencies, and as of today DCN has 103 agency staff, with an additional 64 expected in the next few days, totaling 167 additional nursing and respiratory therapy resources. Staying a step ahead with equipment needs with additional orders for increasing ventilator and high flow capacity, High Desert and JFK Hospitals submitted to the California Department of Public Health (CDPH) for staffing ratio waivers, which were granted. The COVID-19 Navigator is a new position and the ability to obtain in-house COVID positive care, convalescent plasma, and</p>	

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	<p>qualifying for treatment therapy. There is a 5-7-10 day result for outsourcing testing; however, in-house testing with the Rapid 15-minute testing and another test with a 2-4-hour turnaround is prioritized for tests. The emergency room expansion includes seven additional treatment areas with a total of 44 treatment locations, including gurneys and chairs, and another refurbishing forthcoming, such as flooring that will commence soon.</p> <p>The California Nursing Association (CNA) and the SEIU are under contract negotiations, which is state-wide with notifications of an informational picket event this Thursday at 6:30 a.m. CNA will have an information picket event on August 5, and the staff positivity rate is lower than the community rate.</p>	
<b>H. Desert Regional Medical Center Governing Board of Directors Report</b>	<p>Director Zendle provided an overview of the Governing Board meeting, explaining that the 2019 annual report of the comprehensive cancer center illustrated 85k visits, a drop after February, and the April and May patient flows have since increased. The Governing Board reviewed the quality report on various measures and the medical staff report on credentialing.</p>	
<b>I.1. Program Committee</b>		

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<ol style="list-style-type: none"> <li>1. Draft Meeting Minutes – July 14, 2020</li> <li>2. Funding Requests</li> <li>3. Grants Payment Schedule</li> </ol>	<p>Director PerezGil provided an overview of the July 14, meeting minutes, and Donna Craig, Chief Program Officer, outlined the funding requests and grant payment schedule.</p>	
	<p>Director Zendle suggested the addition of all the grantees on the grant's payment schedule, an accumulative report in the last seven years. President De Lara suggests once a year with Director Zendle requesting that staff provide their recommendations.</p>	
<ol style="list-style-type: none"> <li>4. Consideration to approve \$500,000 from FY 20-21 Grant Budget to the Foundation to further Advance the District's Role in Addressing the Healthcare Needs of Black Communities in the Coachella Valley – Strategic Focus Area: Healthcare Infrastructure and Services</li> </ol>	<p>Donna Craig, Chief Program Officer, explained the role of the Program Committee and the five Board approved strategic focus areas, also describing the various partnerships and collaborations.</p>	<p><b>#20-88 MOTION WAS MADE by Director Matthews and seconded by Director Rogers to approve \$500,000 from FY 20-21 Grant Budget to the Foundation to further Advance the District's Role in Addressing the Healthcare Needs of Black Communities in the Coachella Valley – Strategic Focus Area: Healthcare Infrastructure and Services.</b></p>
<ol style="list-style-type: none"> <li>4. Expanding Racial Diversity in the Health Profession Workforce - \$100,000</li> </ol>	<p>Public Comments in support of the grant were the following:</p>	<p><b>Motion passed unanimously.</b></p>
<ol style="list-style-type: none"> <li>5. Access to Healthcare Strategies - \$400,000</li> </ol>	<p>Greg Rodriguez, Public Policy Advisor, Office of Supervisor Perez</p>	<p><b>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b></p>
<ol style="list-style-type: none"> <li>6. Long-term comprehensive strategies to advancing the District's role in addressing the healthcare needs of the Black communities in the Coachella Valley</li> </ol>	<p>Gary Rotto, Consultant, Borrego Health</p>	<p><b>NOES – 0</b></p>
<ol style="list-style-type: none"> <li>7. Collaborative Efforts</li> </ol>	<p>Dr. Barzaga, CEO, explained the site visit of the Nobel Ranch and the Desert Highland Gateway Community with Inland Empire Health Plan (IEHP) as a collaborator in advancing the District's role.</p>	<p><b>ABSENT – 0</b></p>
<p>I.2. F&amp;A</p>		

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<p><b>1. Meeting Minutes – July 14, 2020</b></p>	<p>Director Matthews described the minutes of the July 14, F&amp;A Committee meeting.</p>	
<p><b>I.3. Strategic Planning Committee</b></p>		
<p><b>1. Meeting Minutes – July 14, 2020</b></p>	<p>Director Zendle described the interim strategic planning and possible delays with the</p>	
<p><b>2. Community Health Needs Assessment and Health Improvement Plan Update</b></p>	<p>Community Health Needs Assessment and Health Improvement Plan, explaining that a contingency may be necessary moving forward.</p>	
<p><b>J. Old Business</b></p>		
<p><b>1. 2020 Census – Coachella Valley Update</b></p>	<p>Donna Craig, Chief Program Officer, explained that the Coachella Valley falls behind on their response rate to the census, with lower response rates in the east.</p>	
<p><b>2. Production and Publication of the District's History Book – Update</b></p>	<p>Director Rogers inquired on a \$5 gift card to encourage the community to complete the census. Staff will investigate the gift cards and will determine how the District can assist with the efforts.</p>	
<p><b>3. Consideration to approve Lift to Rise Economic Protection Plan and Support Fund Budget Modification for Grant #1080</b></p>	<p>Will Dean, Marketing and Communications Director, explained that the first draft of the history book was received in June with a review committee underway, and an additional draft in mid-August.</p> <p>President De Lara left the meeting and recused herself from the discussion and votes. Dr. Barzaga, described the economic protection plan, and the necessity of expanding the</p>	



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	<p>program in the Coachella Valley.</p> <p>Heather Vaikona, President and CEO, Lift to Rise, described the implementation of the program, the uncertainties with the costs, the doubled workload without a pool of resources, and averaging telephonically one message per minute.</p> <p>Matthew Gonda, External Consultant, Lift to Rise, explained that the expenses are increasing for staffing and outreach and the number of households served, receiving \$500k from the county and the CARES Act, a new grant by the end of the program, and \$100k from another organization, which is short another \$500k.</p> <p>Araceli Palafox, Deputy Director, provided an overview of the day-to-day activities and the additional roles staff has implemented, such as verifying landlord and tenant details.</p> <p>Greg Rodriguez, Public Policy Advisor, Office of Supervisor Perez described the CARES Act restrictions and the eviction moratorium, including providing legal assistance referrals and addressing poor living conditions.</p>	
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	<p>Dr. Barzaga highlighted the project as a collaborative active with other organizations that are contributing with less flexibility on how the funds are deployed and the benefits of the community.</p> <p>Director Zendle explained the he will not support 85% of the \$500k for overhead costs and shoulder the entire shortfall and administrative costs of the program.</p> <p>Director Rogers motioned and seconded by Director Shorr, explaining that the program will not work unless the District supports it, Lift to Rise received funding from other sources, but to assist with balancing their budget, and accommodate their requests the District's funding is necessary.</p> <p>Director Zendle motioned to amend the original motion to increase the share of overhead from 5% to 30%, totaling \$150,000 towards administrative costs, recommending that Lift to Rise request the same of other funders.</p>	<p><b>#20-89 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to amend Director Rogers motion to increase the share from 5% to 30% totaling \$150k of the administrative costs. Motion passed 5-2.</b>  <b>AYES – 5 Vice-President Borja, Director Matthews, Director PerezGil, Director Zendle, and Director Shorr</b>  <b>NOES – 1 Director Rogers</b>  <b>RECUSAL – 1 – President De Lara</b></p> <p><b>#20-90 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to increase the share from 5% to 30% totaling \$150k of the administrative costs. Motion passed 5-2.</b>  <b>AYES – 5 Vice-President Borja, Director Matthews, Director PerezGil, Director Zendle, and Director Shorr</b>  <b>NOES – 1 Director Rogers</b>  <b>RECUSAL – 1 – President De Lara</b></p>
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<b>K. New Business</b>		
1. <b>Consideration to approve the Amendment to CEO Employment Agreement increasing his annual salary by 5% and extending the term to July 31, 2023</b>	Jeff Scott, Legal Counsel, presented for the Board's consideration the amendment to Conrado's employment agreement for an additional 2 years from July 2021 to July 2023 with a 5% increase.	<b>#20-90 MOTION WAS MADE by Director Matthews and seconded by Director Shorr to approve the Amendment to CEO Employment Agreement increasing his annual salary by 5% and extending the term to July 31, 2023 Motion passed unanimously. AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 0</b>
<b>L. Legal</b>	There were no legal updates.	
<b>M. Immediate Issues and Comments</b>	There were no immediate issues and comments.	
<b>N. Adjournment</b>	President De Lara adjourned the meeting Adjourned at 8:01 p.m.	<b>Audio recording available on the website at <a href="http://dhcd.org/Agendas-and-Documents">http://dhcd.org/Agendas-and-Documents</a></b>

ATTEST: \_\_\_\_\_  
Karen Borja, Vice-President/Secretary  
Desert Healthcare District Board of Directors

*Minutes respectfully submitted by Andrea S. Hayles, Clerk of the Board*



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<b>Directors Present – Video Conference</b>	<b>District Staff Present – Video Conference</b>	<b>Absent</b>
President Leticia De Lara Vice-President/Secretary Karen Borja Treasurer Mark Matthews Director Carole Rogers, RN Director Evett PerezGil Director Les Zendle, MD Director Arthur Shorr	Conrado E. Bárzaga, MD, CEO Chris Christensen, CAO Donna Craig, Chief Program Officer Will Dean, Marketing and Communications Director Alejandro Espinoza, Program Officer and Outreach Director Meghan Kane, Programs and Research Analyst Vanessa Smith, Special Projects and Program Manager Erica Huskey, Administrative and Program Assistant Andrea S. Hayles, Clerk of the Board  <u>Legal Counsel</u> Jeff Scott	

<b>AGENDA ITEMS</b>	<b>DISCUSSION</b>	<b>ACTION</b>
<b>A. Call to Order</b>  <b>Roll Call</b>	President De Lara called the meeting to order at 5:03 p.m.  The Clerk of the Board called the roll with all Directors' present except Director Rogers who joined shortly after experiencing technical difficulties.	
<b>B. Pledge of Allegiance</b>	President De Lara asked those in attendance to join in the Pledge of Allegiance.	
<b>C. Approval of Agenda</b>	President De Lara asked for a motion to approve the agenda.	<b>#20-91 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to approve the agenda.</b> <b>Motion passed unanimously.</b> <b>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 0</b>



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<p><b>3. SB 758 Health and care facilities – Disaster and seismic preparedness</b></p> <p><b>4. COVID-19 Federally Qualified Health Centers Testing/Antibody Updates</b></p>	<p>Healthcare District’s already has a process. The bill would add an additional layer and complicates the process by granting the attorney general additional power. Jeff Scott, Legal Counsel, provided additional information and oversight on the SB 977. Vice-President Borja recommends reaching out to Senator Melendez.</p> <p>Director Rogers provided an overview of her past support and lobbying on the bill with then-attorney general, Kamala Harris, and preventing hospital systems anti-trust behavior while reading her personal letter of support for the bill to Assemblymember Garcia.</p> <p>Dr. Bárzaga, CEO, provided an overview of SB 758, describing the letter of support to Assemblymember Chad Mayes.</p> <p>Dr. Bárzaga, CEO, described the testing in the Coachella Valley, the length of time for COVID-19 testing results, the media interest, and coordination with public health for the ID-NOW Rapid Testing.</p>	
<p><b>F. New Business</b></p> <p><b>1. Local Area Formation Commission (LAFCO) – Consideration to approve an alternate member of</b></p>	<p>Dr. Bárzaga, CEO, explained that LAFCO is commencing a new alternate position on the Special District Committee and</p>	<p><b>#20-92 MOTION WAS MADE by Director Shorr and seconded by Director Rogers to approve</b></p>

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<p><b>appointment to the LAFCO Special District Committee</b></p> <p><b>2. Consideration to approve Mini Grant #1132 – Vision Y Compromiso – The Promotoras Census Outreach Project in Coachella Valley – \$5,000</b></p>	<p>the Board’s determination for a nominee. Director Shorr motioned to nominate Vice-President Borja to the alternate position of the LAFCO Special District Committee.</p> <p>Dr. Bárzaga, CEO, rescued himself from the discussion due to a conflict of interest.</p> <p>Donna Craig, Chief Program Officer, explained the mini grant for \$5k, the deadline, the census count ending early on September 30, and the push for further education.</p>	<p><b>Vice-President Borja as an alternate member of appointment to the LAFCO Special District Committee.</b> <b>Motion passed unanimously.</b> <b>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 0</b> <b>ABSENT – 0</b></p> <p><b>#20-93 MOTION WAS MADE by Vice-President Borja and seconded by Director Matthews to approve Mini Grant #1132 – Vision Y Compromiso – The Promotoras Census Outreach Project in Coachella Valley – \$5,000</b> <b>Motion passed unanimously.</b> <b>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 0</b> <b>ABSENT – 0</b></p>
<p><b>G. Legal</b></p> <p><b>1. Consideration to approve Resolution #20-04 – Conflict of Interest Code approved at the March 24, 2020 Board of Directors Meeting</b></p>	<p>Jeff Scott, Legal Counsel, explained the county’s biannual review of Special District’s Conflict of Interest Code, which will finalize the policy with the approval of Resolution #20-04.</p>	<p><b>#20-94 MOTION WAS MADE by Director Matthews and Director Shorr to approve Resolution #20-04 – Conflict of Interest Code</b> <b>Motion passed unanimously.</b> <b>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 0</b> <b>ABSENT – 0</b></p> <p><b>#20-95 MOTION WAS MADE by</b></p>

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<p><b>2. Consideration to approve Resolutions #20-05, #20-06, and #20-07 requesting the Board of Supervisors appoint President De Lara (Zone 7) Director Shorr (Zone 5), and Director Zendle (Zone 1) to terms ending in 2024</b></p>	<p>Jeff Scott, Legal Counsel, provided an overview of the resolutions to the Board of Supervisors appointing Zones 1, 5, and 7 that are unopposed.</p> <p>Vice-President Borja explained that Measure BB, which expanded the District's boundaries, allows for additional representation, and voting for their representatives. Write-in candidates do not have the opportunity to contest the Zones if the District moves forward with the Supervisors' approval of the appointments. Vice-President Borja inquired on setting aside voter outreach monies, using the costs of those elections – approx. \$30k.</p> <p>Jeff Scott, Legal Counsel, explained that based on the election code laws, the District does not have a choice in the matter. Information outreach is an appropriate form of voter education, but the District must be cautious and practical with the matter.</p> <p>Vice-President Borja requested that \$30k or 10% of the savings in Zone 3 is used for voter education in the District election – \$2 per person. Legal Counsel explained that the matter is not on the agenda, and staff</p>	<p><b>Director Matthews and Director Rogers to approve Resolution #20-05 – Zone 7 – requesting the Board of Supervisors appoint President De Lara.</b> <b>Motion passed unanimously.</b> <b>AYES – 6 President De Lara, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 1 Vice-President Borja</b> <b>ABSENT – 0</b></p> <p><b>#20-96 MOTION WAS MADE by Director Matthews and Director Zendle to approve Resolution #20-06 – Zone 5 – requesting the Board of Supervisors appoint Director Shorr.</b> <b>Motion passed unanimously.</b> <b>AYES – 6 President De Lara, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 1 Vice-President Borja</b> <b>ABSENT – 0</b></p> <p><b>#20-97 MOTION WAS MADE by Director Matthews and Director PerezGil to approve Resolution #20-07 – Zone 1 – requesting the Board of Supervisors appoint Director Zendle.</b> <b>Motion passed unanimously.</b> <b>AYES – 6 President De Lara, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</b> <b>NOES – 1 Vice-President Borja</b> <b>ABSENT – 0</b></p>
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	can bring the item back to the Board with recommendations.	
<b>G. Study Session</b>		
<b>1. FY 20-21 Grant-making process and approved recommendations for Equity, Fairness, Transparency and Accountability</b> <b>a. Healthcare Infrastructure</b> <b>b. Behavioral Health</b> <b>c. Homelessness</b> <b>d. Vital Human Services to People with Chronic Conditions</b> <b>e. Economic Protection, Recovery, and Food Security</b>	<p>Dr. Bárzaga, CEO, provided an overview of the presentation on the grantmaking process.</p> <p>Meghan Kane, Programs and Research Analyst provided an overview of the PowerPoint presentation, highlighting the importance of grants in the Coachella Valley as a secondary revenue source – further detailing the Board-approved equity, fairness, transparency and accountability for healthcare infrastructure, behavioral health, homelessness, vital human services to people with chronic conditions, and economic protection, recovery, and food security.</p> <p>Public Comments: Taylor Libolt Varner, Regional Housing Planner, Lift to Rise, explained their role of a regional response to the housing crisis, commending the District for their work, further describing how Lift to Rise is working on affordable housing related to the social determinants of health, encouraging long-term solutions in addressing the issue in all our strategies.</p> <p>Greg Rodriguez, Government Relations and Public Policy Advisor, Office of Supervisor</p>	

**DESERT HEALTHCARE DISTRICT  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
MEETING MINUTES  
August 25, 2020**

	<p>Perez, explained the CV Housing First program the District has supported with matching funds.</p> <p>Carmina Zavala, Zone 3 Candidate, introduced herself and provided background on her role in the mental profession.</p> <p>The Board discussed the grantmaking recommendations, and Director Rogers suggested the inclusion of nutrition and education to Economic Protection, Recovery, Food, and Food Insecurity.</p> <p>President De Lara suggests the addition of Black Lives Matter in support of the black communities in Coachella Valley to the District's strategic funding.</p>	
<b>H. Adjournment</b>	<p>President De Lara adjourned the meeting Adjourned at 7:29 p.m.</p>	<p><b>Audio recording available on the website at</b>  <a href="http://dhcd.org/Agendas-and-Documents">http://dhcd.org/Agendas-and-Documents</a></p>

ATTEST: \_\_\_\_\_  
 Karen Borja, Vice-President/Secretary  
 Desert Healthcare District Board of Directors

*Minutes respectfully submitted by Andrea S. Hayles, Clerk of the Board*



<b>DESERT HEALTHCARE DISTRICT</b>
<b>JULY / AUGUST 2020 FINANCIAL STATEMENTS</b>
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DESERT HEALTHCARE DISTRICT				
YEAR TO DATE VARIANCE ANALYSIS				
ACTUAL VS BUDGET				
TWELVE MONTHS ENDED JUNE 30, 2021				
Preliminary				
Scope: \$25,000 Variance per Statement of Operations Summary				
	YTD		Over(Under)	
Account	Actual	Budget	Budget	Explanation
4000 - Income	\$ 1,320,523	\$ 1,491,044	\$ (170,521)	Lower interest income (net) from FRF investments \$172k; higher LPMP income \$11k; lower grant income \$10k
5000 - Direct Expenses	\$ 173,918	\$ 280,610	\$ (106,692)	Lower wage related expenses \$57k due to open positions; lower board expenses \$17k; lower education expense \$15k lower health insurance expense \$13k; lower retirement expense \$4k; lower workers comp expense \$1k
6445 - LPMP Expense	\$ 154,979	\$ 195,910	\$ (40,931)	Lower landscaping expense \$27k; lower tenant improvement depreciation expense \$5k, higher plumbing expense \$4k, lower marketing expense \$3k, lower various \$10k
6500 - Professional Fees Expense	\$ 51,289	\$ 209,772	\$ (158,483)	Lower Professional Services expense \$129k; lower PR/Communications expense \$19k; lower legal expense \$10k
7000 - Grants Expense	\$ 483,652	\$ 680,666	\$ (197,014)	Budget of \$4 Million for fiscal year is amortized straight-line over 12-month fiscal year.
9999-1 Unrealized loss on invest	\$ (140,660)	\$ 66,666	\$ (207,326)	Market fluctuations
Las Palmas Medical Plaza - Net	\$ 54,489	\$ 2,244	\$ 52,245	LPMP expenses lower \$41k; LPMP revenue higher \$11k

**Desert Healthcare District**  
**Cumulative Profit & Loss Budget vs. Actual**  
July 2020 through August 2020

	MONTH			MONTH			TOTAL		
	Jul 20	Budget	\$ Over Budget	Aug 20	Budget	\$ Over Budget	Jul - Aug 20	Budget	\$ Over Budget
<b>Income</b>									
4000 · Income	600,686	645,495	(44,809)	508,869	645,495	(136,626)	1,109,555	1,290,990	(181,435)
4500 · LPMP Income	104,578	99,077	5,501	104,890	99,077	5,813	209,468	198,154	11,314
4501 · Miscellaneous Income	750	950	(200)	750	950	(200)	1,500	1,900	(400)
<b>Total Income</b>	<b>706,014</b>	<b>745,522</b>	<b>(39,508)</b>	<b>614,509</b>	<b>745,522</b>	<b>(131,013)</b>	<b>1,320,523</b>	<b>1,491,044</b>	<b>(170,521)</b>
<b>Expense</b>									
5000 · Direct Expenses	87,507	140,305	(52,798)	86,411	140,305	(53,894)	173,918	280,610	(106,692)
6000 · General & Administrative Exp	39,971	47,495	(7,524)	34,475	47,495	(13,020)	74,446	94,990	(20,544)
6325 · CEO Discretionary Fund	0	2,083	(2,083)	0	2,083	(2,083)	0	4,166	(4,166)
6445 · LPMP Expenses	74,801	97,955	(23,154)	80,178	97,955	(17,777)	154,979	195,910	(40,931)
6500 · Professional Fees Expense	29,160	104,886	(75,726)	22,129	104,886	(82,757)	51,289	209,772	(158,483)
6700 · Trust Expenses	10,458	8,792	1,666	10,458	8,792	1,666	20,916	17,584	3,332
<b>Total Expense</b>	<b>241,897</b>	<b>401,516</b>	<b>(159,619)</b>	<b>233,651</b>	<b>401,516</b>	<b>(167,865)</b>	<b>475,548</b>	<b>803,032</b>	<b>(327,484)</b>
7000 · Grants Expense	500,000	340,333	159,667	(16,348)	340,333	(356,681)	483,652	680,666	(197,014)
<b>Net Income</b>	<b>(35,883)</b>	<b>3,673</b>	<b>(39,556)</b>	<b>397,206</b>	<b>3,673</b>	<b>393,533</b>	<b>361,322</b>	<b>7,346</b>	<b>353,976</b>

**Desert Healthcare District**  
**Cumulative Profit & Loss Budget vs. Actual**  
July 2020 through August 2020

				MONTH			MONTH			TOTAL		
				Jul 20	Budget	\$ Over Budget	Aug 20	Budget	\$ Over Budget	Jul - Aug 20	Budget	\$ Over Budget
<b>Income</b>												
4000 - Income												
	4010 - Property Tax Revenues			516,447	516,447	0	516,447	516,447	0	1,032,894	1,032,894	0
	4200 - Interest Income											
	4220 - Interest Income (FRF)			130,392	86,965	43,427	78,965	86,965	(8,000)	209,357	173,930	35,427
	9999-1 - Unrealized gain(loss) on invest			(47,902)	33,333	(81,235)	(92,758)	33,333	(126,091)	(140,660)	66,666	(207,326)
	Total 4200 - Interest Income			82,490	120,298	(37,808)	(13,793)	120,298	(134,091)	68,697	240,596	(171,899)
	4300 - DHC Recoveries			1,749	1,750	(1)	1,802	1,750	52	3,551	3,500	51
	4400 - Grant Income			0	7,000	(7,000)	4,413	7,000	(2,587)	4,413	14,000	(9,587)
	Total 4000 - Income			600,686	645,495	(44,809)	508,869	645,495	(136,626)	1,109,555	1,290,990	(181,435)
	4500 - LPMP Income			104,578	99,077	5,501	104,890	99,077	5,813	209,468	198,154	11,314
	4501 - Miscellaneous Income			750	950	(200)	750	950	(200)	1,500	1,900	(400)
	Total Income			706,014	745,522	(39,508)	614,509	745,522	(131,013)	1,320,523	1,491,044	(170,521)
<b>Expense</b>												
5000 - Direct Expenses												
	5100 - Administration Expense											
	5110 - Wages Expense			63,921	113,645	(49,724)	74,779	113,645	(38,866)	138,700	227,290	(88,590)
	5111 - Allocation to LPMP - Payroll			(5,161)	(5,166)	5	(5,161)	(5,166)	5	(10,322)	(10,332)	10
	5112 - Vacation/Sick/Holiday Expense			10,782	10,000	782	7,844	10,000	(2,156)	18,626	20,000	(1,374)
	5114 - Allocation to Foundation			(24,392)	(37,196)	12,804	(24,392)	(37,196)	12,804	(48,784)	(74,392)	25,608
	5115 - Allocation to NEOPB			0	(7,571)	7,571	(4,413)	(7,571)	3,158	(4,413)	(15,142)	10,729
	5119 - Allocation to RSS/CVHIP-DHCF			(631)	(1,431)	800	(272)	(1,431)	1,159	(903)	(2,862)	1,959
	5120 - Payroll Tax Expense			6,203	8,694	(2,491)	5,810	8,694	(2,884)	12,013	17,388	(5,375)
	5130 - Health Insurance Expense											
	5131 - Premiums Expense			12,283	16,795	(4,512)	11,239	16,795	(5,556)	23,522	33,590	(10,068)
	5135 - Reimb./Co-Payments Expense			2,576	3,000	(424)	834	3,000	(2,166)	3,410	6,000	(2,590)
	Total 5130 - Health Insurance Expense			14,859	19,795	(4,936)	12,073	19,795	(7,722)	26,932	39,590	(12,658)
	5140 - Workers Comp. Expense			619	1,193	(574)	619	1,193	(574)	1,238	2,386	(1,148)
	5145 - Retirement Plan Expense			5,735	7,848	(2,113)	5,806	7,848	(2,042)	11,541	15,696	(4,155)
	5160 - Education Expense			0	7,250	(7,250)	0	7,250	(7,250)	0	14,500	(14,500)
	Total 5100 - Administration Expense			71,935	117,061	(45,126)	72,693	117,061	(44,368)	144,628	234,122	(89,494)
	5200 - Board Expenses											
	5210 - Healthcare Benefits Expense			3,265	5,834	(2,569)	2,671	5,834	(3,163)	5,936	11,668	(5,732)
	5230 - Meeting Expense			0	1,667	(1,667)	0	1,667	(1,667)	0	3,334	(3,334)
	5235 - Director Stipend Expense			1,890	4,410	(2,520)	630	4,410	(3,780)	2,520	8,820	(6,300)
	5240 - Catering Expense			0	708	(708)	0	708	(708)	0	1,416	(1,416)
	5250 - Mileage Reimbursement Expense			0	208	(208)	0	208	(208)	0	416	(416)
	5270 - Election Fees Expense			10,417	10,417	0	10,417	10,417	0	20,834	20,834	0
	Total 5200 - Board Expenses			15,572	23,244	(7,672)	13,718	23,244	(9,526)	29,290	46,488	(17,198)
	Total 5000 - Direct Expenses			87,507	140,305	(52,798)	86,411	140,305	(53,894)	173,918	280,610	(106,692)
	6000 - General & Administrative Exp											
	6110 - Payroll fees Expense			174	208	(34)	174	208	(34)	348	416	(68)
	6120 - Bank and Investment Fees Exp			9,350	9,833	(483)	9,605	9,833	(228)	18,955	19,666	(711)
	6125 - Depreciation Expense			1,102	1,167	(65)	1,102	1,167	(65)	2,204	2,334	(130)
	6126 - Depreciation-Solar Parking lot			15,072	15,072	0	15,072	15,072	0	30,144	30,144	0
	6130 - Dues and Membership Expense			1,014	3,337	(2,323)	1,163	3,337	(2,174)	2,177	6,674	(4,497)
	6200 - Insurance Expense			2,343	2,417	(74)	2,343	2,417	(74)	4,686	4,834	(148)

**Desert Healthcare District**  
**Cumulative Profit & Loss Budget vs. Actual**  
July 2020 through August 2020

	MONTH			MONTH			TOTAL		
	Jul 20	Budget	\$ Over Budget	Aug 20	Budget	\$ Over Budget	Jul - Aug 20	Budget	\$ Over Budget
6300 • Minor Equipment Expense	0	42	(42)	0	42	(42)	0	84	(84)
6305 • Auto Allowance & Mileage Exp	462	600	(138)	462	600	(138)	924	1,200	(276)
6306 • Staff- Auto Mileage reimb	0	625	(625)	56	625	(569)	56	1,250	(1,194)
6309 • Personnel Expense	1,050	1,167	(117)	0	1,167	(1,167)	1,050	2,334	(1,284)
6310 • Miscellaneous Expense	0	42	(42)	0	42	(42)	0	84	(84)
6311 • Cell Phone Expense	1,079	776	303	370	776	(406)	1,449	1,552	(103)
6312 • Wellness Park Expenses	0	83	(83)	0	83	(83)	0	166	(166)
6315 • Security Monitoring Expense	108	42	66	125	42	83	233	84	149
6340 • Postage Expense	472	417	55	0	417	(417)	472	834	(362)
6350 • Copier Rental/Fees Expense	788	458	330	0	458	(458)	788	916	(128)
6351 • Travel Expense	0	1,667	(1,667)	0	1,667	(1,667)	0	3,334	(3,334)
6352 • Meals & Entertainment Exp	0	875	(875)	0	875	(875)	0	1,750	(1,750)
6355 • Computer Services Expense	1,269	3,775	(2,506)	1,261	3,775	(2,514)	2,530	7,550	(5,020)
6360 • Supplies Expense	1,544	2,167	(623)	201	2,167	(1,966)	1,745	4,334	(2,589)
6380 • LAFCO Assessment Expense	144	208	(64)	144	208	(64)	288	416	(128)
6400 • East Valley Office	4,000	2,517	1,483	2,397	2,517	(120)	6,397	5,034	1,363
Total 6000 • General & Administrative Exp	39,971	47,495	(7,524)	34,475	47,495	(13,020)	74,446	94,990	(20,544)
6325 • CEO Discretionary Fund	0	2,083	(2,083)	0	2,083	(2,083)	0	4,166	(4,166)
6445 • LPMP Expenses	74,801	97,955	(23,154)	80,178	97,955	(17,777)	154,979	195,910	(40,931)
6500 • Professional Fees Expense									
6516 • Professional Services Expense	15,389	77,198	(61,809)	9,941	77,198	(67,257)	25,330	154,396	(129,066)
6520 • Annual Audit Fee Expense	1,313	1,313	0	1,313	1,313	0	2,626	2,626	0
6530 • PR/Communications/Website	2,940	11,375	(8,435)	875	11,375	(10,500)	3,815	22,750	(18,935)
6560 • Legal Expense	9,518	15,000	(5,482)	10,000	15,000	(5,000)	19,518	30,000	(10,482)
Total 6500 • Professional Fees Expense	29,160	104,886	(75,726)	22,129	104,886	(82,757)	51,289	209,772	(158,483)
6700 • Trust Expenses									
6720 • Pension Plans Expense									
6721 • Legal Expense	0	167	(167)	0	167	(167)	0	334	(334)
6725 • RPP Pension Expense	10,000	7,500	2,500	10,000	7,500	2,500	20,000	15,000	5,000
6728 • Pension Audit Fee Expense	458	1,125	(667)	458	1,125	(667)	916	2,250	(1,334)
Total 6700 • Trust Expenses	10,458	8,792	1,666	10,458	8,792	1,666	20,916	17,584	3,332
Total Expense Before Grants	241,897	401,516	(159,619)	233,651	401,516	(167,865)	475,548	803,032	(327,484)
7000 • Grants Expense									
7010 • Major Grant Awards Expense	500,000	333,333	166,667	(20,761)	333,333	(354,094)	479,239	666,666	(187,427)
7027 • Grant Exp - NEOPB	0	7,000	(7,000)	4,413	7,000	(2,587)	4,413	14,000	(9,587)
Total 7000 • Grants Expense	500,000	340,333	159,667	(16,348)	340,333	(356,681)	483,652	680,666	(197,014)
Net Income	(35,883)	3,673	(39,556)	397,206	3,673	393,533	361,322	7,346	353,976

**Las Palmas Medical Plaza**  
**Cumulative Profit & Loss Budget vs. Actual**  
July 2020 through August 2020

				MONTH			MONTH			TOTAL		
				Jul 20	Budget	\$ Over Budget	Aug 20	Budget	\$ Over Budget	Jul - Aug 20	Budget	\$ Over Budget
Income												
4500 - LPMP Income												
4505 - Rental Income				75,765	71,672	4,093	76,077	71,672	4,405	151,842	143,344	8,498
4510 - CAM Income				28,813	27,372	1,441	28,813	27,372	1,441	57,626	54,744	2,882
4513 - Misc. Income				0	33	(33)	0	33	(33)	0	66	(66)
Total 4500 - LPMP Income				104,578	99,077	5,501	104,890	99,077	5,813	209,468	198,154	11,314
Expense												
6445 - LPMP Expenses												
6420 - Insurance Expense				2,599	2,750	(151)	2,599	2,750	(151)	5,198	5,500	(302)
6425 - Building - Depreciation Expense				21,487	21,879	(392)	21,487	21,879	(392)	42,974	43,758	(784)
6426 - Tenant Improvements -Dep Exp				14,351	16,833	(2,482)	14,351	16,833	(2,482)	28,702	33,666	(4,964)
6427 - HVAC Maintenance Expense				456	1,333	(877)	755	1,333	(578)	1,211	2,666	(1,455)
6428 - Roof Repairs Expense				0	208	(208)	0	208	(208)	0	416	(416)
6431 - Building -Interior Expense				0	833	(833)	0	833	(833)	0	1,666	(1,666)
6432 - Plumbing -Interior Expense				0	333	(333)	4,588	333	4,255	4,588	666	3,922
6433 - Plumbing -Exterior Expense				0	208	(208)	0	208	(208)	0	416	(416)
6434 - Allocation Internal Prop. Mgmt				5,161	5,166	(5)	5,161	5,166	(5)	10,322	10,332	(10)
6435 - Bank Charges				1,078	1,125	(47)	1,078	1,125	(47)	2,156	2,250	(94)
6437 - Utilities -Vacant Units Expense				0	83	(83)	479	83	396	479	166	313
6439 - Deferred Maintenance Repairs Ex				0	833	(833)	0	833	(833)	0	1,666	(1,666)
6440 - Professional Fees Expense				10,117	10,472	(355)	10,117	10,472	(355)	20,234	20,944	(710)
6441 - Legal Expense				0	83	(83)	0	83	(83)	0	166	(166)
6458 - Elevators - R & M Expense				2,872	1,000	1,872	228	1,000	(772)	3,100	2,000	1,100
6460 - Exterminating Service Expense				175	333	(158)	0	333	(333)	175	666	(491)
6463 - Landscaping Expense				0	14,167	(14,167)	850	14,167	(13,317)	850	28,334	(27,484)
6467 - Lighting Expense				0	500	(500)	0	500	(500)	0	1,000	(1,000)
6468 - General Maintenance Expense				0	83	(83)	0	83	(83)	0	166	(166)
6471 - Marketing-Advertising				0	1,250	(1,250)	0	1,250	(1,250)	0	2,500	(2,500)
6475 - Property Taxes Expense				6,000	6,008	(8)	6,000	6,008	(8)	12,000	12,016	(16)
6476 - Signage Expense				0	125	(125)	0	125	(125)	0	250	(250)
6480 - Rubbish Removal Medical Waste E				1,513	1,583	(70)	0	1,583	(1,583)	1,513	3,166	(1,653)
6481 - Rubbish Removal Expense				2,227	2,250	(23)	2,227	2,250	(23)	4,454	4,500	(46)
6482 - Utilities/Electricity/Exterior				0	625	(625)	604	625	(21)	604	1,250	(646)
6484 - Utillties - Water (Exterior)				645	625	20	865	625	240	1,510	1,250	260
6485 - Security Expenses				6,120	7,167	(1,047)	8,500	7,167	1,333	14,620	14,334	286
6490 - Miscellaneous Expense				0	100	(100)	289	100	189	289	200	89
6445 - LPMP Expenses				74,801	97,955	(23,154)	80,178	97,955	(17,777)	154,979	195,910	(40,931)
Net Income				29,777	1,122	28,655	24,712	1,122	23,590	54,489	2,244	52,245

**Desert Healthcare District**  
**Balance Sheet**  
As of August 31, 2020

				Aug 31, 20
<b>ASSETS</b>				
	<b>Current Assets</b>			
	<b>Checking/Savings</b>			
		1000 • CHECKING CASH ACCOUNTS		1,817,594
		1100 • INVESTMENT ACCOUNTS		58,956,414
	<b>Total Checking/Savings</b>			60,774,008
	<b>Accounts Receivable</b>			131,600
	<b>Other Current Assets</b>			
		1204.1 • Rent Receivable-Deferred COVID		211,671
		1270 • Prepaid Insurance -Ongoing		53,150
		1279 • Pre-Paid Fees		16,369
		1281 • NEOPB Receivable		4,413
		1295 • Property Tax Receivable		1,042,032
	<b>Total Other Current Assets</b>			1,327,635
	<b>Total Current Assets</b>			62,233,243
	<b>Fixed Assets</b>			
		1300 • FIXED ASSETS		4,913,164
		1335-00 • ACC DEPR		(2,057,822)
		1400 • LPMP Assets		6,819,358
	<b>Total Fixed Assets</b>			9,674,700
	<b>Other Assets</b>			
		1700 • OTHER ASSETS		2,909,152
<b>TOTAL ASSETS</b>				<b>74,817,093</b>

**Desert Healthcare District**  
**Balance Sheet**  
As of August 31, 2020

					Aug 31, 20
<b>LIABILITIES &amp; EQUITY</b>					
	<b>Liabilities</b>				
	<b>Current Liabilities</b>				
	<b>Accounts Payable</b>				
	2000 · Accounts Payable				10,530
	2001 · LPMP Accounts Payable				6,298
	<b>Total Accounts Payable</b>				16,828
	<b>Other Current Liabilities</b>				
	2002 · LPMP Property Taxes				12,000
	2131 · Grant Awards Payable				2,426,272
	2133 · Accrued Accounts Payable				162,611
	2141 · Accrued Vacation Time				53,053
	2145 · Payroll Liability				0
	2188 · Current Portion - LTD				12,336
	2190 · Investment Fees Payable				48,110
	<b>Total Other Current Liabilities</b>				2,714,382
	<b>Total Current Liabilities</b>				2,731,210
	<b>Long Term Liabilities</b>				
	2170 · RPP - Pension Liability				4,624,254
	2171 · RPP-Deferred Inflows-Resources				370,700
	2280 · Long-Term Disability				28,809
	2281 · Grants Payable - Long-term				6,660,000
	2286 · Retirement BOD Medical Liabilit				65,678
	2290 · LPMP Security Deposits				61,962
	<b>Total Long Term Liabilities</b>				11,811,403
	<b>Total Liabilities</b>				14,542,613
	<b>Equity</b>				
	3900 · *Retained Earnings				59,913,158
	<b>Net Income</b>				361,322
	<b>Total Equity</b>				60,274,480
	<b>TOTAL LIABILITIES &amp; EQUITY</b>				<b>74,817,093</b>



**Desert Healthcare District**  
**Balance Sheet**  
As of August 31, 2020

					Aug 31, 20
ASSETS					
Current Assets					
Checking/Savings					
1000 · CHECKING CASH ACCOUNTS					
1010 · Union Bank - Checking					1,486,966
1046 · Las Palmas Medical Plaza					330,128
1047 · Petty Cash					500
Total 1000 · CHECKING CASH ACCOUNTS					1,817,594
1100 · INVESTMENT ACCOUNTS					
1130 · Facility Replacement Fund					57,646,738
1135 · Unrealized Gain(Loss) FRF					1,309,676
Total 1100 · INVESTMENT ACCOUNTS					58,956,414
Total Checking/Savings					60,774,008
Accounts Receivable					
1201 · Accounts Receivable					
1204 · LPMP Accounts Receivable					(2,724)
1205 · Misc. Accounts Receivable					2,899
1211 · A-R Foundation - Exp Allocation					131,425
Total 1201 · Accounts Receivable					131,600
Total Accounts Receivable					131,600
Other Current Assets					
1204.1 · Rent Receivable-Deferred COVID					211,671
1270 · Prepaid Insurance -Ongoing					53,150
1279 · Pre-Paid Fees					16,369
1281 · NEOPB Receivable					4,413
1295 · Property Tax Receivable					1,042,032
Total Other Current Assets					1,327,635
Total Current Assets					62,233,243
Fixed Assets					
1300 · FIXED ASSETS					
1310 · Computer Equipment					94,034
1315 · Computer Software					68,770
1320 · Furniture and Fixtures					33,254
1325 · Offsite Improvements					300,849
1331 · DRMC - Parking lot					4,416,257
Total 1300 · FIXED ASSETS					4,913,164
1335-00 · ACC DEPR					
1335 · Accumulated Depreciation					(212,655)

**Desert Healthcare District**  
**Balance Sheet**  
As of August 31, 2020

					Aug 31, 20
				1336 · Acc. Software Depreciation	(68,770)
				1337 · Accum Deprec- Solar Parking Lot	(1,627,947)
				1338 · Accum Deprec - LPMP Parking Lot	(148,450)
				<b>Total 1335-00 · ACC DEPR</b>	<b>(2,057,822)</b>
				<b>1400 · LPMP Assets</b>	
				1401 · Building	8,705,680
				1402 · Land	2,165,300
				1403 · Tenant Improvements -New	2,168,677
				1404 · Tenant Improvements - CIP	129,550
				1406 · Building Improvements	
				1406.1 · LPMP-Replace Parking Lot	676,484
				1406.2 · Building Improvements-CIP	66,704
				1406 · Building Improvements - Other	1,559,534
				<b>Total 1406 · Building Improvements</b>	<b>2,302,722</b>
				1407 · Building Equipment Improvements	364,891
				1409 · Accumulated Depreciation	
				1410 · Accum. Depreciation	(7,448,407)
				1412 · T I Accumulated Dep.-New	(1,569,055)
				<b>Total 1409 · Accumulated Depreciation</b>	<b>(9,017,462)</b>
				<b>Total 1400 · LPMP Assets</b>	<b>6,819,358</b>
				<b>Total Fixed Assets</b>	<b>9,674,700</b>
				<b>Other Assets</b>	
				<b>1700 · OTHER ASSETS</b>	
				1731 · Wellness Park	1,693,800
				1740 · RPP-Deferred Outflows-Resources	1,204,238
				1741 · OPEB-Deferrred Outflows-Resourc	11,114
				<b>Total Other Assets</b>	<b>2,909,152</b>
				<b>TOTAL ASSETS</b>	<b>74,817,093</b>
				<b>LIABILITIES &amp; EQUITY</b>	
				<b>Liabilities</b>	
				<b>Current Liabilities</b>	
				<b>Accounts Payable</b>	
				2000 · Accounts Payable	10,530
				2001 · LPMP Accounts Payable	6,298
				<b>Total Accounts Payable</b>	<b>16,828</b>
				<b>Other Current Liabilities</b>	
				2002 · LPMP Property Taxes	12,000
				2131 · Grant Awards Payable	2,426,272

**Desert Healthcare District**  
**Balance Sheet**  
As of August 31, 2020

					<b>Aug 31, 20</b>
				2133 · Accrued Accounts Payable	162,611
				2141 · Accrued Vacation Time	53,053
				2145 · Payroll Liability	0
				2188 · Current Portion - LTD	12,336
				2190 · Investment Fees Payable	48,110
				<b>Total Other Current Liabilities</b>	<b>2,714,382</b>
				<b>Total Current Liabilities</b>	<b>2,731,210</b>
				<b>Long Term Liabilities</b>	
				2170 · RPP - Pension Liability	4,624,254
				2171 · RPP-Deferred Inflows-Resources	370,700
				2280 · Long-Term Disability	28,809
				2281 · Grants Payable - Long-term	6,660,000
				2286 · Retirement BOD Medical Liabilit	65,678
				2290 · LPMP Security Deposits	61,962
				<b>Total Long Term Liabilities</b>	<b>11,811,403</b>
				<b>Total Liabilities</b>	<b>14,542,613</b>
				<b>Equity</b>	
				3900 · *Retained Earnings	59,913,158
				Net Income	361,322
				<b>Total Equity</b>	<b>60,274,480</b>
				<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>74,817,093</b>

**Desert Healthcare District**  
**A/R Aging Summary**  
As of August 31, 2020

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
Dennis Spurgin, D.C.	0	2,847	0	0	0	2,847	Slow pay
Desert Family Medical Center	0	0	0	3,570	0	3,570	Slow pay
Desert Healthcare Foundation-	24,664	0	25,023	27,315	54,422	131,425	Due from Foundation - Paid In September
Desert Oasis Healthcare Medical Group	(2,177)	0	0	0	0	(2,177)	Prepaid
Laboratory Corporation of America	0	(4,774)	0	0	0	(4,774)	Prepaid
Mark Matthews	0	0	0	1,399	0	1,399	Director Premiums
Peter Jamieson, M.D.	0	0	0	0	115	115	Underpaid
Quest Diagnostics Incorporated	0	3,166	0	0	0	3,166	Underpaid
Sovereign	750	0	750	0	0	1,500	Slow pay
Steven Gundry, M.D.	(5,471)	0	0	0	0	(5,471)	Prepaid
<b>TOTAL</b>	<b>17,766</b>	<b>1,238</b>	<b>25,773</b>	<b>32,284</b>	<b>54,538</b>	<b>131,599</b>	

**Desert Healthcare District**  
**Deposit Detail**  
July 2020 through August 2020

Type	Date	Name	Amount
<b>Deposit</b>	<b>07/09/2020</b>		<b>1,001</b>
Payment	07/09/2020	Principal Financial Group-	(251)
		Sovereign	(750)
TOTAL			(1,001)
<b>Deposit</b>	<b>07/24/2020</b>		<b>750</b>
Payment	07/24/2020	Sovereign	(750)
TOTAL			(750)
<b>Deposit</b>	<b>08/03/2020</b>		<b>90,036</b>
		Riverside County Treasurer-Property Tax	(59)
		Riverside County Treasurer-Property Tax	(89,978)
TOTAL			(90,037)
<b>Deposit</b>	<b>08/04/2020</b>		<b>1,749</b>
		T-Mobile	(1,749)
TOTAL			(1,749)
<b>Deposit</b>	<b>08/05/2020</b>		<b>5,646</b>
		Riverside County Treasurer-CalFresh	(5,646)
TOTAL			(5,646)
<b>Deposit</b>	<b>08/05/2020</b>		<b>1,969</b>
		Riverside County Treasurer-Property Tax	(299)
		Riverside County Treasurer-Property Tax	(1,670)
TOTAL			(1,969)
<b>Deposit</b>	<b>08/07/2020</b>		<b>34,952</b>
		Riverside County Treasurer-Property Tax	(34,952)
TOTAL			(34,952)

**Desert Healthcare District**  
**Deposit Detail**  
July 2020 through August 2020

Type	Date	Name	Amount
<b>Deposit</b>	<b>08/13/2020</b>		<b>3,810</b>
		Riverside County Treasurer-Property Tax	(3,810)
TOTAL			(3,810)
<b>Deposit</b>	<b>08/13/2020</b>		<b>11,051</b>
		Riverside County Treasurer-Property Tax	(11,051)
TOTAL			(11,051)
<b>Deposit</b>	<b>08/14/2020</b>		<b>7,729</b>
		Riverside County Treasurer-Property Tax	(7,729)
TOTAL			(7,729)
<b>Deposit</b>	<b>08/20/2020</b>		<b>750</b>
Payment	08/20/2020	Sovereign	(750)
TOTAL			(750)
<b>Deposit</b>	<b>08/21/2020</b>		<b>53</b>
		California Business Bureau, Inc.	(53)
TOTAL			(53)
		<b>TOTAL</b>	<b>159,496</b>

DESERT HEALTHCARE DISTRICT											
PROPERTY TAX RECEIPTS FY 2020 - 2021											
RECEIPTS - TWELVE MONTHS ENDED JUNE 30, 2021											
	FY 2019-2020 Projected/Actual						FY 2020-2021 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance		Budget %	Budget \$	Act %	Actual Receipts	Variance
July	2.5%	\$ 168,407	1.3%	\$ -	\$ (168,407)		2.5%	\$ 154,934	0.0%	\$ -	\$ (154,934)
Aug	1.6%	\$ 107,780	1.3%	\$ 207,292	\$ 99,512		1.6%	\$ 99,158	2.4%	\$ 149,547	\$ 50,390
Sep	2.6%	\$ 175,143	2.4%	\$ -	\$ (175,143)		2.6%	\$ 161,131	0.0%		
Oct	0.0%	\$ -	0.0%	\$ 158,895	\$ 158,895		0.0%	\$ -	0.0%		
Nov	0.4%	\$ 26,945	0.0%	\$ -	\$ (26,945)		0.4%	\$ 24,789	0.0%		
Dec	16.9%	\$ 1,138,429	17.8%	\$ 1,222,723	\$ 84,294		16.9%	\$ 1,047,354	0.0%		
Jan	31.9%	\$ 2,148,868	19.7%	\$ 2,228,697	\$ 79,829		31.9%	\$ 1,976,959	0.0%		
Feb	0.0%	\$ -	13.9%	\$ 69,468	\$ 69,468		0.0%	\$ -	0.0%		
Mar	0.3%	\$ 20,209	0.7%	\$ 71,486	\$ 51,277		0.3%	\$ 18,592	0.0%		
Apr	5.5%	\$ 370,495	5.9%	\$ 405,506	\$ 35,012		5.5%	\$ 340,855	0.0%		
May	19.9%	\$ 1,340,517	20.3%	\$ 101,619	\$ (1,238,897)		19.9%	\$ 1,233,275	0.0%		
June	18.4%	\$ 1,239,473	22.3%	\$ 2,695,867	\$ 1,456,394		18.4%	\$ 1,140,315	0.0%		
Total	100%	\$ 6,736,264	105.6%	\$ 7,161,553	\$ 425,289		100.00%	\$ 6,197,363	2.4%	\$ 149,547	\$ (104,545)

**Las Palmas Medical Plaza**  
**Deposit Detail - LPMP**  
July 2020 through August 2020

Type	Date	Name	Amount
<b>Deposit</b>	<b>07/01/2020</b>		<b>3,854</b>
Payment	07/01/2020	Quest Diagnostics Incorporated	(3,854)
TOTAL			(3,854)
<b>Deposit</b>	<b>07/09/2020</b>		<b>8,522</b>
Payment	07/09/2020	Cohen Musch Thomas Medical Group	(3,543)
Payment	07/09/2020	Cohen Musch Thomas Medical Group	(718)
Payment	07/09/2020	Cohen Musch Thomas Medical Group	(4,261)
TOTAL			(8,522)
<b>Deposit</b>	<b>07/10/2020</b>		<b>27,149</b>
Payment	07/10/2020	Derakhsh Fozouni, M.D.	(5,969)
Payment	07/10/2020	Pathway Pharmaceuticals, Inc.	(2,296)
Payment	07/10/2020	Ramy Awad, M.D.	(3,246)
Payment	07/10/2020	Palmtree Clinical Research	(6,582)
Payment	07/10/2020	Aijaz Hashmi, M.D., Inc.	(2,803)
Payment	07/10/2020	Brad A. Wolfson, M.D.	(3,354)
Payment	07/10/2020	Cure Cardiovascular Consultants	(2,898)
TOTAL			(27,148)
<b>Deposit</b>	<b>07/13/2020</b>		<b>3,116</b>
Payment	07/13/2020	Peter Jamieson, M.D.	(3,116)
TOTAL			(3,116)
<b>Deposit</b>	<b>07/24/2020</b>		<b>4,774</b>
Payment	07/24/2020	Laboratory Corporation of America	(4,774)
TOTAL			(4,774)
<b>Deposit</b>	<b>07/24/2020</b>		<b>3,001</b>
Payment	07/24/2020	Peter Jamieson, M.D.	(3,001)
TOTAL			(3,001)



**Las Palmas Medical Plaza**  
**Deposit Detail - LPMP**  
July 2020 through August 2020

Type	Date	Name	Amount
<b>Deposit</b>	<b>07/24/2020</b>		<b>5,235</b>
Payment	07/24/2020	Steven Gundry, M.D.	(5,235)
TOTAL			(5,235)
<b>Deposit</b>	<b>07/24/2020</b>		<b>403</b>
Payment	07/24/2020	Palmtree Clinical Research	(403)
TOTAL			(403)
<b>Deposit</b>	<b>07/30/2020</b>		<b>2,177</b>
Payment	07/30/2020	Desert Oasis Healthcare Medical Group	(2,177)
TOTAL			(2,177)
<b>Deposit</b>	<b>08/03/2020</b>		<b>3,570</b>
Payment	08/03/2020	Desert Family Medical Center	(3,570)
TOTAL			(3,570)
<b>Deposit</b>	<b>08/03/2020</b>		<b>717</b>
Payment	08/03/2020	Quest Diagnostics Incorporated	(717)
TOTAL			(717)
<b>Deposit</b>	<b>08/05/2020</b>		<b>27,360</b>
Payment	08/05/2020	Pathway Pharmaceuticals, Inc.	(2,296)
Payment	08/05/2020	Derakhsh Fozouni, M.D.	(5,969)
Payment	08/05/2020	Cure Cardiovascular Consultants	(2,898)
Payment	08/05/2020	Brad A. Wolfson, M.D.	(3,430)
Payment	08/05/2020	Aijaz Hashmi, M.D., Inc.	(2,803)
Payment	08/05/2020	Palmtree Clinical Research	(6,717)
Payment	08/05/2020	Ramy Awad, M.D.	(3,246)
TOTAL			(27,359)
<b>Deposit</b>	<b>08/05/2020</b>		<b>7,079</b>

**Las Palmas Medical Plaza**  
**Deposit Detail - LPMP**  
July 2020 through August 2020

Type	Date	Name	Amount
Payment	08/05/2020	EyeCare Services Partners Management LLC	(7,079)
TOTAL			(7,079)
<b>Deposit</b>	<b>08/05/2020</b>		<b>2,580</b>
Payment	08/05/2020	Hassan Bencheqroun, M.D.	(2,580)
TOTAL			(2,580)
<b>Deposit</b>	<b>08/11/2020</b>		<b>3,116</b>
Payment	08/11/2020	Peter Jamieson, M.D.	(3,116)
TOTAL			(3,116)
<b>Deposit</b>	<b>08/20/2020</b>		<b>7,108</b>
Payment	08/20/2020	Dennis Spurgin, D.C.	(2,847)
Payment	08/20/2020	Cohen Musch Thomas Medical Group	(4,261)
TOTAL			(7,108)
<b>Deposit</b>	<b>08/21/2020</b>		<b>4,774</b>
Payment	08/21/2020	Laboratory Corporation of America	(4,774)
TOTAL			(4,774)
<b>Deposit</b>	<b>08/31/2020</b>		<b>7,883</b>
Payment	08/31/2020	Steven Gundry, M.D.	(5,706)
Payment	08/31/2020	Desert Oasis Healthcare Medical Group	(2,177)
TOTAL			(7,883)
		<b>TOTAL</b>	<b>122,418</b>

**Desert Healthcare District**  
**Check Register**  
As of August 31, 2020

Type	Date	Num	Name	Amount
<b>1000 - CHECKING CASH ACCOUNTS</b>				
<b>1010 - Union Bank - Checking</b>				
Check	07/06/2020	Auto Pay	Calif. Public Employees'Retirement System	(12,737)
Liability Check	07/09/2020		QuickBooks Payroll Service	(39,409)
Bill Pmt -Check	07/10/2020	IB 71020202	Law Offices of Scott & Jackson	(18,090)
Bill Pmt -Check	07/10/2020	IB 71020201	Law Offices of Scott & Jackson	(12,893)
Bill Pmt -Check	07/13/2020	16057	Alejandro Espinoza-	(727)
Bill Pmt -Check	07/13/2020	16058	First Bankcard (Union Bank)	(703)
Bill Pmt -Check	07/13/2020	16059	Graphtek Interactive	(38)
Bill Pmt -Check	07/13/2020	16060	Maggie Martinez	(1,667)
Bill Pmt -Check	07/13/2020	16061	Rogers, Carole	(945)
Bill Pmt -Check	07/13/2020	16062	So.Cal Computer Shop	(810)
Bill Pmt -Check	07/13/2020	16063	Arthur Shorr	(1,875)
Bill Pmt -Check	07/13/2020	16064	Boyd & Associates	(108)
Bill Pmt -Check	07/13/2020	16065	County of Riverside Auditor-Controller	(1,727)
Bill Pmt -Check	07/13/2020	16066	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	07/13/2020	16067	Staples Credit Plan	(52)
Bill Pmt -Check	07/13/2020	16068	State Compensation Insurance Fund	(619)
Bill Pmt -Check	07/13/2020	16069	Time Warner Cable	(247)
Bill Pmt -Check	07/13/2020	16070	Petty Cash	(444)
Bill Pmt -Check	07/13/2020	16071	Jeff Crider	(3,910)
Bill Pmt -Check	07/21/2020	16072	CoPower Employers' Benefits Alliance	(2,151)
Bill Pmt -Check	07/21/2020	16073	Pitney Bowes Global Financial Services	(264)
Bill Pmt -Check	07/21/2020	16074	Principal Life Insurance Co.	(1,575)
Bill Pmt -Check	07/21/2020	16075	Purchase Power	(201)
Bill Pmt -Check	07/21/2020	16076	Vanessa Smith-	(41)
Bill Pmt -Check	07/21/2020	16077	Xerox Financial Services	(394)
Bill Pmt -Check	07/21/2020	16078	Coachella Valley Volunteers in Medicine	(149,727)
Bill Pmt -Check	07/21/2020	16079	Martha's Village & Kitchen	(20,090)
Bill Pmt -Check	07/21/2020	16080	Regents of the University of CA, Riversid	(149,976)
Bill Pmt -Check	07/21/2020	16081	Ronald McDonald House Charities	(20,000)
Bill Pmt -Check	07/22/2020	16082	Top Shop	(25)
Liability Check	07/23/2020		QuickBooks Payroll Service	(39,353)
Bill Pmt -Check	07/24/2020	16083	HARC, INC.	(14,787)
Bill Pmt -Check	07/24/2020	16084	Regional Access Project Foundation	(2,369)
Check	07/27/2020		Bank Service Charge	(350)
Bill Pmt -Check	08/05/2020	16085	Arthur Shorr	(315)
Bill Pmt -Check	08/05/2020	16086	Coachella Valley Volunteers in Medicine	(12,150)
Bill Pmt -Check	08/05/2020	16087	Graphtek Interactive	(2,903)
Bill Pmt -Check	08/05/2020	16088	HARC, INC.	(14,056)

**Desert Healthcare District**  
**Check Register**  
As of August 31, 2020

Type	Date	Num	Name	Amount
Bill Pmt -Check	08/05/2020	16089	Image Source	(196)
Bill Pmt -Check	08/05/2020	16090	Leticia De Lara	(525)
Bill Pmt -Check	08/05/2020	16091	Pegasus Riding Academy	(10,953)
Bill Pmt -Check	08/05/2020	16092	Ready Refresh	(50)
Bill Pmt -Check	08/05/2020	16093	Rogers, Carole	(525)
Bill Pmt -Check	08/05/2020	16094	So.Cal Computer Shop	(810)
Bill Pmt -Check	08/05/2020	16095	Staples Credit Plan	(433)
Bill Pmt -Check	08/05/2020	16096	Verizon Wireless	(1,265)
Bill Pmt -Check	08/05/2020	16097	Voices for Children	(2,400)
Bill Pmt -Check	08/05/2020	16098	Zendle, Les-	(315)
Check	08/06/2020	Auto Pay	Calif. Public Employees'Retirement System	(12,733)
Liability Check	08/06/2020		QuickBooks Payroll Service	(39,934)
Bill Pmt -Check	08/07/2020	16099	Lund & Guttry LLP	(5,500)
Bill Pmt -Check	08/10/2020	16100	Andrea S. Hayles-	(63)
Bill Pmt -Check	08/10/2020	16101	First Bankcard (Union Bank)	(1,131)
Bill Pmt -Check	08/10/2020	16102	Mangus Accountancy Group, A.P.C.	(500)
Liability Check	08/20/2020		QuickBooks Payroll Service	(39,243)
Bill Pmt -Check	08/20/2020	16103	Coachella Valley Rescue Mission	(48,645)
Bill Pmt -Check	08/20/2020	16104	Coachella Valley Workforce Excellence Inc	(78,750)
Bill Pmt -Check	08/20/2020	16105	Find Food Bank, Inc.	(90,311)
Bill Pmt -Check	08/20/2020	16106	Graphtek Interactive	(675)
Bill Pmt -Check	08/20/2020	16107	Lund & Guttry LLP	(8,500)
Bill Pmt -Check	08/20/2020	16108	Neuro Vitality Center-Stroke Recovery	(50,323)
Bill Pmt -Check	08/20/2020	16109	Palms to Pines Printing	(744)
Bill Pmt -Check	08/20/2020	16110	Principal Life Insurance Co.	(1,575)
Bill Pmt -Check	08/20/2020	16111	State Compensation Insurance Fund	(619)
Bill Pmt -Check	08/20/2020	16112	Time Warner Cable	(247)
Bill Pmt -Check	08/20/2020	16113	Xerox Financial Services	(788)
Bill Pmt -Check	08/25/2020	ACH 082520	Law Offices of Scott & Jackson	(9,518)
Check	08/25/2020		Bank Service Charge	(605)
Bill Pmt -Check	08/26/2020	16114	Chris Christensen	(149)
Bill Pmt -Check	08/26/2020	16115	CoPower Employers' Benefits Alliance	(374)
Bill Pmt -Check	08/26/2020	16116	Lund & Guttry LLP	(3,000)
Bill Pmt -Check	08/26/2020	16117	Ready Refresh	(50)
Bill Pmt -Check	08/26/2020	16118	Regional Access Project Foundation	(2,397)
Bill Pmt -Check	08/26/2020	16119	Vision y Compromiso	(5,000)
Bill Pmt -Check	08/26/2020	16120	Arthur Shorr	(105)
Bill Pmt -Check	08/26/2020	16121	Zendle, Les-	(105)
Bill Pmt -Check	08/31/2020	IC 0831 2020	Desert Healthcare Foundation	(500,000)
<b>TOTAL</b>				<b>(1,447,284)</b>

Desert Healthcare District								
Details for credit card Expenditures								
Credit card purchases - June 2020 - Paid July 2020								
Number of credit cards held by District personnel -2								
Credit Card Limit - \$7,000								
Credit Card Holders:								
Conrado Bárzaga - Chief Executive Officer								
Chris Christensen - Chief Administration Officer								
Routine types of charges:								
Office Supplies, Dues for membership, Computer Supplies, Meals, Travel including airlines and Hotels, Catering, Supplies for BOD meetings, CEO Discretionary for small grant & gift items								
	Statement							
	Month	Total		Expense				
Year	Charged	Charges		Type	Amount	Purpose	Description	Participants
		\$ 702.61						
Chris' Statement:								
2020	June	\$ 702.61		District				
				GL	Dollar	Descr		
				6355	\$ 162.00	Cisco Webex Expense		
				6355	\$ 26.62	Premiere Global Services		
				6360	\$ 54.99	Zoom Videoconference/Webinar Expense		
				6309	\$ 459.00	Advertising for Senior Program Officer		
					\$ 702.61			
Conrado's Statement:								
2020	June	\$ -		District				
				GL	Dollar	Descr		
					\$ -			

Desert Healthcare District								
Details for credit card Expenditures								
Credit card purchases - July 2020 - Paid August 2020								
Number of credit cards held by District personnel -2								
Credit Card Limit - \$7,000								
Credit Card Holders:								
Conrado Bárzaga - Chief Executive Officer								
Chris Christensen - Chief Administration Officer								
Routine types of charges:								
Office Supplies, Dues for membership, Computer Supplies, Meals, Travel including airlines and Hotels, Catering, Supplies for BOD meetings, CEO Discretionary for small grant & gift items								
	Statement							
	Month	Total		Expense				
Year	Charged	Charges		Type	Amount	Purpose	Description	Participants
		\$ 1,196.79						
Chris' Statement:								
2020	July	\$ 1,131.24		District				
				GL	Dollar	Descr		
				6309	\$ 528.54	Advertising for Senior Program Officer		
				6355	\$ 26.62	Premiere Global Services		
				6360	\$ 54.99	Zoom Videoconference/Webinar Expense		
				6309	\$ 521.09	Advertising for Senior Program Officer		
					\$ 1,131.24			
Conrado's Statement:								
2020	July	\$ 65.55		District				
				GL	Dollar	Descr		
				6360	\$65.55	Phone case for replacement phone		
					\$ 65.55			

**Las Palmas Medical Plaza**  
**Check Register**  
**As of August 31, 2020**

Type	Date	Num	Name	Amount
<b>1000 - CHECKING CASH ACCOUNTS</b>				
<b>1046 - Las Palmas Medical Plaza</b>				
Bill Pmt -Check	07/01/2020	10205	Amtech Elevator Services	(1,365)
Bill Pmt -Check	07/13/2020	10207	Frazier Pest Control, Inc.	(175)
Bill Pmt -Check	07/13/2020	10208	Imperial Security	(3,400)
Bill Pmt -Check	07/13/2020	10209	Palm Springs Disposal Services Inc	(2,227)
Bill Pmt -Check	07/13/2020	10210	Stericycle, Inc.	(1,513)
Bill Pmt -Check	07/21/2020	10211	Desert Air Conditioning Inc.	(567)
Bill Pmt -Check	07/21/2020	10212	Frontier Communications	(228)
Bill Pmt -Check	07/21/2020	10213	Imperial Security	(1,700)
Bill Pmt -Check	07/21/2020	10214	INPRO-EMS Construction	(11,813)
Bill Pmt -Check	07/21/2020	10215	INPRO-EMS Construction	(10,117)
Bill Pmt -Check	07/21/2020	10216	Southern California Edison	(877)
Bill Pmt -Check	07/24/2020	10217	Desert Air Conditioning Inc.	(456)
Bill Pmt -Check	07/24/2020	10218	Imperial Security	(1,700)
Check	07/28/2020		Bank Service Charge	(1,078)
Bill Pmt -Check	08/05/2020	10219	Desert Water Agency	(645)
Bill Pmt -Check	08/05/2020	10220	Imperial Security	(1,700)
Bill Pmt -Check	08/05/2020	10221	Palm Springs Disposal Services Inc	(2,227)
Bill Pmt -Check	08/05/2020	10222	Stericycle, Inc.	(1,513)
Bill Pmt -Check	08/07/2020	10223	INPRO-EMS Construction	(11,310)
Bill Pmt -Check	08/10/2020	10224	Amtech Elevator Services	(1,279)
Bill Pmt -Check	08/10/2020	10225	Imperial Security	(1,700)
Bill Pmt -Check	08/20/2020	10226	Frontier Communications	(228)
Bill Pmt -Check	08/20/2020	10227	Imperial Security	(1,700)
Bill Pmt -Check	08/20/2020	10228	Southern California Edison	(1,083)
Check	08/24/2020		Bank Service Charge	(1,078)
Bill Pmt -Check	08/26/2020	10229	Imperial Security	(1,700)
Bill Pmt -Check	08/26/2020	10230	INPRO-EMS Construction	(10,967)
Bill Pmt -Check	08/26/2020	10231	Locks Around The Clock	(289)
<b>TOTAL</b>				<b>(74,635)</b>



## MEMORANDUM

DATE: September 8, 2020

TO: F&A Committee

RE: Retirement Protection Plan (RPP)

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Current number of participants in Plan:

	<u>Jun</u>	<u>Aug</u>
Active – still employed by hospital	100	98
Vested – no longer employed by hospital	65	61
Former employees receiving annuity	<u>7</u>	<u>7</u>
Total	<u>172</u>	<u>166</u>

The outstanding liability for the RPP is approximately **\$4.0M** (Actives - \$2.6M and Vested - \$1.4M). US Bank investment account balance \$4.8M. Per the June 30, 2020 Actuarial Valuation, the RPP has an Unfunded Pension Liability of approximately **\$4.6M**. A monthly accrual of \$10K is being recorded each month as an estimate for FY2021.

The payouts, excluding monthly annuity payments, made from the Plan for the Two (2) months ended August 31, 2020 totaled **\$181K**. Monthly annuity payments (7 participants) total **\$1.0K** per month.



DESERT HEALTHCARE DISTRICT						
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE						
As of 8/31/20						
TWELVE MONTHS ENDED JUNE 30, 2021						
Grant ID Nos.	Name	Approved Grants - Prior Yrs	Current Yr 2020-2021	6/30/2020 Bal Fwd/New	Total Paid July-June	Open BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000		\$ 8,330,000	\$ -	\$ 8,330,000
2018-974-BOD-09-25-18	HARC - 2019 Coachella Valley Community Health Survey - 2 Yr	\$ 399,979		\$ 39,999	\$ -	\$ 39,999
2019-985-BOD-03-26-19	Coachella Valley Volunteers in Medicine - Primary Healthcare & Support Services - 1 Yr	\$ 121,500		\$ 12,150	\$ 12,150	\$ -
2019-986-BOD-05-28-19	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr	\$ 200,000		\$ 20,000	\$ 20,000	\$ -
2019-997-BOD-05-28-19	Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr	\$ 200,896		\$ 20,090	\$ 20,090	\$ -
2019-989-BOD-05-28-19	Pegasus Riding Academy - Cover the Hard Costs of Pegasus Clients - 1 Yr	\$ 109,534		\$ 10,954	\$ 10,954	\$ -
2019-994-BOD-05-28-19	One Future Coachella Valley - Mental Health College & Career Pathway Development - 2 Yr	\$ 700,000		\$ 385,000	\$ 78,750	\$ 306,250
2019-1000-BOD-05-28-19	Voices for Children - Court Appointed Special Advocate Program - 1 Yr	\$ 24,000		\$ 2,400	\$ 2,400	\$ -
2019-1017-BOD-09-24-19	Jewish Family Services - Case Management Services for Homeless Prevention - 1 Yr	\$ 90,000		\$ 9,000	\$ -	\$ 9,000
2019-1023-BOD-10-22-19	CVRM - Transportation for Seniors & Homeless Hospital Discharge Referrals - 1 Yr	\$ 216,200		\$ 118,910	\$ 48,645	\$ 70,265
2019-1021-BOD-11-26-19	Neuro Vitality Center - Community Based Adult Services Program - 6 Months	\$ 143,787		\$ 79,083	\$ 50,323	\$ 28,760
	Unexpended funds Grant #1021					\$ (28,760)
2020-1045-BOD-03-24-20	FIND Food Bank - Ending Hunger Today, Tomorrow, and for a Lifetime - 1 Yr	\$ 401,380		\$ 311,069	\$ 90,311	\$ 220,758
2020-1129-BOD-05-26-20	Coachella Valley Volunteers In Medicine - Response to COVID-19	\$ 149,727		\$ 149,727	\$ 149,727	\$ -
2020-1085-BOD-05-26-20	Olive Crest Treatment Center - General Support for Mental Health Services	\$ 50,000		\$ 27,500	\$ -	\$ 27,500
2020-1057-BOD-05-26-20	Desert Cancer Foundation - Patient Assistance Program	\$ 150,000		\$ 82,500	\$ -	\$ 82,500
2020-1124-BOD-06-23-20	Regents of UCR - COVID-19 Testing & Health Education for Eastern Valley - 5 Months	\$ 149,976		\$ 149,976	\$ 149,976	\$ -
2020-1134-BOD-07-28-20	Desert Healthcare Foundation - Addressing Healthcare Needs of Black Communities		\$ 500,000	\$ 500,000	\$ 500,000	\$ -
<b>TOTAL GRANTS</b>		<b>\$ 13,106,979</b>	<b>\$ 500,000</b>	<b>\$ 10,248,358</b>	<b>\$ 1,133,326</b>	<b>\$ 9,086,272</b>
<b>Amts available/remaining for Grant/Programs - FY 2019-20:</b>						
<b>Amount budgeted 2020-2021</b>			\$ 4,000,000		G/L Balance:	<b>8/31/2020</b>
<b>Amount granted through June 30, 2021:</b>			\$ (500,000)		2131	\$ 2,426,272
Mini Grants:	1132		\$ (5,000)		2281	\$ 6,660,000
Financial Audits of Non-Profits	8/15/2020		\$ (3,000)			
Net adj - Grants not used:			\$ -		<b>Total</b>	<b>\$ 9,086,272</b>
Matching external grant contributions			\$ -		<b>Difference - Rdg</b>	<b>\$ (0)</b>
<b>Balance available for Grants/Programs</b>			<b>\$ 3,492,000</b>			



## **Chief Administration Officer's Report**

**September 2020**

Staff is nearing completion of the yearend audit work with Lund & Guttry. The work was conducted remotely for the fiscal year ended June 30, 2020.

Staff recently released a Notice Inviting Bids for the landscaping project at the Las Palmas Medical Plaza. Anticipated bids will be received in early October and presented for consideration of approval at the October F&A Committee meeting.

### **Las Palmas Medical Plaza - Property Management:**

#### **Occupancy:**

See attached unit rental status report.

**92%** currently occupied –

Total annual rent including CAM fees is **\$1,225,808**.

#### **Leasing Activity:**

Leasing activity has been slow due to the COVID-19 virus. Rob Wenthold, the broker staff is working with, indicated prospective tenants are apprehensive during this period of time.

Tenants who have requested rent relief due to the COVID-19 health crisis have received their respective lease addenda. Deferred rent for each tenant is now being billed on a pro-rated basis over the remaining life of their lease.

Las Palmas Medical Plaza													
Unit Rental Status													
As of September 1, 2020													
Unit	Tenant Name	Deposit	Lease Dates		Term	Unit Sq Feet	Percent of Total	Monthly Rent	Annual Rent	Rent Per Sq Foot	Monthly CAM	Total Monthly Rent Inclg CAM	Total Annual Rent Inclg CAM
			From	To									
											\$ 0.62		
3W, 101	Vacant					1,656	3.36%						
2W, 107	Vacant					1,024	2.07%						
1W, 204	Vacant					1,280	2.59%						
Total - Vacancies						3,960	8.02%						
Total Suites-33 - 31 Suites Occupied		\$61,961.90				49,356	92.0%	\$ 74,131.60	\$ 889,579.20	\$ 1.63	\$ 28,019.04	\$ 102,150.64	\$ 1,225,807.68
			Summary - All Units										
			Occupied	45,396	92.0%								
			Vacant	3,960	8.0%								
			Pending	0	0%								
			Total	49,356	100%								



Date: September 22, 2020  
To: Board of Directors  
Subject: Addendum #1 to the Consulting Services Agreement for Magdalena Martinez dba Personnel 411 HR Consulting - \$833.33/month plus special projects fees

---

**Staff Recommendation:** Consideration to approve Addendum #1 to the Consulting Services Agreement for Magdalena Martinez dba Personnel 411 HR Consulting - \$833.33/month plus special projects fees.

**Background:**

- In September 2019, the Board approved a Consulting Services Agreement with Magdalena Martinez to review personnel records, review employee handbook, conduct employment investigations, review compliance with regulatory trainings.
- During the course of the year, Ms. Martinez and staff performed a complete update of the District's Employee Handbook, review of employee files, etc.
- The HR Consultant shall continue to provide the services for a flat monthly fee of \$833.33, plus fees for special projects.
- Addendum #1 and the Consulting Services Agreement are included in the packet for your review.
- At the September 8, 2020 Finance & Administration Committee meeting, the Committee approved the request and recommended forwarding to the Board for consideration of approval.
- Staff recommends approval of Addendum #1 of the Consulting Services Agreement for Magdalena Martinez dba Personnel 411 HR Consulting.

**Fiscal Impact:**

\$833.33 per month (\$10,000 annually), plus fees for special projects.

The HR Consultant is included in the District's FY20-21 annual budget.

**CONSULTING SERVICES AGREEMENT  
ADDENDUM #1**

A Professional Services Agreement (“Agreement”) was entered into by and between Desert Healthcare District (“District”), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and Magdalena Martinez dba Personnel 411 Consulting (“Consultant”) on September 30, 2019.

**R-E-C-I-T-A-L-S**

1. District would like to continue the professional services of Consultant to Human Resources Consulting Services.
2. Compensation for Services. The District shall compensate Consultant a flat monthly retainer of \$833.33, as referenced in the originally agreement.
3. Term. The term of this Addendum shall run from October 1, 2020 to September 30, 2021.
4. All other terms remain unchanged.

This Agreement is entered into in the County of Riverside, State of California.

“District”:

Desert Healthcare District

By: \_\_\_\_\_  
Leticia DeLara, President

Date: \_\_\_\_\_

“Consultant”:

Personnel 411 HR Consulting

By: \_\_\_\_\_  
Magdalena Martinez

Date: \_\_\_\_\_

## **CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement") is entered into by and between Desert Healthcare District and Foundation (collectively "District"), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and Maggie Martinez dba Personnel 411 HR Consulting ("Consultant") as follows:

### **R-E-C-I-T-A-L-S**

1. District would like to retain the professional services of Consultant to provide Human Resources Consulting Services.
2. Consultant is an expert in the field and is qualified and possesses the knowledge, skill, expertise, necessary to provide the professional services ("Services") as more specifically outlined in the attached Exhibit "A" ("Consultant Proposal").

### **C-O-V-E-N-A-N-T-S**

#### **1. CONSULTANT'S SERVICES.**

1.1 Services. Consultant shall provide District with the professional services described in the Consultant Proposal. All Services shall be coordinated with District Management and District General Counsel and shall be performed by Consultant to the reasonable satisfaction of District.

1.2 Compliance with Laws. In performing the Services, Consultant shall, at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the Services.

1.3 Performance Standard. Consultant shall perform the Services with efficiency and diligence and shall execute the Services in accordance with the standards of Consultant's profession, generally described as that degree of skill and care ordinarily exercised by professionals providing similar services as Consultant practicing in California.

1.4 District's Representative. For purposes of this Agreement, the District's Representative shall be District's Chief Executive Officer, Conrado Bárzaga, located at 1140 North Indian Canyon Drive, Palm Springs, CA 92262. All amendments to this Agreement shall be approved by the District Board.

#### **2. FEES AND PAYMENTS.**

2.1 Compensation for Services. District shall compensate Consultant a flat monthly retainer of \$833.33 and any services for special projects (i.e., drafting of the employee handbook, special audits, investigations, would be provided at an additional flat rate to be negotiated at the time the assignment is made.

2.2 Invoices. Consultant shall deliver monthly invoices to District no later than the 10th day of each month for Services.

2.3 Payment. District shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts. The parties shall expeditiously resolve the subject of any disputed amounts by way of negotiation or, if necessary, mediation. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services.

### **3. TERM; TERMINATION.**

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed for a term of one (1) year.

3.2 Termination for Convenience. District may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing notice to Consultant of its intention to terminate the Agreement for convenience. As long as Consultant is not in default under this Agreement at the time of such termination, District shall pay Consultant for all Services incurred up to and including the date of termination.

### **4. INDEPENDENT CONTRACTOR.**

District has retained Consultant to provide, and Consultant shall perform, the Services as an independent contractor maintaining exclusive direction and control over its employees; and, no personnel utilized by Consultant to perform the Services are employees of the District.

### **5. OWNERSHIP OF DOCUMENTS.**

All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, documents, data, ledgers, journals, and reports prepared by Consultant as a part of Consultant's Services shall belong to and be subject to the sole ownership and use of the District. The provisions of this Paragraph 5 shall survive any termination of this Agreement.

### **6. INDEMNIFICATION.**

Consultant agrees to indemnify and hold the District, its governing body, officers, employees, representatives, agents, successors and assigns (the "District Indemnities"), harmless from and against any and all losses, liabilities, claims, causes of action or costs and expenses of whatever nature or kind, incurred or suffered by District or the District Indemnities including indemnity claims arising by reason of any personal injury of any

person or property loss, loss of use, or damage, to the extent the same arise out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, or representatives, relating to the performance of the services outlined in this Agreement.

## **7. NOTICE.**

All notices to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when personally served or two (2) days after mailing by certified, return receipt requested, to the following addresses:

To: District  
Desert Healthcare District  
Attention: Conrado Bárzaga, Chief Executive Officer  
1140 N. Indian Canyon Drive  
Palm Springs, California 92262

To: Consultant  
Maggie Martinez dba Personnel 411 HR Consulting  
1621 Edgewood Dr  
Alhambra, California 91803  
Tel: (323) 497-6964

## **8. MISCELLANEOUS PROVISIONS.**

8.1 Venue. Venue shall lie only in the federal or state courts nearest to the City of Palm Springs, in the County of Riverside, State of California.

8.2 Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.

8.3 Entire Agreement. This Agreement, together with all Schedules attached, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its schedules.

8.4 Assignment. Consultant shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of District. Nothing in this Agreement shall obligate District to give such consent. Any purported assignment without District's consent shall be void.

8.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.




8.6 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

This Agreement is entered into in the County of Riverside, State of California.

“District”:

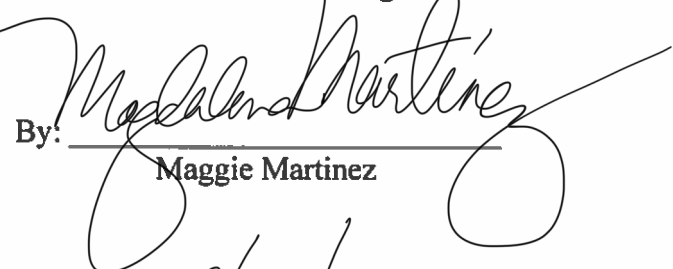
Desert Healthcare District

By:   
Les Zendle M.D., President  
Board of Directors

Date: \_\_\_\_\_

“Consultant”:

Personnel411 HR Consulting

By:   
Maggie Martinez

Date: 09/30/2019



Date: September 22, 2020  
To: Board of Directors  
Subject: Lease Agreement – Laboratory Corporation of America 3E 104-105

---

**Staff Recommendation:** Consideration to approve the updated draft lease agreement for Laboratory Corporation of America (LabCorp) at the Las Palmas Medical Plaza.

**Background:**

- LabCorp has been a long-standing tenant of the Las Palmas Medical Plaza.
- LabCorp's current lease is on a month-to-month basis.
- LabCorp requested a lease of three years, with a base rent of \$1.59/square foot and a Tenant Improvement Allowance of \$20/square foot.
- Lease was approved at the October 22, 2019 Board of Director's meeting but not executed by LabCorp.
- The updated version brings forward the Commencement Date to November 1, 2020.
- Updated version includes 2.5% rent increase.
- At the September 8, 2020 Finance & Administration Committee meeting, the Committee approved the request and recommended forwarding to the Board for consideration of approval.
- Staff recommends approval of the draft lease agreement.
- Draft lease agreement is attached for review.

**Fiscal Impact:**

Estimated revenue from Rent and CAMs for life of the lease - \$178,105.

Estimated cost of Tenant Improvement Allowance (\$20.00/sf) - \$44,000.

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OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as “Landlord”, and Laboratory Corporation of America, referred to as “Tenant”, and is dated November 1, 202049.

1. LEASE OF PREMISES.

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises described in Section 2L. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants, and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS.

As used in this Lease, the following terms shall have the following meanings:

- a. Base Rent (Initial): \$ ~~Forty-One Thousand, Nine-Hundred~~ ~~Forty-Three~~~~Twenty~~ Dollars 00/100 (~~\$410,94320.00~~) per year.
- b. Base Year: The calendar year of November 1 to October 31.
- c. Broker(s):  
Landlord's: N/A  
Tenant's: N/A  
  
In the event that N/A, represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.
- d. Commencement Date: November 1<sup>st</sup>, 202049.
- e. Common Areas: The building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. Expiration Date: October 31<sup>st</sup>, 20232, unless otherwise sooner terminated in accordance with the provisions of this Lease.
- g. Landlord's Mailing Address: 1140 N. Indian Canyon Dr., Palm Springs, CA 92262  
Tenant's Mailing Address: 555 E. Tachevah Dr. 3E-104, Palm Springs, CA 92262.
- h. Monthly Installments of Base Rent (initial): Three-Thousand Four-Hundred ~~Ninety-Five~~~~Ten~~ and ~~2500~~/100 Dollars (~~\$3,49510,2500~~) per month.
- i. Project Operating Costs (CAMs): Currently Sixty-Two Cents (\$.62) per square foot per month.
- j. Tenant Improvement Allowance (TI): Twenty Dollars (\$20) per square foot or Forty-Four Thousand and 00/100 Dollars (\$44,000.00).
- k. Parking: Tenant shall be permitted, to park 11 cars on a non-exclusive basis in the area(s) designated by Landlord for parking (for Staff - generally in the back of the parking area, perimeter streets, and Wellness Park parking lot). Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator.
- l. Premises: That portion of the Building containing approximately 2,200 square feet of Rentable Area, located in Building 3E and known as Suite 104-105.
- m. Project: The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 555 E. Tachevah Drive, Palm Springs, California 92262. The Project is known as The Las Palmas Medical Plaza.
- n. Rentable Area: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.

o. *Security Deposit (Section 7)*: \$ Zero and 00/100 Dollars (\$00.00). The Security Deposit currently on file with Landlord in the amount of Three Thousand, Six Hundred Thirty and 00/100 Dollars will be returned to Tenant upon the Landlord and Tenant execution of this Lease or no later than thirty (30) days thereafter.

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p. *State*: the State of California.

q. *Tenant's First Adjustment Date (Section 5)*: The first day of the calendar month following the Commencement Date plus 12 months.

r. *Tenant's Proportionate Share*: 4.46 %. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of six building(s) containing a total Rentable Area of 49,356 square feet.

s. *Tenant's Use Clause (Article 8)*: General office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.

t. *Term*: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" Rules and Regulations.
- b. Addenda\*

\*See Addendum attached hereto and by this reference made a part hereof.

4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Premises to Tenant on the commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession, "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Addendum. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT.

5.1 *Payment of Base Rent*: Tenant agrees to pay the base rent for the premises. Monthly installments of Base Rent shall be payable in advance on the first day of each calendar month of the term. If the term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 *Adjusted Base Rent*:

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Such adjustment shall be the greater of 2.53 % over the preceding year or Consumer Price Index(CPI).

5.3 *Project Operating Costs (CAMs)*:

- a. In order that the Rent payable during the Term reflect any Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all costs, expenses and obligations attributable to the Project and its operation as set forth in 2i, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with the provisions of this Section 5.3b.

(1.) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or

other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operation Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably Approximate the taxes, which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

- (b.) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenant); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

(2.) Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:

- (a.) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
- (b.) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expense for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
- (c.) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

- (d.) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
- (e.) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3(2)(b) and (c) above.

5.4 *Definition of Rent:* The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.

5.5 *Rent Control:* If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5.6 *Taxes Payable by Tenant:* In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to ~~(a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises.~~ If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

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5.7 *Tenant Improvement Allowance:* In recognition for Tenant completing all improvements, including fire sprinklers, to the premises as mutually agreed by Landlord and Tenant, Landlord shall provide Tenant with a total Tenant improvement allowance not to exceed that set forth in Section 2j upon completion of agreed tenant improvements to include fire sprinkler system. This allowance will be reimbursed to tenant upon satisfactory receipt of paid invoices and inspection by Property Management that work has been satisfactorily completed. Any additional tenant improvements will be at the sole expense of the Tenant. Improvements shall conform to a high quality of design approved by Landlord prior to commencement of work and shall be performed by a licensed General Contractor approved by Landlord in advance. Tenant shall submit plans and specifications for any and all improvements to Landlord, and where necessary, the City of Palm Springs and other applicable government agencies for their required approval (if any) prior to commencement of work. Tenant and the General Contractor shall indemnify and hold Landlord and its officers, agents and employees harmless from any liability resulting from the tenant improvement work and shall be named as an additional insured on the insurance policy of both the Tenant and the General Contractor. All costs shall be subject to prevailing wages and if construction costs exceed \$25,000, then the tenant improvements shall also be subject to California competitive bid statutes.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law ~~or not to exceed ten percent (10%).~~ Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within five (5) days from the date it is due, Tenant shall pay Landlord a late charge equal to ~~ten~~five percent ~~(10%)~~ of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

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7. SECURITY DEPOSIT.

The Security Deposit currently on file with Landlord in the amount of Three Thousand, Six Hundred Thirty and 00/100 Dollars will be returned to Tenant upon the Landlord and Tenant execution of this Lease or no later than thirty (30) days thereafter.

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~~Tenant agrees to deposit with Landlord the Security Deposit set forth at Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.~~

~~If Tenant fails to pay Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.~~

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8. TENANT'S USE OF THE PREMISES

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything, which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES.

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (I) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.



Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord Promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services of common area in a manner that such services are customarily furnished to comparable office buildings in the area.

10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession of the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

II. CONSTRUCTION, REPAIRS AND MAINTENANCE.

- a. *Landlord's Obligations:* Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building.
- b. *Tenant's Obligations:*
  - (1.) Tenant shall perform Tenant's Work to the Premises as described in an exhibit specific to tenant improvements, if applicable."
  - (2.) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.
  - (3.) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.
  - (4.) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.
- c. *Compliance with Law:* Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

- d. *Waiver by Tenant:* Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- e. *Load and Equipment Limits:* Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.
- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

## 12. ALTERATIONS AND ADDITIONS.

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notice at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.5) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligations under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

## 13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold

Improvements”), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.

- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively “Tenant’s Property”) shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant’s Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS.

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit “A” and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other tenants or occupants of the Building of Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant’s use or possession of the Premises:

- a. To name the Building and Project and to change the name or street address of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, eluding Tenant’s vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord’s interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant’s business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant’s notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant’s notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:
  - (1.) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;
  - (2.) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

- (3.) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
- (4.) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
- (5.) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.
- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred twenty-five percent (125%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.

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18. SURRENDER OF PREMISES.

- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

19. DESTRUCTION OR DAMAGE.

- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed with ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.

- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration, and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building, or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building, or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absent of express agreement, shall have no application.

## 20. EMINENT DOMAIN.

- a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.
- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment, or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title, and interest in any award, judgment, or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expenses for the repair, restoration, and replacement of any other Leasehold improvements and Tenant's Property.

## 21. INDEMNIFICATION.

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity, or other things allowed or suffered by Tenant to be done in, on, or about the Premises; (2) any breach or default by Tenant of any of the Tenant's obligations under this Lease; or (3) any negligent or otherwise tortuous act or omission of Tenant, its agents, employees, invitees, or contractors. Tenant shall at Tenant's expense and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees, or customers or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning,

or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project.

22. TENANT’S INSURANCE.

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord’s lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord’s request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees, and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord’s lender. Tenant shall furnish Landlord with renewals or “binders” of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant’s behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord’s mortgagee, and Tenant as required by this Lease.
- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification “Fire and Extended Coverage” together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) above be paid to Landlord, and the proceeds under (ii) above be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for, and maintain in effect worker’s compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation, or condition of the Premises, and the operations of Tenant in, on, or about the Premises, providing broad form property damage coverage for not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) each accident.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant’s insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION.

Landlord and Tenant each hereby waive all rights or recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended overage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMEN

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or thereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon

written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure, or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee, or lessor, as the case may be, and recognize that party as Landlord under this Lease provided such party acquires and accepts the Premises subject to this Lease.

25. TENANT ESTOPPEL CERTIFICATE.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee, or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim, or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building, or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission relating to the Premises, Building, Project, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT.

27.1. *Tenant's Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition, or agreement contained in this lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody, or control of Tenant or any substantial part of its property and such jurisdiction, custody, or control remains in force unrelinquished, unstayed, or unterminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is not a party, a trustee, receiver, agent, or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2. *Remedies.* In the event of Tenant's default hereunder, then, in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraph b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting, which is applied against, the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

- (1.) *Past Rent.* The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
- (2.) *Rent Prior to Award.* The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (3.) *Rent After Award.* The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant provides could be reasonably avoided; plus
- (4.) *Proximately Caused Damages.* Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses (including attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award@ as used in subparagraphs 1 and 2 above is to be computed by allowing interest at the rate of ten percent (10%) per annum." The worth at the time of the award@ as used in subparagraph 3 above is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant, or condition of this Lease shall not be deemed a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant, or condition unless Landlord gives Tenant written notice of such waiver.

27.3 *Landlord's Default.* If Landlord fails to perform any covenant, condition, or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title, and interest in the Premises, Building, or Project, and no other real, personal, or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If, after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce, or



offset any amount against any payments of Rent or any other charges due and payable under this Lease, except as otherwise specifically provided herein.

28. BROKERAGE FEES.

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expenses, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

29. NOTICES.

All notices, approvals, and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.

30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

31. RELOCATION OF PREMISES.

Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

- a. The new premises shall be substantially the same in size, dimension, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
- b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
- c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
- f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base Rent, if any.

32. QUIET ENJOYMENT.

Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

33. OBSERVANCE OF LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by

Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

34. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS.

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS.

- a. *Accord and Satisfaction; Allocation of Payments:* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda:* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. *Attorneys' Fees:* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. *Captions, Articles and Section Numbers:* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. *Changes Requested by Lender:* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.
- f. *Choice of Law:* This Lease shall be construed and enforced in accordance with the laws of the State of California.
- g. *Consent:* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
- h. *Corporate Authority:* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

- i. *Counterparts*: This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. *Execution of Lease; No Option*: The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- k. *Furnishing of Financial Statements; Tenant's Representations*: In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
- l. *Further Assurances*: The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- m. *Mortgagee Protection*: Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- n. *Prior Agreements; Amendments*: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- o. *Recording*: Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- p. *Severability*: A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- q. *Successors and Assigns*: This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- r. *Time of the Essence*: Time is of the essence of this Lease.
- s. *Waiver*: No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
- t. *Compliance*: The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or other provision of the Lease.

The parties hereto have executed this Lease as of the dates set forth below.

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord:	<u>Desert Healthcare District</u>	Tenant:	_____
	<u>dba: Las Palmas Medical Plaza</u>		
By:	<u>Conrado Bárzaga</u>	By:	_____
Signature:	_____	Signature:	_____
Title:	<u>CEO</u>	Title:	_____

CONSULT YOUR ADVISORS This document has been prepared for approval by your attorney. No representation or recommendation is made as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. These are questions for your attorney.

In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous materials and underground storage tanks.

DRAFT

EXHIBIT “A”

RULES AND REGULATIONS

1. No sign, placard, pictures, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.  
  
All approved signs or lettering on doors shall be printed, painted, affixed, or inscribed at the expense of Tenant by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not, without prior written consent of Landlord, cause or otherwise sunscreen any window.
2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of the rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substances in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
8. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for storage of merchandise, for washing clothes, for lodging or for any improper, objectionable or immoral purposes.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.
12. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

- 14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
- 15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
- 16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
- 17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
- 18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

\_\_\_\_\_  
Landlord's Initials

\_\_\_\_\_  
Tenant's Initials

DRAFT

ADDENDUM

Addendum to that certain Office Building Lease dated November 1, 2020~~19~~ by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and Laboratory Corporation of America, as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

Page 1

In the event of any inconsistency between the Addendum language and the body of the Lease, the Addendum language shall prevail.

1. Commencement Date: November 1, 20~~19~~
2. Expiration Date: October 31, 202~~3~~
3. Rent Schedule:

11/1/20~~19~~ – 10/31/202~~1~~

11/1/202~~1~~ – 10/31/202~~1~~

11/1/202~~1~~ – 10/31/202~~3~~

\$3,4~~95~~10.~~25~~00

\$3,~~582~~495.~~63~~25

\$3,~~672~~582.~~20~~63

Greater of 2.5% or CPI

Greater of 2.5% or CPI
4. CAMs: Currently \$.62 per square foot.
5. Security Deposit: Zero and 00/100 Dollars (\$00.00).

The foregoing is hereby agreed to and accepted:

Date: \_\_\_\_\_

Landlord: Desert Healthcare District  
dba: Las Palmas Medical Plaza

By: Conrado Bárzaga

Signature: \_\_\_\_\_

Title: CEO

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



Date: September 22, 2020  
To: Board of Directors  
Subject: Early Lease Termination – Dennis Spurgin – 1W 204

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**Staff Recommendation:** Consideration to approve the lease termination for Dennis Spurgin at the Las Palmas Medical Plaza.

**Background:**

- Dennis Spurgin has been a 15-year tenant of the Las Palmas Medical Plaza.
- Mr. Spurgin, who operates a chiropractor practice, temporarily closed his business in March 2020 with the onset of the COVID-19 pandemic.
- Mr. Spurgin requested a 2-month rent deferral for the months of May and June, as April's rent was prepaid.
- After his office reopened, his patient base has not returned due to continued concerns of the virus.
- In August, following submitting the first of the deferred payments, Mr. Spurgin requested to be relieved of his lease obligations with the District.
- After applying the lease payment and the tenant's security deposit, a balance of \$5,543.88 remains.
- At the September 8, 2020 Finance & Administration Committee meeting, the Committee approved the request and recommended forwarding to the Board for consideration of approval.
- Staff recommends waiving the outstanding balance and approval of the Lease Termination Agreement.
- Draft Lease Termination Agreement and the tenant's request letter are attached for your review and consideration.

**Fiscal Impact:**

Loss of \$5,543.88 of lease revenue.



## LEASE TERMINATION AGREEMENT

**THIS LEASE TERMINATION AGREEMENT** is made and entered into as of August 26, 2020 (the “Effective Date”), by and between **DESERT HEALTHCARE DISTRICT**, a political subdivision of the State of California (“District”), and **DENNIS SPURGIN, D.C.** (“Tenant”), with reference to the following facts:

A. The District and Tenant are parties to that certain Office Building Lease (Building IW Suite 204) in the Las Palmas Medical Plaza, Palm Springs, California, dated October 1, 2019 (“Lease”).

B. As a result of the COVID-19 pandemic and the declaration of a State of Emergency, the District and Tenant entered into an Amendment to the Lease effective as of June 23, 2020, to assist Tenant in deferring rental payments over the remaining term of the Lease ending September 30, 2024.

C. The COVID-19 pandemic has caused a severe financial hardship on Tenant and Tenant’s ability to continue to lease Suite 204 in the Las Palmas Medical Plaza and pay rent to the District.

D. The District has determined that it would serve the best interests of Tenant and the District to enter into a Lease Termination Agreement on the following terms and conditions.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Lease Termination.** Effective August 26, 2020, the Lease is hereby terminated.
2. **Rent Forgiveness.** Upon application of Tenant’s rent deposit of \$2,566.80, the District agrees to waive and forgive Tenant’s remaining balance of \$5,543.88 which is due and owing for rent.

**IN WITNESS WHEREOF**, the parties have executed this Lease Termination Agreement as of the Effective Date.

“District”:

**DESERT HEALTHCARE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“Tenant”:

\_\_\_\_\_  
**DENNIS SPURGIN, D.C.**

**Dennis E. Spurgin, DC**  
**555 Tachevah 1 West #204**  
**P.O. Box 2386**  
**Palm Springs, CA 92263**

*The Art of Chiropractic Blended with the Science of Medicine*

**(760) 327-9402 Voice**

**E-mail [dspurgindc@yahoo.com](mailto:dspurgindc@yahoo.com)**

**(760) 778 – 5333 Fax**

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Chris Christensen, CPA  
Chief Administrative Offices  
Desert Healthcare District and Foundation  
1140 N. Indian Canyon Drive  
Palm Springs, Ca.92262

Re: Las Palmas Medical Plaza  
Suite 1 West 204  
555 Tachevah  
Request to be released from my lease

Dear Mr. Christensen

I have developed a reputation in Palm Springs for over 28 years and closing a practice and leaving Palm Springs is something I never thought I would do. With deep regret I make this request that you release me from my mine current lease due to the COVID-19 pandemic starting with the closing of my office March 17, 2020.

I signed my current lease in good faith. I fully expected to stay not only through this lease but for a new lease to follow. However, the Pandemic starting with closing office has set me on a path where I am exhausting revenue and my emergence funds due to office overhead. I can no longer continue on this path. This action is hard for me to take as I love this office and the Las Palmas Medical Plaza. I have been in this plaza for 15 years.

I have not taken any money out of the office since March 17, 2020. I have received all the help from the government agencies, but they didn't cover the fully the overhead and are now terminating. I appreciated the deferment of the lease payments for 2 months from the Desert Healthcare District and I thought that was going to get me through the pandemic. However, it is now clear that this pandemic is here to stay for months to come and I can no longer continue to go down this path.

The last day I will be in this office is August 26, 2020.

I value the relationship I have had with the Desert Healthcare District over the years and I hope you will consider my request.

Sincerely,

Dennis E. Spurgin, DC

cc: Eric Taylor  
Account Manager

Conrado E. Barzaga, MD  
Chief Executive Office

Board of Directors  
Leticia De Lara, MPA  
President

Karen Borja  
Vice-president and Secretary

Mark Matthews  
Treasurer

Les Zendle, MD  
Director

Carole Rogers RN, MPN  
Director

Evett PerezGil  
Director

Arthur Shorr  
Director



Date: September 22, 2020  
To: Board of Directors  
Subject: Temporary Lease Agreement – Arrowhead Evaluation Services, Inc. – 1W  
204

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**Staff Recommendation:** Consideration to approve the temporary lease agreement for Arrowhead Evaluation Services, Inc. at the Las Palmas Medical Plaza.

**Background:**

- Dennis Spurgin has requested termination of the lease at the medical plaza in suite 1W-204 and has vacated the suite as of August 26, 2020.
- District staff received a request from Arrowhead Evaluation Services, Inc. to conduct orthopedic evaluations at the suite a few days of the month for two months, September and October.
- The District will receive a monthly rent of \$1,000 per month for two months.
- Since the suite will only be used a few days per month, the suite will be available for showings to potential new tenants.
- At the September 8, 2020 Finance & Administration Committee meeting, the Committee approved the request and recommended forwarding to the Board for consideration of approval.
- Staff recommends approval of the Temporary Lease Agreement for Arrowhead Evaluation Services, Inc.
- Draft Lease Agreement is attached for your review and consideration.

**Fiscal Impact:**

\$2,000 lease revenue

## TEMPORARY LEASE AGREEMENT

**TEMPORARY LEASE AGREEMENT** ("Lease Agreement") is made and entered into as of September 1, 2020 (the "Effective Date"), by and between **DESERT HEALTHCARE DISTRICT**, a political subdivision of the State of California ("District"), and **ARROWHEAD EVALUATION SERVICES, INC.** ("Tenant"), with reference to the following facts:

A. Tenant would like to utilize Building IW Suite 204 in the Las Palmas Medical Plaza, Palm Springs, California (Premises) for evaluation services, on a temporary basis for 2 to 3 days a week, for the period from September 1, 2020 through October 31, 2020.

B. District is willing to allow Tenant to utilize the Premises on a temporary basis provided Tenant complies with the terms and conditions of this Lease Agreement.

C. **NOW, THEREFORE**, in consideration of the foregoing recitals and the agreements herein contained, the parties agree as follows:

1. **Lease Term.** Lease of the Premises shall begin on September 1, 2020 and shall end on October 31, 2020.

2. **Rent Amount.** Tenant shall pay \$1,000.00 per month (\$2,000 total) for rent in advance for use of the Premises for the Lease Term.

3. **Insurance.** Tenant shall provide District with a Certificate of Insurance for liability and property damage acceptable to District prior to utilizing the Premises.

4. **Maintenance.** Tenant shall maintain the premises in good condition shall be responsible for any damages caused by Tenant during Lease Term.

5. **Indemnity.** Tenant shall indemnify and hold District harmless from the claims of all third parties for injury or damages to persons or property as a result of Tenant's use of the Premises, including attorney fees, costs and expenses incurred.

6. **Holding Over.** Tenant shall be responsible for payment of \$150.00 per day in the event Tenant holds over after the termination date as damages, in addition to any other relief entitled to District.

7. **Attorney Fees.** The prevailing party in any action brought with respect to this transaction shall be entitled to reasonable attorney fees and court costs in the event legal action is necessary to enforce the terms and conditions of this Lease Agreement.

8. **Governing Law.** This Agreement shall be governed by the laws of California.

**IN WITNESS WHEREOF**, the parties have executed this Lease Agreement as of the Effective Date.

**“District”:**

**DESERT HEALTHCARE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“Tenant”:**

**ARROWHEAD EVALUATION SERVICES, INC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Date: September 22, 2020  
To: Board of Directors  
Subject: CEO Report – LAFCO MSR Update

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**Staff Recommendation:** Information only

**Background:**

- In January, the District was informed that Riverside Local Agency Formation Commission (LAFCO) would be completing a Municipal Services Review (MSR) of three special districts, including the Desert Healthcare District.
- Policy Consulting Associates was the firm selected by LAFCO to complete the MSR.
- Staff has been working with Policy Consulting Associates since February and has completed various questionnaires about internal operations, staff performance evaluation; district's performance; voter participation/community engagement; participation in regional plans; plans for the future, etc. The most recent questionnaire inquired about the impact of COVID-19 on the District and on Desert Regional Medical Center (DRMC).
- DRMC staff assisted the District in completing parts of the latest questionnaire.
- Policy Consulting Associates is working to incorporate all comments received from the healthcare districts by 9/21/2020.
- LAFCO is planning to release a draft of the MSR for public review on 9/22/2020.

**Fiscal Impact:**

N/A



Date: September 22, 2020

To: Board of Directors

Subject: CEO Report – Coordinating community access COVID-19 Testing and healthcare services.

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**Staff Recommendation:** Information only

**Background:**

- DHCD has approved emergency funding grants to various partners to ensure low-income and vulnerable populations have access to COVID-19 tests and needed healthcare services.
- Three Federally Qualified Health Centers (FQHCs), including Borrego Community Health Foundation, Desert AIDS Project, and Clinicas de Salud del Pueblo, along with University of California Riverside School of Medicine, and Coachella Valley Volunteers in Medicine are the main grant-recipients in this category. Each organization received a \$150,000 grant. Additionally, a \$350,000 grant was approved to equip the FQHCs with rapid testing technology.
- Thanks to these District grants, thousands of community members have had access to COVID-19 tests, some of which have been deployed in the less densely populated areas of the district, where the healthcare infrastructure lacks.

**Coordinating efforts and obtaining timely results**

- District staff has facilitated regular meetings with grantees and coordinated efforts to ensure there is ample communication amongst the community partners. There are shared testing protocols in place which include the use of Reverse Transcription Polymerase Chain Reaction (RT-PCR) to diagnose current infections, and the use of Antibody tests to diagnose past infections, and that these efforts are also coordinated with RUHS-Public Health.
- One of the greatest challenges our providers and our community members have faced is the lengthy process to obtain test results. RT-PCR tests have taken nearly a week to confirm results. This renders contact tracing almost ineffective.
- In an effort to shorten the waiting time, providers are purchasing a molecular testing technology (ID Now) manufactured by Abbott Laboratories. This technology allows a test result in 5 to 13 minutes.
- This will enable a more effective contact tracing to contain the transmission of COVID-19. Contact tracing is performed by and coordinated with RUHS Public Health.

**Addressing the needs of Farmworkers**

- The date harvest season is starting now (September through December), approximately 1,000 workers are estimated to participate. Some citrus harvest also starts around this time.
- The District approved a \$150,000 grant to the University of California Riverside School of Medicine to address the needs of this population. District staff has been supporting UCR efforts and facilitating collaborations with Growing CV, a Coachella Valley association of growers, and with other community partners.



- Initially, local growers showed concerns for farmworkers in their fields, and were enthusiastic about efforts to bring healthcare and COVID-19 testing to the fields. However, subsequent events have created distrust or concerns about potential liabilities, preventing on-site delivery of COVID-19 testing.
- Growers concerns include potential HIPAA violations, stigma around COVID-19 infections, privacy concerns, and other potential liabilities. A lawyer in San Joaquin Valley has advised growers not to allow COVID-19 tests on-site due to potential legal liabilities.
- Growing CV is meeting with RUHS Public Health to discuss their concerns and request that there is an agriculture liaison to ensure timely coordination between public health efforts and growers.
- UCR and Borrego have also addressed the growers' concerns. They are coordinating efforts and logistics to diminish the growers' fears. Growers have agreed to help advertise and communicate with their workers about our efforts.
- Finally, a schedule of COVID-19 testing has been finalized.
- On Friday, September 25<sup>th</sup> the first testing event is planned at the "AMPM" Mecca Travel Center on Hwy 86 and Ave 66<sup>th</sup>. This site will continue every Friday. The District and Growing CV reached out to Mr. Nachhattar Chandi, owner of the travel center to facilitate this partnership.
- Additional testing sites are being coordinated at Oasis MHP, Mountain View Estates MHP on Thursdays, and La Chicanita market in Oasis on Saturdays.

Addressing the needs of the homeless

- People experiencing homelessness are a priority for the District.
- The District approved a \$150,000 grant to Coachella Valley Volunteers in Medicine (VIM).
- Staff is also engaging our partners to provide support to VIM in their efforts to provide access to COVID-19 tests, and coordinate services to those who are uninsured, and those who may be eligible for MediCal, the State's Medicaid program.

**Fiscal Impact:**

N/A



**DESERT HEALTHCARE**  
**DISTRICT & FOUNDATION**

Date: September 22, 2020  
To: Board of Directors  
Subject: CEO Report - Community Health Needs Assessment and Health Improvement Plan (CHNA/CHIP) Update

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**Background:**

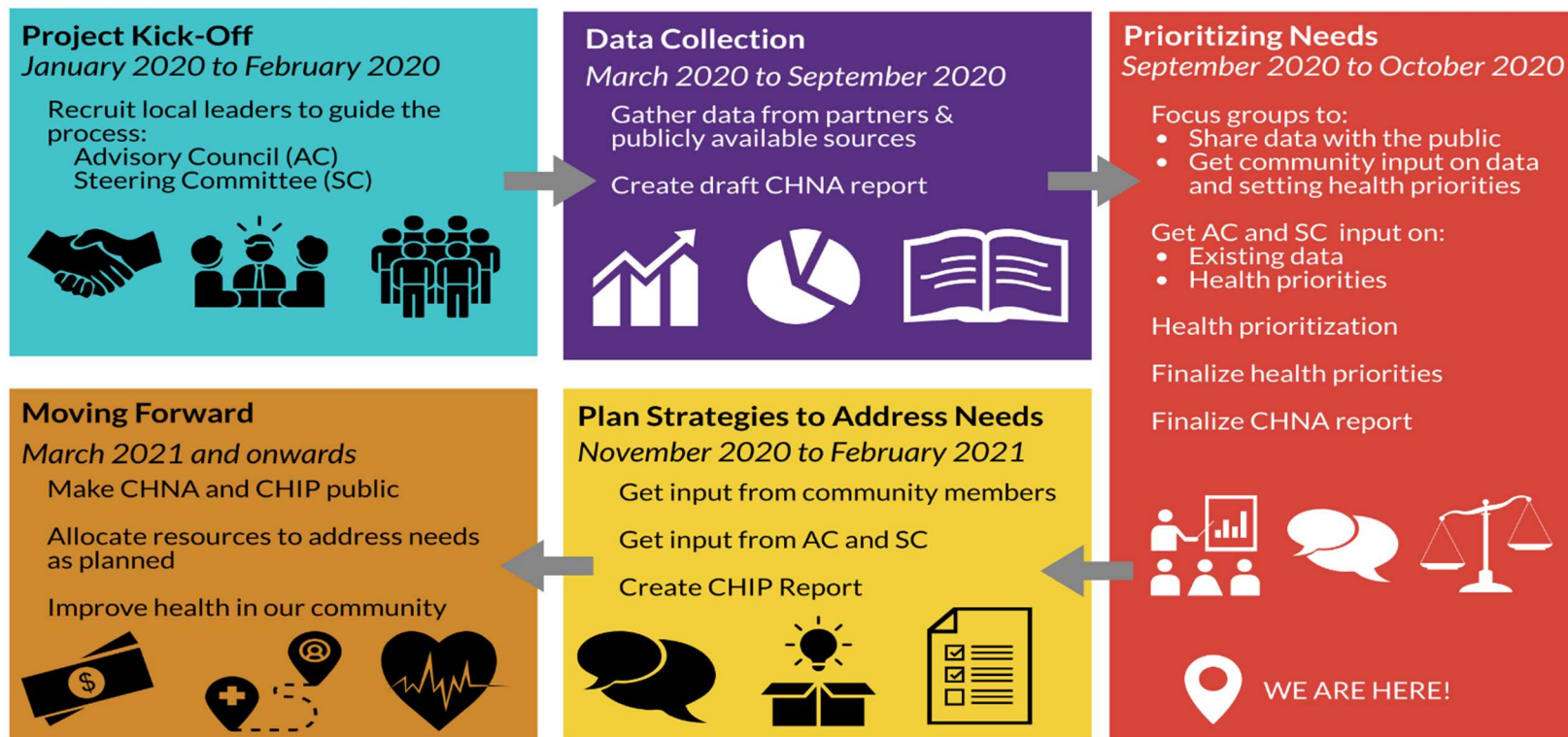
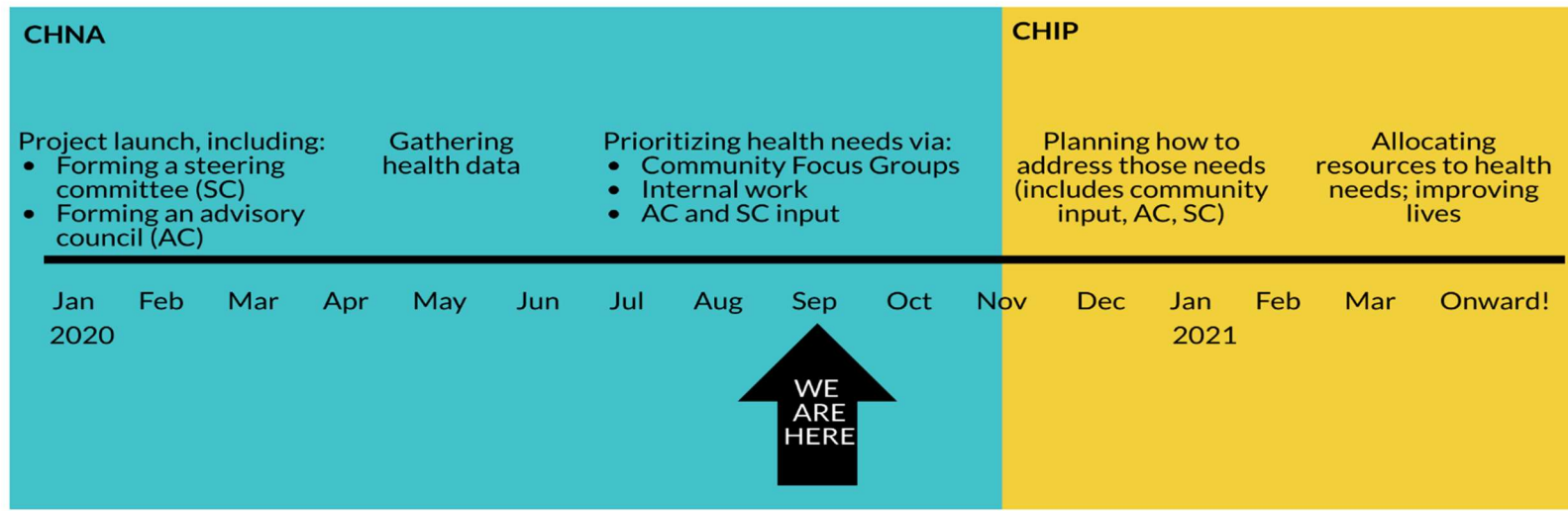
- On January 28, 2020 the Board approved a contract with HARC to complete a Community Health Needs Assessment and Health Improvement Plan (CHNA/CHIP).
- Between February and March this effort was launched, coinciding with the onset of the COVID-19 pandemic.
- On June 23, 2020, the Board of Directors were notified that due to the COVID-19 pandemic, the staff and HARC made the decision to delay the completion of the CHNA/CHIP until March 2021.
  - HARC provided a visual timeline to show the current progress towards completing the CHNA/CHIP (please see below).

**Information:**

- Staff and HARC have identified virtual focus groups to be the most safe, meaningful method to engage Coachella Valley residents this fall with financial incentives to ensure community participation.
- Since the beginning of September, HARC has engaged the Advisory Council to establish focus groups and recruit participants. As of September 14, the following has transpired:
  - Sixteen Advisory Council organizations have agreed to recruit participants and help to identify appropriate dates, times, and language.
  - Over the next three weeks, 8 focus groups have been scheduled with the following organizations: El Sol Neighborhood Educational Center, Clinicas de Salud del Pueblo, Desert AIDS Project, Galilee Center, South Coast Air Quality Management District, Joslyn Center, and two with IEHP.
  - No focus group will exceed 10 participants in order to facilitate meaningful, timely dialogue.
  - Focus groups are expected to conclude in October.
- HARC has secured access to health workforce data specific to the Coachella Valley from California's Office of Statewide Health Planning and Development.
- Staff continues to inform HARC about the District's intent and objectives of a community-driven, community-informed process, and specific data needs

**Fiscal Impact:**

N/A





Date: September 22, 2020  
TO: Board of Directors  
RE: CEO Report - Desert Healthcare District/Regional Access Project Foundation  
COVID-19 Emergency Funding Collaborative – Final reports

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### **BACKGROUND/HISTORY:**

On March 24, 2020, the Desert Healthcare District's Board of Directors approved a match of \$100,000 with the Regional Access Project Foundation to create a **COVID-19 Emergency Collective Fund**, for a total of \$200,000. This fund, through a RFP process, was created to provide operating support to nonprofits serving high-risk populations directly impacted by COVID-19, within the District and RAP Foundation's geographic boundaries. Examples of vulnerable and high-risk populations included, but were not limited to, the homeless, elderly, special needs, and chronic and long-term illnesses or health conditions/diseases.

### **FUNDING:**

**The Collective** received forty-four requests for funding. While several requests fell outside of the geographic and/or funding guidelines, a vast majority of applications were strong, however, the Collective was limited by allocated funding. Twenty-three requests were mutually approved and funded. Below are the nonprofits funded by each organization in April and May of 2020.

#### **Desert Healthcare District**

• Mizell Center	\$10,000
• The Joslyn Senior Center	\$10,000
• Cathedral City Senior Center	\$10,000
• Hope Through Housing Foundation	\$10,000
• Well In The Desert	\$10,000
• AIDS Assistance Program	\$10,000
• DesertArc	\$10,000
• United Cerebral Palsy of the Inland Empire	\$10,000
• Alianza Coachella Valley	\$5,000
• Hanson House Foundation	\$5,000
• Family Services of the Desert	

### **Regional Access Project Foundation**

• Angel View	\$10,000
• Operation Safe House	\$10,000
• LGBT Community Center of the Desert	\$10,000
• Jewish Family Services of the Desert	\$10,000
• John F. Kennedy Memorial Foundation	\$10,000
• Elder Love USA	\$5,000
• Palo Verde Valley Senior Citizens	\$2,102
• Pueblo Unido, CDC	\$10,000
• Desert Cancer Foundation	\$8,225
• Hidden Harvest	\$10,000
• Blood Bank of Riverside & San Bernardino Counties	\$10,000
• Loma Linda University Children's Hospital	\$4,673

The full report, 42 pages, captures the following information asked of each of the nonprofits awarded:

- Project/Program Description
- Program/Project and/or Organizational Changes
- How Were The Grant Funds Used?
- Biggest Takeaway During Your Response to COVID-19
- Evaluation
- Partnerships
- Sustainability

The full report can be found on the District's website: <https://www.dhcd.org/Initiatives>. From there, please scroll down to "COVID-19 in the Coachella Valley" and the second link in the text box.



**DESERT HEALTHCARE  
DISTRICT & FOUNDATION**

Date: September 22, 2020  
To: Board of Directors  
Subject: CEO Report - Desert Healthcare District and Foundation: 20-year Historical Grant Report

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**Staff Recommendation:** Information only.

**Background:**

- At the August 8, 2020 Board of Directors special meeting, staff presented the revised grants program including the new grants tab on the DHCD website.
- Staff was directed to develop and display a chronological list of grantees available for public view on the DHCD website.
- The redesign of the grants tab on the DHCD allowed for new information and resources to be made available for the public and potential grantees.

**Update:**

- The District has created a “View Recent Grants” tab and a feature that allows searches to be conducted by organization and/or award year(s). This work requires ongoing efforts to be complete. Staff continues to work on some glitches that were identified.
- A 107-page report with a total of 837 grants dating back to year 2000 was generated on Blackbaud (grants management software) to populate the online database.
- Since 2000, DHCD has provided \$78,233,937 in grants.
- Staff is currently cleaning and formatting the data within the 107-page report to include in the database.
- The “View Recent Grants” tab on the website <https://www.dhcd.org/Recent-Grants> with the searchable feature will be ready and presented to the Program Committee at the October 13 meeting and to the Board of Directors at the October 27 meeting.

**Fiscal Impact:**

N/A



**DESERT HEALTHCARE  
DISTRICT & FOUNDATION**

Date: September 22, 2020  
To: Board of Directors  
Subject: CEO Report – Lift to Rise Economic Protection Efforts – United Lift Rental Assistance Update

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**Staff Recommendation:** Information only

**Background:**

- In response to the onset of COVID-19 pandemic, Desert Healthcare District joined other funders in the region and along with The RAP Foundation, Inland Southern California United, and Riverside County approved \$500,000 in emergency funding to support economic protection efforts by Lift to Rise. The District allocation included \$100,000 (20%) for Cash Assistance to families affected by COVID-19; the remaining \$400,000 (80%) was allocated to Rental Assistance efforts.
- To date, Lift to Rise has secured \$13 million to support these efforts and disbursed \$1 million in emergency cash assistance to more than 4,000 households. Rental assistance is expected to reach an additional 3,500 households.
- By September 25, Lift to Rise expects that 1,300 households will receive rental assistance, totaling more than \$4.5 million disbursed.
- This program is expected to run through December 2020.
- Enclosed, please find a report submitted by Lift to Rise at our request.
- District staff has been supporting Lift to Rise staff with outreach efforts. A schedule of rental assistance mobile pop-up events is provided in the enclosed report.

**Fiscal Impact:**

N/A

Date: September 17, 2020  
To: Dr. Conrado Barzaga, Desert Healthcare District  
From: Lift To Rise  
RE: United Lift Rental Assistance Update

### **Summary**

Lift To Rise has convened and operated a regional Economic Protection Plan across the past 6 months. During this time, we have aggregated more than 13 million in regional resource and disbursed 1 million in emergency cash assistance to more than 4,000 households between March and June.

In June, Riverside County allocated \$33 million of federal funds for this program – \$30 million from the Coronavirus Aid, Relief, and Economic Security (CARES) Act and \$3 million from the Community Development Block Grant (CDBG) program – making it one of the most generous emergency rental assistance programs in the state in terms of funding per capita. Other organizations such as the Desert Healthcare District and the Regional Access Project Foundation have also contributed resources to support this effort.

The participation and leadership of the Desert Healthcare District in this program cannot be overstated. By providing flexible resources to augment this program, we have been able to make households whole and keep families housed. Additionally, the District's generous support of our administration cost has allowed us to adapt and grow the program beyond any administrative obstacles.

Since June, Lift To Rise has co-lead the countywide United Lift Rental Assistance program. Desert Healthcare District resources have been critical to all our collective efforts. To date, \$300,000 of Desert Healthcare District funds have been disbursed directly to Coachella Valley residents. This includes both emergency cash relief and rental assistance. Under Riverside County's modified guidelines, remaining Desert Healthcare District funds will only be used for situations that don't meet CARES Act funding guidelines.

### **Background**

The United Lift Rental Assistance Program is a coordinated effort between Riverside County, Inland SoCal United Way and Lift to Rise to keep 10,000 Riverside County families and residents housed between June and November by providing one-time support in direct rental assistance. Renters in the County of Riverside with a lease agreement that can document a COVID-19 related financial impact and are unable to make their rent payments are eligible to receive \$3,500 in rental assistance. The program is expected to run through December 2020.

Substantial eligibility modifications have widened the reach of our efforts in September. We continue to hold a goal of keeping at least 3,500 families in our catchment housed.

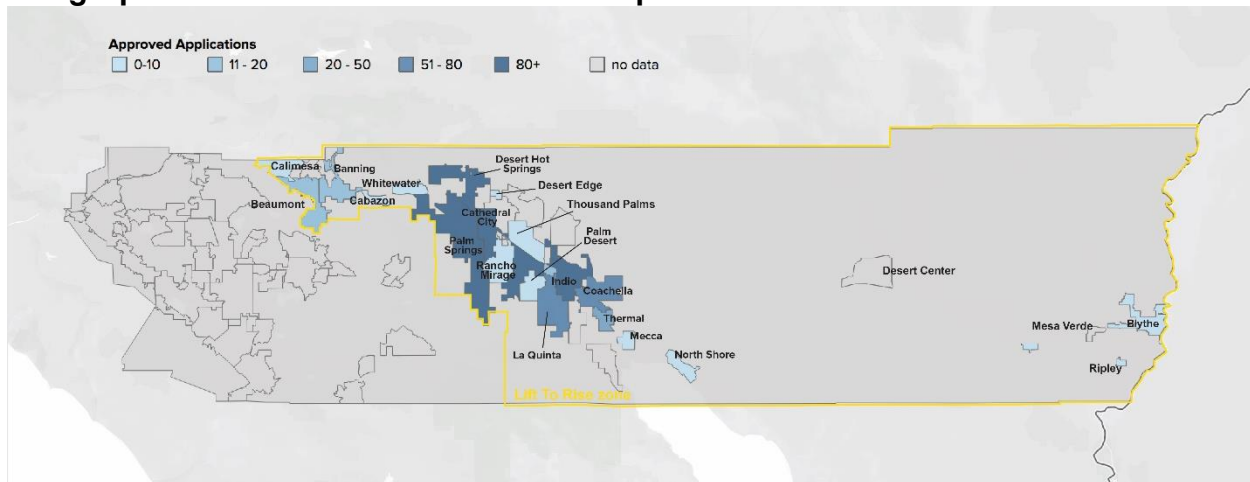


We expect that by September 25<sup>th</sup>, we will have disbursed rental assistance to at least 1,300 households in our catchment; totaling more than 4.5 million in CARES Act resource. Together with the County of Riverside, we co-designed this program to disburse funds over a bell cover, as we anticipated that the months of September, October, and November would be the hardest for residents. We are on target to disburse our remaining allocation of CARES act funding which must be disbursed by December 20<sup>th</sup>.

### Update as of September 14<sup>th</sup>, 2020

- 847 households have been served
- \$2,918,662.86 of CARES Act funding has been disbursed
- \$203,149.95 of Desert Healthcare District funding has been disbursed

### Geographic Distribution of Funds as of September



### Key Learnings

This program has offered a window of opportunity to learn about the phenomenal sacrifices that residents are making to cope with their current and persistent housing situations. Aggregated data collected from the applications reveals that the COVID-19 pandemic has had a severe economic impact on households across the county and in our subregion. These findings will continue to inform our future work to increase the supply of safe and affordable housing for all residents across the Valley.

### Program Changes (as of August 15<sup>th</sup>)

- No more monthly application windows
- Required documentation from applicants at the point of application
- Expanded rental assistance program eligibility and access
- More staff to support outreach and application review
- Outreach and advertising to all communities

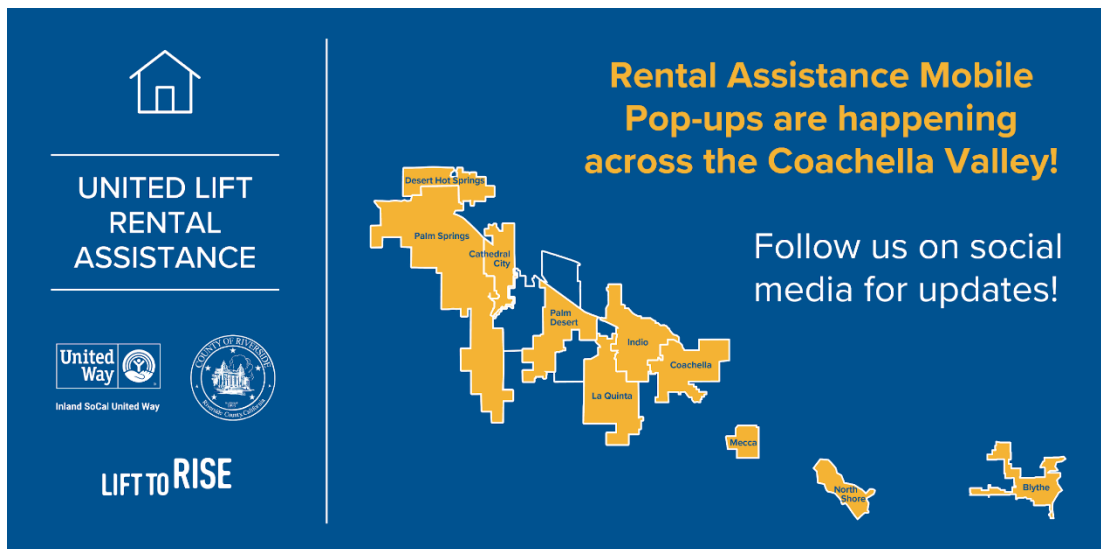
### Expanded Program Eligibility & Access (as of September 3<sup>rd</sup>)

- Households **DO NOT** have to be past due on rent to be eligible.

- Households can qualify for rental assistance **regardless of their income level.**
- A **one-time payment of \$3,500** in rental assistance.
- Applicants only **need to demonstrate proof of COVID-19 impact.**

#### Outreach Efforts:

- Partnering with Coachella Valley Housing Coalition and Hope Through Housing to conduct on site application intake at rental properties across the Coachella Valley
- Rental Assistance Mobile Pop-Up Events across the Coachella Valley. See Attachment A for a schedule of events.
- Lift To Rise has taken on more than 15 new team members to support case management and hard-to-reach, community-centered outreach.



## ATTACHMENT A

**Thursday, September 17**

2:00 PM - 8:00 PM

Indio Recreation Center  
45871 Clinton Street, Indio, CA  
92201

**Saturday, September 19**

8:00 AM to 6:00 PM

Indio Recreation Center  
45871 Clinton Street, Indio, CA  
92201

**Wednesday, September 23**

4:00 PM - 9:00 PM

Arroyo de Paz I & II  
66765 Two Bunch Palms Trail,  
Desert Hot Springs, CA 92240

**Saturday, September 26**

8:00 AM - 6:00 PM

Brisas de Paz  
65921 Flora Avenue, Desert Hot  
Springs, CA 92240

**Wednesday, September 30**

4:00 PM - 9:00 PM

Reyes Market  
98960 70th Avenue, Mecca CA  
92254

**Saturday, October 3**

8:00 AM - 6:00 PM

Reyes Market  
98960 70th Avenue, Mecca CA  
92254

**Wednesday, October 7**

4:00 PM - 8:00 PM

Agua Caliente Elementary School  
30800 San Luis Rey Drive, Cathedral  
City, CA 92234

**Saturday, October 10**

8:00 AM - 6:00 PM

Agua Caliente Elementary School  
30800 San Luis Rey Drive, Cathedral  
City, CA 92234

**Wednesday, October 14**

4:00 PM - 9:00 PM

Coachella Branch Library  
1500 6th Street Coachella, CA  
92236

**Saturday, October 17**

8:00 AM - 6:00 PM

Coachella Branch Library  
1500 6th Street Coachella, CA  
92236

**Wednesday, October 21**

4:00 PM - 9:00 PM

Washington Street Apartments  
2800 Washington Street, La Quinta,  
CA 92253

**Saturday, October 24**

8:00 AM - 6:00 PM

Wolff Waters Place CVHC  
47795 Dune Palms Road, La Quinta,  
CA 92253

**Wednesday, October 28**

4:00 PM - 9:00 PM

Galilee Center  
66101 Hammond Rd, Mecca, CA  
92254

**Saturday, October 31**

8:00 AM - 6:00 PM

Galilee Center  
66101 Hammond Rd, Mecca, CA  
92254

**Wednesday, November 4**

4:00 PM - 8:30 PM

Desert Springs Middle School  
66755 Two Bunch Palms Trail,  
Desert Hot Springs, CA 92240

**Saturday, November 7**

8:00 AM - 6:00 PM

Desert Hot Springs  
TBD

**Wednesday, November 11**

4:00 PM - 9:00 PM

City of Blythe  
TBD

**Saturday, November 14**

8:00 AM - 6:00 PM

City of Blythe  
TBD

**Wednesday, November 18**

4:00 PM - 9:00 PM

Palm Springs  
TBD

**Saturday, November 21**

8:00 AM - 6:00 PM

Palm Springs  
TBD

**Monday, November 23**

4:00 PM - 9:00 PM

City of Palm Desert  
TBD

**Monday, November 30**

8:00 AM - 6:00 PM

City of Palm Desert  
TBD

# Special District Leadership Foundation

The Special District Leadership Foundation (SDLF) was formed to provide certification, accreditation and recognition programs to special district elected officials and staff.



All SDLF programs are dedicated to promoting excellence in special district governance and operations throughout California.

# District Transparency Certificate of Excellence

July 2020 – September 2023

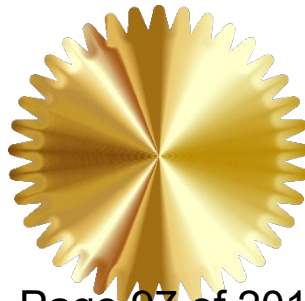
The Special District Leadership Foundation is proud to present this  
District Transparency Certificate of Excellence to

## Desert Healthcare District

In recognition of the district's completion of all transparency program requirements  
designed to promote transparency in their operations and governance  
to the public and other stakeholders.



David Aranda, SDLF Board President



Neil McCormick, SDLF Chief Executive Officer

**DESERT HEALTHCARE DISTRICT  
PROGRAM COMMITTEE MEETING  
MEETING MINUTES  
September 08, 2020**

**Directors & Community Members**

**Present via Video Conference**

**District Staff Present via Video Conference**

**Absent**

Chair Evett PerezGil Vice-President Karen Borja Director Carole Rogers, RN Nicolas Behrman, Community Member Luciano Crespo, Community Member Allen Howe, Community Member Thomas Thetford, Community Member	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, Chief Administration Officer Donna Craig, Chief Program Officer Alejandro Espinoza, Program Officer and Director of Outreach Eric Taylor, Accounting Manager Meghan Kane, Programs and Research Analyst Vanessa Smith, Special Projects and Programs Manager Erica Huskey, Administrative and Programs Assistant Andrea S. Hayles, Clerk of the Board	
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<b>AGENDA ITEMS</b>	<b>DISCUSSION</b>	<b>ACTION</b>
<b>I. Call to Order</b>	The meeting was called to order at 12:02 p.m. by Chair PerezGil.	
<b>II. Approval of Agenda</b>	Chair PerezGil asked for a motion to approve the agenda.	<b>Moved and seconded by Vice-President Borja and Director Rogers to approve the agenda. Motion passed unanimously.</b>
<b>III. Meeting Minutes</b> <b>1. July 14, 2020</b>	Chair PerezGil asked for a motion to approve the July 14, 2020 meeting minutes.	<b>Moved and seconded by Community Member Howe and Vice-President Borja to approve the July 14, 2020 meeting minutes. Motion passed unanimously.</b>
<b>IV. Public Comment</b>	There was no public comment	
<b>V. Old Business</b>  <b>1. Funding Requests</b>  <b>2. Progress and Final Reports Schedule</b>	Chair PerezGil summarized the funding requests with no questions or concerns from the committee.  Chair PerezGil described the progress and final reports schedule, referring questions of the committee to Donna Craig, Chief Program Officer, providing detailed answers.	

**DESERT HEALTHCARE DISTRICT  
PROGRAM COMMITTEE MEETING  
MEETING MINUTES  
September 08, 2020**

<b>3. Grants Payment Schedule</b>	<p>Chair PerezGil described the grants payment schedule referring questions of the committee to Donna Craig, Chief Program Officer, that provided detailed answers.</p>	
<b>VI. New Business</b>  <b>1. Consideration to approve Grant #1139 – California State University San Bernardino Palm Desert Campus (CSUSB-PD) Street Medicine Program - \$50,000</b>	<p>Donna Craig, Chief Program Officer, described the grant request of Cal State University San Bernardino Palm Desert Campus working with the street medicine program for vulnerable populations, such as people experiencing homelessness and collaborating with other agencies, further describing the objectives of the grant.</p>	<p><b>Moved and seconded by Community Member Howe and Community Member Thetford to approve Grant #1139 – California State University San Bernardino Palm Desert Campus (CSUSB-PD) Street Medicine Program - \$50,000 and forward to the Board for approval.</b> <b>Motion passed unanimously.</b></p>
<b>VII. Committee Members Comments</b>	<p>Community Member Behrman described the Desert Sun article concerning a grant for ID-NOW Rapid Testing, inquiring why the process did not move forward to the Program Committee.</p> <p>Conrado Bárzaga, MD, CEO, explained that the grant was residual from emergency funding in March to Borrego Health and other Federally Qualified Health Center's to purchase COVID-19 testing kits. The remainder of the funding will be used to purchase ID-NOW Rapid Testing kits.</p> <p>Director Rogers inquired on the policy for Certified Public Accountants review and preparations for audit reports, including the criteria for approval.</p>	

**DESERT HEALTHCARE DISTRICT  
PROGRAM COMMITTEE MEETING  
MEETING MINUTES  
September 08, 2020**

	<p>Donna Craig, Chief Program Officer, explained that the applicants can email <a href="mailto:info@dhcd.org">info@dhcd.org</a> to obtain the criteria, such as whether the organization has had an audit in the past, and the case by case basis for each agency. Policy OP-#05 on the website also outlines the procedure.</p> <p>Vice-President Borja explained that the Board approved strategic grant planning areas for healthcare infrastructure, behavioral health, homelessness, vital human services to people with chronic conditions, and economic protection, recovery, and food security, requesting a presentation to the Program Committee at the next meeting similar to the Board's study session. The presentation should reflect how much funding is remaining in the buckets, such as today's CSUSB grant for health and vital human services, illustrating the amount outstanding.</p>	
<b>V. Adjournment</b>	Chair PerezGil adjourned the meeting at 12:19 p.m.	<b>Audio recording available on the website at <a href="http://dhcd.org/Agendas-and-Documents">http://dhcd.org/Agendas-and-Documents</a></b>

ATTEST: \_\_\_\_\_  
 Evett PerezGil, Chair/Director  
 Program Committee

*Minutes respectfully submitted by Andrea S. Hayles, Clerk of the Board*



**FUNDING REQUESTS UPDATE for August/September 2020 (please see August/September updates in this color)**

**Information only – status update of new letters of interest and pending applications**

**Grant funding for the 2019-2020 fiscal year ending June 30, 2020, has officially closed. New grantmaking guidelines, as approved by the Desert Healthcare District and Foundation Board on May 26 in response to the COVID-19 pandemic, were published on the website in August prior to a grantmaking process webinar that was held August 10, 2020. The new grant-funding period began August 1, 2020.**

**The five (5) strategic focus areas for FY 2020-2021 are:**

- 1. Healthcare Infrastructure and Services**
- 2. Behavioral Health/Mental Health**
- 3. Homelessness**
- 4. Vital Human Services to People with Chronic Conditions**
- 5. Economic Protection, Recovery, and Food Security**

***PLEASE NOTE: Due to the COVID-19 pandemic, some LOI's and Applications had been put on hold and subsequently withdrawn from the grants management system as their requests were not relevant due to the many changes organizations had endured. Some are temporarily closed as mandated by state, county and local governments.***

***Without compromising the rules of AB2019, an email was sent to these organizations encouraging them to visit the website and review the District's FY 20/21 One Year Gap Funding Focus Areas and a revamped Letter of Interest and grant application.***

Letters of Interest				
Agency	Staff Notes	Status & Staff Notes	Funding Allocation	Strategic Focus Areas FY 2020-2021
Mizell Senior Center	LOI received requesting funding of \$163,348 to support the start-up a case management program.	<b><i>LOI WITHDRAWN</i></b>		N/A
Joslyn Center	LOI received requesting \$124,121 for <u>continued</u>	<b><i>LOI WITHDRAWN</i></b>		N/A

	funding support of the agency's Wellness Center Program and associated programs.			
<b>Loma Linda University Children's Hospital</b>	LOI received requesting \$519,472 to financially sustain the Pediatric Clinic in Indio - \$400,000 for medical staff and \$119,472 for requisite equipment.	<b>LOI WITHDRAWN</b>		N/A
<b>Desert ARC</b>	LOI received requesting \$164,738 for Healthcare Program	<b>LOI WITHDRAWN</b>		N/A
<b>ABC Recovery</b>	\$50,000 for substance abuse counselors and clinical director	<b>APPLICATION WITHDRAWN</b>		N/A
<b>Clinicas De Salud Del Pueblo Inc.</b>	\$50,000 to support Outreach & Education Dept (peer patient educators and Certified Enrollment Counselors)	<b>APPLICATION WITHDRAWN</b>		N/A
<b>Hope Through Housing</b>	LOI received requesting \$10,000 for their Family Resilience program for a 4-month time period.	The grants team conducted a Zoom proposal conference and <b><u>suggested the request be increased to \$20,000 for a one year time period</u></b> to allow for additional	District	Economic Protection, Recovery, and Food Security

		time to conduct and evaluation and impact of the program. Stage 2 – the application – has been generated and planned for the October Program Committee meeting for review.		
<b>Inland Empire Ronald McDonald House</b>	LOI received requesting \$200,000 for Temporary Housing and Family Support Services (same as previous request)	The grants team conducted a September 2 <sup>nd</sup> Zoom proposal conference and suggested the request be <b><u>decreased to \$100,000</u></b> to more accurately reflect the reality and impacts of COVID-19 on the organization's operations and budget. Stage 2 – the application – has been generated and planned for the October Program Committee meeting for review.	District	Healthcare Infrastructure and Services
<b>The LGBT Community Center of the Desert</b>	LOI received requesting \$10,000 to support the organization's Buddy to Buddy Program	The grants team has scheduled a September 15 <sup>th</sup> Zoom proposal conference	District	Behavioral Health/Mental Health

<b>Elder Love USA</b>	LOI mini grant received requesting \$5,000 for Senior In-Home Caregiving Services	Under review by the grants team	District	Vital Human Services to People with Chronic Conditions
<b>Well In The Desert</b>	LOI received requesting \$35,000 for food services	After review of the financial documents by the District's CFO, it was recommended to decline the LOI as the "audit report" that was submitted was not a valid independent audit report.	District	Homelessness
<b>Pending Applications</b>				
<b>Grantee</b>	<b>Staff Notes</b>	<b>Status</b>	<b>Funding Allocation</b>	<b>Strategic Focus Area FY 20/21</b>
#1139 California State University San Bernardino Palm Desert Campus (CSUSB-PD)	LOI and subsequent grant application received requesting \$50,000 for the nursing students Street Medicine Program	For review at 9/8 Program Committee meeting.	District	Healthcare Infrastructure and Services (Healthcare Workforce)

### Update for JULY AND AUGUST 2020

Progress Reports			
Applicant	Staff Notes	Program/Project Tracking Status	Source
<b>Healthy Families Foundation #1041</b> Safe Care Home Visitation Program	<p><b>Grant term 3/1/20 – 2/28/21</b>  <b>Original Approved Amount: \$50,000</b></p> <p><b>1st progress report covering the time period from 3/1/20 – 8/31/20</b></p> <p><b>Progress Outcomes:</b>            During the reporting period from March 1, 2020 to August 31, 2020 we hired and trained one additional fulltime SafeCare Provider. We projected a minimum of 25 additional families in eastern Coachella Valley would be identified as families in need of this valuable program during this time. Despite the sudden and unexpected transition to virtual home visits, and the barriers that came with it, our Provider was able to identify and recruit 22 families (88% of our target of 25 families) for this reporting period.</p>	<ul style="list-style-type: none"> <li>• <b>Post COVID-19 – specific issues/barriers in meeting the desired outcomes:</b></li> </ul> <p>The stay-at-home mandate due to the COVID-19 health crisis created major challenges for SafeCare Providers working to support the vulnerable, at-risk families we serve. Families are having different reactions to the mandate. Some families have fears and insecurities about the well-being of their families. Families are struggling with tremendous challenges in the loss of jobs, less or no income, isolation, and having to make tough choices, rent vs food vs medicine, etc.</p> <p>Program participants struggled with not having access to technology, digital literacy, and internet access, all necessary for virtual visits. However, for those participants, Providers are conducting visits utilizing smartphone devices, and when possible via facetime. Privacy concerns, particularly around challenging topics, can be a struggle for some participants as they may be in close proximity to other family members in the home. Some participants have noted difficulty in participating in hour long sessions,</p>	Original ECV funding allocation

		<p>while also trying to supervise their child/ren under the age of five.</p> <p>The inability to attend community outreach events has had an impact on client recruitment and engagement efforts. The suspension of face-to-face visits and the adjustment to telehealth visits for both our SafeCare Providers and program participants, caused short-term delays in the delivery of the program. Providers not only scrambled to transitioned to virtual visits but they also had to adjust to working remotely. Since early March the JFK Foundation office has been closed, and all staff are now working remotely.</p> <p>With all the uncertainties families are facing, some families have chosen to delay starting the program until the health crisis has improved, while other families have chosen to discontinue services at this time. Due to the pandemic we know performance measures are unfortunately going to take a dip, which can cause our staff to feel added stress. But, our dedicated team of SafeCare Providers have seen the impacts of this health emergency on families and know that continued connections with the families is essential.</p> <ul style="list-style-type: none"> <li>• <i>What is the course correction if the project/program is not on track?</i></li> </ul>	
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		<p>Providers are adapting in innovative ways through the use of technology to maintain contact with families during this time offering a calming presence, providing support based on each family's current needs, and keeping the dynamics of the parent-child relationship central. All SafeCare Providers are now set up to continue their work assignments and job functions from their home. JFK Foundation has established a Work From Home Policy for all staff ensuring all work for JFK Foundation that is done 'off site', is kept confidential and protected from anyone else having access to any documents or information.</p> <p>The shift in parents' needs has changed drastically from parenting to basic needs. Community support is key in helping families adapt and adjust their lifestyles. Having a Home Visitation program to assist in linking families to services is needed now more than ever!</p> <p>SafeCare Providers continue to support their families as they manage new challenges due to COVID-19, through a modified mechanism, telehealth, thereby continuing delivery of services. In an effort to accommodate participants' schedules to ensure they receive the much-needed services the program provides, SafeCare Providers</p>	
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		<p>are offering clients flexible schedules including evenings and weekends. When possible, Providers are splitting a session into two 30-minute sessions, thus reducing the time spent on a Zoom or phone call.</p> <p>Providers are providing sessions above and beyond the standard session structure and time.</p> <p>Providers are not only supporting families through the program teachings, they are now the much needed helping hand from the community. For most clients, SafeCare Providers are their lifeline to information safely providing families with ongoing support; connecting families to needed resources including health, mental health, childcare and other services; identifying strategies for managing family stress and social isolation; keep families informed about current public health resources and recommendations related to COVID-19; and safe, no-contact delivery of necessary supplies e.g. food, diapers, wipes, books, safety supplies, masks, gift cards for basic needs, and health kits.</p> <p>Operationally, we have addressed the emotional toll COVID-19 is taking on staff by implementing weekly all staff conference calls to review health, safety concerns, wellness checks, and program updates. Providers also</p>	
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		regularly check in with each other and participate in weekly calls with their Director to connect the team for mutual support and to encourage the practice of self-care.	
<b>Final Grant Reports</b>			
<b>Applicant</b>	<b>Staff Notes</b>	<b>5 things to be done differently if you were to implement this service or program again</b>	<b>Source of Funding</b>
<b>Galilee Center #993:</b> Galilee Center Emergency Services	<p><b>Grant term 6/1/19 – 5/31/20</b> <b>Original Approved Amount:</b> <b>\$75,000</b></p> <p>The goals of the program are to provide emergency services to families residing in the eastern Coachella Valley who have no other resources annually, and to assist the migrant and local farm workers who are homeless by offering a safe place to sleep, shower, receive hot meals and do laundry during the harvest season.</p> <p><b>Final Outcomes:</b> Galilee Center has accomplished its goals of providing services to families residing in the eastern Coachella Valley. We have helped 5,671 unduplicated people with Food Distribution; 276 families have received rental and utility assistance; 924 babies received diapers and formula and 237 seniors were helped with nutritional drinks and adult diapers.</p> <p>At Our Lady of Guadalupe Shelter 232 unduplicated migrant and local farm</p>	<ol style="list-style-type: none"> <li>1. Rental Assistance will become a higher priority because of the effect of COVID-19 on farmers and low-income families unable to make their rents.</li> <li>2. Broaden the guidelines for rental assistance to accept head of households out of work condition.</li> <li>3. Review the volunteer recruitment policies to find younger volunteers who are not vulnerable to the coronavirus or affected by the stay at home policies.</li> <li>4. Increase the monitoring of staff and farm workers working or seeking shelter at Galilee Center to help prevent any quarantine measures having to be implemented.</li> </ol>	East CV funding pool

	<p>workers were helped with 5,574 nights of shelter, 10,268 hot meals, 6,669 showers and 697 laundry services.</p> <p>Galilee Center continues to collaborate with Central City Mobile Clinic to offer medical screenings every Thursday from 12:00pm to 4:00pm to the community in Mecca. Another partner is Clinic as de Salud del Pueblo in Mecca. We have referred guests in need of medical care when needed. Galilee Center experienced an increase in request for services with the onset of the COVID-19 pandemic that affected many low-income families who were already struggling. The two services mostly impacted are the Food Distribution and Rental Assistance. The number of families requesting food assistance increased from 250/families per week to over 600-700/families per week. The number of families requesting Rental Assistance increased from 4-5/families per month to 24-25/families per week.</p>	<p>5. Evaluate the need to keep the shelter open year-round based on need and funding available.</p>	
<p><b>Ronald McDonald House Charities</b> #986 Temporary Housing and Family Support Services</p>	<p><b>Grant term 6/1/19 – 5/31/20</b>  <b>Original Approved Amount:</b>  <b>\$200,000</b></p> <p>1.) To provide temporary housing for up to 54 families nightly 365 days a year and provide accommodations for every stay request from a family who needs us. Our goal is to serve more than 1,900 families accommodating more than</p>	<p>*** Staff notes: most of these “do-differently” were Pre – COVID-19:</p> <p>1. Educate: Set up on-site visits to the social workers at our other nearby medical facilities (7) to bring them up to date on all of the program services that we provide. As staff come and go, many times the knowledge of what we do and what we</p>	<p>District grant budget</p>

	<p>6,500 people ensuring that we are keeping families close to their critically ill child during their medical treatment.</p> <p>2.) To help alleviate the financial burden placed on families when they need to relocate for short and long periods of time.</p> <p>3.) To provide access to local resources, educational material and tools for families to gain a broader knowledge of their child's medical condition and treatment; and</p> <p>4.) provide supportive services through our Family Support Services program giving every family the opportunity to meet with one of the FSS team members to assist them with emotional support; provided resources needed to navigate through the challenges faced from losing their home or apartment, increased medical bills, lack of funds, and assist them with making community support connections.</p> <p><b>Final Outcomes:</b> During this full reporting period we served 1057 family stay requests equating to 3,586 people. Of that, 167 family stay requests were from</p>	<p>provide for families goes with them. The Operations Director has been tasked to meet, either face-to-face or by Zoom, at minimum two times a year to bring them up-to-date.</p> <p>2. Grants: We will seek funding support from those who have supported in the past and will seek 5-10 new grant opportunities.</p> <p>3. Brand Awareness: New IERMH brochures were recently created. Ensure that the area hospitals and outpatient clinics have them available to be given to families who could benefit from staying at the House. Now that they have been printed, we will ensure that there are copies brought to the Loma Linda University Children's Health clinic in Indio as well.</p> <p>4. Referring Hospitals: Meet with key management at area hospitals in the low desert and high desert providing them House information to provide to those families who child is being transferred from their hospital to Loma Linda University Children's Hospital for treatment helping to ease their mind that there is lodging</p>	
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	<p>the Coachella Valley equating to 685 people. For those served from the Coachella Valley, 2374 nights were provided with the longest stay being the Gomez family for 122 nights. The cost savings to the Coachella Valley families for lodging, food, transportation, sundries, support services, etc. for this reporting period was approximately \$390,600.</p>	<p>available to them in the area through the Ronald McDonald House.</p> <p>5. There were many take-a-ways from the impact of the Covid-19 pandemic on our fundraising capabilities, however, our team was very creative with on-line giving opportunities. We will evaluate the outcomes and look at how we can utilized our social media for on-going quarterly campaigns in conjunction with our other events.</p>	
<p><b>Martha's Village &amp; Kitchen #997</b> Homeless Housing with Wrap-Around Services</p>	<p><b>Grant Term 6/1/19 – 5/31/20</b> <b>Original Approved Amount: \$200,896</b> Martha's Emergency Housing will provide safe and secure housing to 32 homeless individuals daily, from within the District's Western boundaries over the duration of the grant period.</p> <ul style="list-style-type: none"> <li>• 100% of program participants will have their basic needs such as food, clothing and emergency housing met in a clean, safe and stable environment, during the entire time that the individuals are residents at Martha's, which assists clients on their paths to self-sufficiency.</li> <li>• 100% of Clients will complete the HMIS enrollment and assessment process within Martha's intake process.</li> </ul>	<p>Overall, Martha's will incorporate in its strategic plan steps to ensure the health and safety of Coachella Valley's homeless and impoverished that it serves to protect them from COVID-19 or like emergencies.</p> <p>First, Martha's would work to increase its budget to handle the expense for additional cleaning and sanitation staffing, food and supplies. Both Martha's and the community must look forward to the possibility of any type of health or natural disaster in the future.</p> <p>Second, Martha's continues to explore ways to expand its employment services to accommodate the needs of those homeless and impoverished individuals that were negatively economically impacted by COVID-19.</p>	<p>District grant budget</p>

	<p><b>Final Outcomes:</b></p> <p>Martha's Village &amp; Kitchen Emergency Shelter Program provided a total of 14,924 bed nights to clients from within the Desert Health Care District Western boundaries. Out of the 14,924 bed nights only 11,646 nights were billable to DHCD under this contract. MVK served a total of 161 clients from within the District's Western boundaries during the contract period.</p> <p>100% of the program participants had their basic needs such as food, clothing and clean, safe and stable housing environment, as well as full case management Wrap Around Services.</p> <p>100% of program participants completed the HMIS enrollment and assessment process.</p>	<p>Third, Martha's would expand its utilization of vital resources through collaboration when working with clients.</p> <p>Fourth, Martha's is taking action to increase the amount of homeless shelter beds available to the community. Currently during this time of uncertainty and need Martha's is working to very shortly expand its shelter beds by fifteen, resulting in an increase of 5,475 shelter nights to the community.</p> <p>Finally, Martha's would continue to evaluate the most pressing housing and service needs of the community to ensure that its program was supporting individuals and families in ways that make the most impact.</p>	
<p><b>Voices for Children</b> #1000 Court Appointed Special Advocate (CASA) Program – Coachella Valley</p>	<p><b>Grant term 7/1/19 – 6/30/20</b> <b>Original Approved Amount: \$24,000</b></p> <p>Goal #1: Recruit CASA volunteers to be paired with foster youth in Coachella Valley. Activities: Host volunteer information sessions and initial interviews to identify and recruit community members. Outcomes: At least 10 community members will enroll in Voices for Children's training session, Advocate University.</p> <p>Goal #2: Train new CASA volunteers</p>	<p>1. Use of technology - We began piloting virtual recruitment/training sessions in fiscal year 2019-20 and pivoted to holding all activities virtually with the onset of COVID-19. We plan to continue to offer virtual sessions in the future since this has the potential to expand our reach and make it easier for volunteers to attend.</p> <p>2. Court reporting – We are in the process of reviewing and updating our court report writing template to ensure that we are advising the court and professionals about the ways that</p>	<p>District grant budget</p>

	<p>to be matched with foster youth in Coachella Valley. Activities: Hold 2 sessions of Advocate University throughout the year where CASAs will complete 35+ hours of training, and complete assignments to demonstrate their knowledge.</p> <p>Outcomes: 10 CASAs will graduate from Advocate University and be assigned to the case of a single child or sibling group.</p> <p>Goal #3: VFC CASAs will advocate for at least 80 Coachella Valley youth through the year. Activities: CASAs will maintain monthly contact with their case children, update their Advocacy Supervisors on a monthly basis, and submit formal court reports at least twice a year making key recommendations to the judge about the physical and mental health, educational and other needs of the children.</p> <p>Outcomes: CASAs will provide the court and service providers with updates on the status of the child's primary health, dental, and vision needs; mental health needs; and specialty care needs, when applicable.</p> <p><b>Final outcomes:</b> VFC is happy to report that we accomplished all three goals during fiscal year 2019-2020: Goal #1: During the grant period, the Director of Programs hosted nine information sessions in Palm Desert to</p>	<p>children have been impacted by the COVID-19 crisis. For example, we will update our court report templates to prompt CASAs to report if there have been barriers to children receiving immunizations or primary care as a result of the pandemic.</p> <p>3. Professional development for staff – All VFC staff complete a minimum of 15 hours of continuing education each year. This year, each staff member exceeded that goal. In the coming year, we would like to offer additional training related to diversity, equity, and inclusion topics and burnout and self-care.</p> <p>4. Continuing education for volunteers – CASAs are expected to complete 12 hours of continuing education per year on topics related to child welfare, education, mental health, children's health and wellness, etc. The VFC team plans to evaluate how we can continue to promote participation in continuing education activities in the current environment and to offer topics that are relevant for CASAs who are advocating for children during the pandemic.</p> <p>5. Recruitment – Like many CASA programs, VFC has found it challenging to recruit men to serve as CASAs. Many boys benefit from or desire to have male advocates. During the summer of 2020, VFC hired a</p>	
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	<p>recruit new volunteers to be paired with Coachella Valley youth. Since the onset of the COVID-19 pandemic, the Director of Programs has also offered 31 web-based information sessions for prospective volunteers. As a result, the Director of Programs recruited and enrolled 20 new Coachella Valley community members in Advocate University, VFC's 35-hour CASA training program.</p> <p>Goal #2: During the grant period, the Director of Programs held one session of Advocate University in Palm Desert before the start of the COVID-19 pandemic, and four web-based sessions of Advocate University after the onset of the pandemic. Twenty Coachella Valley volunteers who enrolled in Advocate University, completed all training requirements, graduated, and are now advocating on behalf of 40 individual foster youth and sibling groups from the Coachella Valley.</p> <p>Goal #3: During the grant period, new and tenured CASA volunteers advocated on behalf of 80 Coachella Valley foster youth. Each of the children who were assigned a CASA volunteer is receiving ongoing critical advocacy and access to beneficial services and supports to ensure that their physical and mental healthcare, educational, and relational needs are met. Since the onset of the COVID-19</p>	<p>volunteer intern to focus on recruitment and outreach. She has been conducting research on best practices for identifying and communicating with potential male volunteers. VFC plans to incorporate some of these practices to address this important need.</p>	
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	<p>pandemic, VFC CASAs have provided foster children and their caregivers with support through phone and video calls. They have helped youth to participate in distance learning by advocating for remote learning tools. Most important, CASAs have communicated vital information to the court about gaps in children's access to special education; primary health, dental, and vision; mental health, and specialty care needs when applicable.</p>		
<p><b>Pegasus Riding Academy #989</b> Cover the Hard Costs of Pegasus Clients West of Cook St.</p>	<p><b>Grant term 6/1/19 – 5/31/20</b> <b>Original Approved Amount: \$109,534</b> Provide Equine Therapy to 115 clients living in DHCD Districts by covering costs for citizens residing in Desert Healthcare District original boundaries, with weekly equine therapy, including transportation to and from their location.</p> <p><b>Final outcomes:</b> 117 Children living West of Cook Street received Equine Therapy from Pegasus from October 2019 - March 15, 2020. At that time our State was shut down due to COVID-19 pandemic. Normally the Pegasus year runs until the last week of May.</p>	<ol style="list-style-type: none"> <li>1. Reach out to potential volunteers much earlier in the year.</li> <li>2. Train new volunteers pre-the start of the program. Some will leave as they do not like the work.</li> <li>3. Better for us to know earlier that we are going to lose specific volunteers instead of being short on this valuable asset.</li> <li>4. Contact the busing company way in advance, get signed contracts so we know buses are in place.</li> <li>5. Contact Schools as soon as Teachers go to work so we know what Teachers are still in place. Get to know replacement teachers. Teachers change and some do not want to come to Pegasus. New Teachers may come and want the whole class to have therapy without realizing the student must</li> </ol>	<p>District grant budget</p>



		<p>complete a Client Packet.</p> <p>6. Continue to up-date the Client Packets every two years with the Dr. signature. The client's illness may have gotten worse or new symptoms have appeared. We need this knowledge.</p>	
<p><b>Coachella Valley Volunteers in Medicine #985</b> Improving Community Health Through Affordable &amp; Accessible Healthcare Services</p>	<p><b>Grant term 4/1/19 – 3/31/20</b> <b>Original Approved Amount: \$121,500</b> 900 scheduled appointments and other contacts will be provided to District residents (living west of Cook Street in Palm Desert) for medical and dental visits, education, care coordination, specialty clinics, health navigator services, and community/social service referrals. These contacts will be arranged over a twelve month period coinciding with any grant award.</p> <p><b>Final outcomes:</b> We anticipated 900 individual contacts with District residents over the 12-month grant period and we had 920 total contacts - medical and dental visits, diabetes education and case management, other case management (SDOH), nutritional consults and a limited number of outreach services to the homeless from the District areas.</p>	<p>1) Our program model is fairly set, however with the COVID pandemic we have moved increasingly to televisits with patients.</p> <p>2) Additional funding may need to be included for rising care costs resultant from COVID-19.</p> <p>3) We will continue to work with volunteer medical and dental providers. Medical residents from Eisenhower Health will continue to experience community health care while attending our clinic.</p>	<p>District grant budget</p>
<p><b>Neuro Vitality Center #1021</b> Community-Based Adult Services (CBAS) Program</p>	<p><b>Grant term 12/1/19 – 5/31/20</b> <b>Original Approved Amount: \$143,878 (see Financial note)</b></p>	<p>We would have extended the time it takes to admit a patients - realized our expectations were not realistic. Our response to the pandemic is necessary</p>	<p>District grant budget <b>Financial note:</b> For the</p>

	<p>This was a collaborative effort with the Regional Access Project Foundation. The District project request was to cover six-months of expense for new staff required by the State for Adult Day Care Center state licensure and certification for the CBAS program to enable billing and insurance reimbursement. The State dictates patient to staff ratios to allow expense and revenue budget projections. Staff and contract professionals had been hired and trained and were in place for completion of licensure and certification by the end of October 2019.</p> <p>RAP Foundation funded the gap in the start-up costs (\$95,737).</p> <p>The Community Based Adult Services (CBAS) program is designed to help those who are diagnosed with early stages of Alzheimer's/Dementia or with other chronic illnesses that may benefit from stimulation, education, and counseling along with physical activities. The intended outcome is for the CLIENT to stay engaged and strive for improvement of functions that interfere with the activities of daily living. This offers a level of social care that is not otherwise available in the area providing the opportunity for growth for the patient and respite for the families and caregivers.</p>	<p>and appropriate. We will continue to be flexible and find ways to service this very needy population.</p>	<p>time period of 12/1/19 – 2/29/20: DHCD paid NVC an advance of \$64,704; NVC expended \$65,924; NVC over expended \$1,220. Unfortunately, with the onset of the COVID-19 pandemic in March, the pipeline of patients was reduced; however, the funds for the new staff were spent as projected. Services delivered, as defined by CBAS &amp; Adult Care, were also reduced; however, the new staff as required by licensure is still required to provide the TAS –</p>
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	<p><b>Final outcomes:</b></p> <p>The grant was to assist NVC in covering the shortfall of required new staff in place prior to billed patient cash flow. The lag was expected to be about 3 months before patients would be admitted and billing would commence. While insurance contracts were in place in December, we found the process to take much longer than we had projected so that by March we had only admitted 8 patients. In March, we were required by the State to suspend all congregate services. In April the State allowed us to do some limited virtual services and to operate with a skeleton staff of nursing, social work, activities and management. Use of consultants was suspended as was requirements for Center and transportation. Meals were just lunch, no snacks are home delivered – drop off only – no contact. New patients are subject to telephonic assessments and limited services of activities. No IPC is required beyond care plan for telephonic services. We have been able to admit only 4 additional patients in the ensuing months. It does not appear that the congregate limitations will be lifted any time in the near future but we are continuing to work with IEHP to admit patients if they might value from virtual services.</p>		<p>Temporary Alternate Services - to CBAS clients, either new or existing. The District did not advance the next planned payment of \$64,704 which would have covered the time period of 3/1/20 to 5/31/20. NVC expended its own funds over that time period of \$49,103 on staff that were still providing services. The grant has ended (6 months). Added to the \$1,220 that NVC over expended in the first time period, DHCD owes NVC \$50,323 (\$49,103 + \$1,220).</p>
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DESERT HEALTHCARE DISTRICT						
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE						
As of 8/31/20						
TWELVE MONTHS ENDED JUNE 30, 2021						
Grant ID Nos.	Name	Approved Grants - Prior Yrs	Current Yr 2020-2021	6/30/2020 Bal Fwd/New	Total Paid July-June	Open BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000		\$ 8,330,000	\$ -	\$ 8,330,000
2018-974-BOD-09-25-18	HARC - 2019 Coachella Valley Community Health Survey - 2 Yr	\$ 399,979		\$ 39,999	\$ -	\$ 39,999
2019-985-BOD-03-26-19	Coachella Valley Volunteers in Medicine - Primary Healthcare & Support Services - 1 Yr	\$ 121,500		\$ 12,150	\$ 12,150	\$ -
2019-986-BOD-05-28-19	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr	\$ 200,000		\$ 20,000	\$ 20,000	\$ -
2019-997-BOD-05-28-19	Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr	\$ 200,896		\$ 20,090	\$ 20,090	\$ -
2019-989-BOD-05-28-19	Pegasus Riding Academy - Cover the Hard Costs of Pegasus Clients - 1 Yr	\$ 109,534		\$ 10,954	\$ 10,954	\$ -
2019-994-BOD-05-28-19	One Future Coachella Valley - Mental Health College & Career Pathway Development - 2 Yr	\$ 700,000		\$ 385,000	\$ 78,750	\$ 306,250
2019-1000-BOD-05-28-19	Voices for Children - Court Appointed Special Advocate Program - 1 Yr	\$ 24,000		\$ 2,400	\$ 2,400	\$ -
2019-1017-BOD-09-24-19	Jewish Family Services - Case Management Services for Homeless Prevention - 1 Yr	\$ 90,000		\$ 9,000	\$ -	\$ 9,000
2019-1023-BOD-10-22-19	CVRM - Transportation for Seniors & Homeless Hospital Discharge Referrals - 1 Yr	\$ 216,200		\$ 118,910	\$ 48,645	\$ 70,265
2019-1021-BOD-11-26-19	Neuro Vitality Center - Community Based Adult Services Program - 6 Months	\$ 143,787		\$ 79,083	\$ 50,323	\$ 28,760
	Unexpended funds Grant #1021					\$ (28,760)
2020-1045-BOD-03-24-20	FIND Food Bank - Ending Hunger Today, Tomorrow, and for a Lifetime - 1 Yr	\$ 401,380		\$ 311,069	\$ 90,311	\$ 220,758
2020-1129-BOD-05-26-20	Coachella Valley Volunteers In Medicine - Response to COVID-19	\$ 149,727		\$ 149,727	\$ 149,727	\$ -
2020-1085-BOD-05-26-20	Olive Crest Treatment Center - General Support for Mental Health Services	\$ 50,000		\$ 27,500	\$ -	\$ 27,500
2020-1057-BOD-05-26-20	Desert Cancer Foundation - Patient Assistance Program	\$ 150,000		\$ 82,500	\$ -	\$ 82,500
2020-1124-BOD-06-23-20	Regents of UCR - COVID-19 Testing & Health Education for Eastern Valley - 5 Months	\$ 149,976		\$ 149,976	\$ 149,976	\$ -
2020-1134-BOD-07-28-20	Desert Healthcare Foundation - Addressing Healthcare Needs of Black Communities		\$ 500,000	\$ 500,000	\$ 500,000	\$ -
<b>TOTAL GRANTS</b>		<b>\$ 13,106,979</b>	<b>\$ 500,000</b>	<b>\$ 10,248,358</b>	<b>\$ 1,133,326</b>	<b>\$ 9,086,272</b>
<b>Amts available/remaining for Grant/Programs - FY 2019-20:</b>						
<b>Amount budgeted 2020-2021</b>			\$ 4,000,000		G/L Balance:	8/31/2020
<b>Amount granted through June 30, 2021:</b>			\$ (500,000)		2131	\$ 2,426,272
Mini Grants:	1132		\$ (5,000)		2281	\$ 6,660,000
Financial Audits of Non-Profits	8/15/2020		\$ (3,000)			
Net adj - Grants not used:			\$ -		<b>Total</b>	<b>\$ 9,086,272</b>
Matching external grant contributions			\$ -		<b>Difference - Rdg</b>	<b>\$ (0)</b>
<b>Balance available for Grants/Programs</b>			<b>\$ 3,492,000</b>			



**Date:** 09/22/2020

**To:** Board of Directors

**Subject:** Grant # 1139 California State University, San Bernardino

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**Grant Request:** Street Medicine Program / Department of Nursing

**Amount Requested:** \$50,000.00

**Project Period:** 10/1/2020 to 9/30/2021

**Project Description and Use of District Funds:**

This proposal is aligned to the strategic focus area of Healthcare Infrastructure and Services. The Street Medicine program is requesting operating support funding to improve access to healthcare to traditionally underserved populations, is working to increase mobile medical clinics and improving health-related infrastructure in the Coachella Valley. Funding of this proposal will strengthen nurse and nursing student engagement in healthcare efforts in the Coachella Valley, serving the homeless, unsheltered and vulnerable populations. The CSUSB Street Medicine program is lead and facilitated by Dr. Diane Vines and includes collaborative partnerships with the Coachella Valley Volunteers in Medicine (CVVIM), Well in the Desert, the Desert Regional Medical Center, the University of California Riverside School of Medicine, Coachella Valley Rescue Mission, and the California State University San Bernardino nursing department at the Palm Desert campus.

The objectives are:

- To provide healthcare services to the homeless/unsheltered population in the Coachella Valley through nurse and medical clinics and COVID and immunization services and education
- To engage CSUSB PDC nursing students at all degree levels in street medicine activities for course credit or volunteer hours to prepare them for the workforce.
- Supervision of CSUSB nursing students
- To build collaborative partnerships and replication efforts
- Supplies for the nurse clinics
- To provide nursing student assistants to work with the street medicine teams in homeless outreach settings in the Valley



This funding for additional Valley efforts would: support faculty oversight and supervision of CSUSB nursing students; provide support for a faculty member to build collaborative partnerships; provide supplies for the healthcare services; and provide stipends for four nursing students to work with homeless outreach settings, thereby expanding the current Street Medicine activities that currently serve the Palm Springs and Indio areas to other East Valley communities.

**Strategic Plan Alignment:**

Healthcare Infrastructure and Services

**Geographic Area(s) Served:**

Coachella; Indio; Mecca; Palm Springs; Thermal

**Action by Program Committee: (Please select one)**

- ✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$50,000.00 be approved.

Recommendation with modifications

Deny

## **Full Grant Application Summary**

### **California State University, San Bernardino, Grant #1139**

#### **About the Organization**

California State University, San Bernardino  
 5500 University Parkway  
 San Bernardino, CA 92407  
 Tel: 877-829-5500  
<http://https://www.csusb.edu/advancement/philanthropic-foundation>

#### **Primary Contact:**

Robert Nava  
 Tel: (909) 537-7769  
[rjnava@csusb.edu](mailto:rjnava@csusb.edu)

#### **Historical (approved Requests)**

Grant Year	Project Title	Grant Amount	Type	Disposition Date	Fund
2010	Physical Fitness Challenge	\$33,234	Achievement Building	4/27/2011	Grant budget
2011	BSN program	\$280,614	Achievement Building	7/26/2011	Grant budget

#### **Program/Project Information**

**Project Title:** Street Medicine Program / Department of Nursing

**Start Date:** 10/1/2020 **End Date:** 9/30/2021

**Term:** 12 months

**Total Project Budget:** \$224,268

**Requested Amount:** \$50,000

#### **Executive Summary:**

The CSUSB Street Medicine Program is led and facilitated by the Department of Nursing, College of Natural Sciences Professor, Dr. Diane Vines, and includes partnerships with the Coachella Valley Volunteers in Medicine, Coachella Valley Rescue Mission, Well in the Desert, Desert Regional Medical Center, and the CSUSB nursing department Palm Desert campus.

Our goal is to continue expanding the Street Medicine activities and the number of nursing students involved by working with current and future partners that provide services to the homeless, sheltered, unsheltered and vulnerable populations. Access to healthcare, food security and housing stability make a direct impact on people lives and well-being. Street Medicine assists in bridging the gap in healthcare access as the program engages people where they are, necessitating treatments, medical services/referrals and health education.

Homeless people often utilize emergency rooms rather than traditional healthcare for a number of reasons: limited access; distrust of healthcare providers; no health insurance or don't know their insurance information. For these reasons, the Street Medicine teams provide a valuable service at no cost to these marginalized and underserved individuals and families.

The CSUSB department of nursing graduates about 16 - 20 BSN students annually making them eligible to apply for the California public health nursing certificate. These students develop into the highly qualified, educated, and trained medical and public health workforce who will provide healthcare to our community for years to come. In May, the CSUSB Street Medicine Program with our collaborative partners had 244 healthcare service contacts.

Due to the COVID-19 pandemic, CSUSB faculty, students and the Street Medicine teams have participated in the Coachella Valley testing of the homeless and vulnerable populations at three locations in the Valley.

The objectives are:

- To provide healthcare services to the homeless/unsheltered population in the Coachella Valley through nurse and medical clinics and COVID and immunization services and education;
- To engage CSUSB PDC nursing students at all degree levels in Street Medicine activities for course credit or volunteer hours;
- To build collaborative partnerships and replication efforts;
- To provide nursing student assistants with opportunities to work with the Street Medicine teams in homeless outreach settings in the Valley.
- The Street Medicine Program estimates it will serve 100 people and provide 300 contacts which includes duplicated individuals. Funding of this proposal will strengthen nurse and nursing student engagement and grow the number of nurses in the community/public health workforce in the Coachella Valley.

**Program/project Background and Community Need:**

The CSUSB Department of Nursing Street Medicine (SM) program began September 2019 with a one-year private grant. The grant supports nursing students and faculty of the California State University San Bernardino (CSUSB) Palm Desert Campus to provide healthcare services with the community partners serving homeless and unsheltered people in the Coachella Valley.

The Coachella Valley has a need for nurses prepared to serve in public health within the community. Mobile clinics offer a way for healthcare to be delivered outside typical institutions such as hospitals and doctors' offices. CSUSB Street Medicine is committed to preparing nurses who are equipped to:

- Work with homeless and vulnerable populations, especially those who are sheltered, unsheltered, farm workers, and in transitional housing; and



- Serve in the community in public health nursing roles

The Riverside County 2020 Point in Time Count (PITC) identified 2,884 sheltered and unsheltered homeless adults and children. The nursing street medicine program serves these vulnerable populations and changes the attitudes of the students toward poverty and the homeless through service in the street medicine program while qualifying them to apply for the public health nursing certificate and increasing the likelihood they will choose public health as their calling.

### **Strategic Plan Alignment:**

Healthcare Infrastructure and Services

### **Program/project description:**

This proposal is aligned to the strategic focus area of Healthcare Infrastructure and Services. The Street Medicine program is requesting operating support funding to improve access to healthcare to traditionally underserved populations, is working to increase mobile medical clinics and improving health-related infrastructure in the Coachella Valley. Funding of this proposal will strengthen nurse and nursing student engagement in healthcare efforts in the Coachella Valley, serving the homeless, unsheltered and vulnerable populations. The CSUSB Street Medicine program is lead and facilitated by Dr. Diane Vines and includes collaborative partnerships with the Coachella Valley Volunteers in Medicine (CVVIM), Well in the Desert, the Desert Regional Medical Center, the University of California Riverside School of Medicine, Coachella Valley Rescue Mission, and the California State University San Bernardino nursing department at the Palm Desert campus.

The objectives are:

- To provide healthcare services to the homeless/unsheltered population in the Coachella Valley through nurse and medical clinics and COVID and immunization services and education
- To engage CSUSB PDC nursing students at all degree levels in street medicine activities for course credit or volunteer hours to prepare them for the workforce.
- Supervision of CSUSB nursing students
- To build collaborative partnerships and replication efforts
- Supplies for the nurse clinics
- To provide nursing student assistants to work with the street medicine teams in homeless outreach settings in the Valley

This funding for additional Valley efforts would: support faculty oversight and supervision of CSUSB nursing students; provide support for a faculty member to build collaborative partnerships; provide supplies for the healthcare services; and provide stipends for four nursing students to work with homeless outreach settings, thereby expanding the current Street Medicine activities that currently serve the Palm Springs and Indio areas to other East Valley communities.

### **Description of the target population (s):**

Services will benefit the homeless and unsheltered populations. Total number of unduplicated persons we are estimating at 100. Services provided to people – may be duplicated individuals with total contacts of 300. Street Medicine medical clinics are held

at free food program locations at shelters, encampments and at cooling/warming stations. Through our partnerships with community agencies we will serve migrant workers and vulnerable populations seeking COVID testing (pre-screening, post-results and education) and flu vaccinations.

**Geographic Area(s) Served:**

Coachella; Indio; Mecca; Palm Springs; Thermal

**Age Group:**

- (06-17) Children
- (18-24) Youth
- (25-64) Adults
- (65+) Seniors

**Total Number of District Residents Served:**

100

**Program/Project Goals and Evaluation**

<p><b>Goal #1:</b> To provide healthcare services to 100 individuals and 300 contacts (contacts may be duplicated individuals) through nurse and medical clinics serving the homeless, unsheltered and vulnerable populations in the Coachella Valley; additionally assisting with COVID-19 testing, education and immunization services by September 30, 2021.</p>	<p><b>Evaluation #1:</b> Quantitative The program will collect, analyze and report the following data about patients served:</p> <ul style="list-style-type: none"><li>• Number served</li><li>• Demographic information including age, gender, race/ethnicity (as reported by patient), veteran status, insurance status</li><li>• Reason for being seen</li><li>• Services provided</li><li>• Referrals</li><li>• Projected numbers of individuals in each age group:<ul style="list-style-type: none"><li>• 6-17: 8</li><li>• 18-24: 10</li><li>• 25-64: 67</li><li>• 65+: 15</li></ul></li></ul> <p>Projected total individuals: 100</p> <p>Qualitative The program will include ten testimonials from patients or agencies about the services provided by the nursing faculty and students.</p>
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<p><b>Goal #2:</b> To engage 32 CSUSB PDC nursing students at all degree levels in the Street Medicine Program activities for course credit or volunteer hours by September 30, 2021.</p>	<p><b>Evaluation #2:</b> Quantitative The program will report on the number of BSN nursing students involved, locations of service and whether the student is participating for volunteer hours or course credit.</p> <p>Qualitative The program will survey nursing student assistants and compare the results before and after they participate in the Street Medicine Program utilizing the internationally recognized survey tool: Health Professional's Attitude Toward the Homeless Inventory.</p>
<p><b>Goal #3:</b> The program will monitor and track Street Medicine progress towards the development of additional collaborative partnerships and efforts to replicate the program reporting the new partner names and MOU agreements of the two new partnerships by September 30, 2021.</p>	<p><b>Evaluation #3:</b> We will present the programmatic work accomplished by the Street Medicine clinics at one national conference and two regional conferences by September 30, 2021.</p> <p>The program will report on one replication of the Street Medicine program by September 30, 2021.</p>
<p><b>Goal #4:</b> The program will hire four nursing student assistants to work with the Street Medicine teams in homeless outreach settings in the Valley by October 1, 2020</p>	<p><b>Evaluation #4:</b> Detailed plan of action for evaluation that monitors and tracks the progress of Goal #5 (200 word limit)</p> <p>The program will provide the resumes of and hire four nursing student assistants with the position description on file with the student assistant office at CSUSB by October 1, 2020. CSUSB Nursing student assistants will work with clients handling triage and treatments such as: vital signs, blood glucose, wound care, referrals, health assessments, medication management, preventive healthcare and education, case management, chronic disease management, pre-screening and post-results for the pandemic and flu shots. The nursing student assistants will assist in the Street Medicine activities, collect data for reporting, document the activities of the nurses and medical residents, and recruit and orient</p>

	student nursing volunteers. The program will report on of the total number of hours worked by the nursing assistants.
<b>Goal #5:</b> None	<b>Evaluation #5:</b> None

### **Proposed Program / Project Evaluation Plan**

The Evaluator will utilize both quantitative and qualitative methods to gather data throughout the grant term. Data will include, but not limited to, surveying of nursing student assistants, 10 testimonials from partners or agencies and the numbers of persons served, services provided and referrals. The PI and evaluator will present findings at one national conference and two regional conferences by September 30, 2021; in addition to sharing the results with Desert Healthcare District & Foundation and other relevant agencies. The evaluator will be a CSUSB faculty researcher who will work with the Street Medicine nursing faculty and students to analyze data collection, conduct a project evaluation and suggest recommendations for improvement. Proposed hire date for evaluator is Fall 2020.

### **Organizational Capacity and Sustainability**

#### **Organizational Capacity**

Diane Vines is a doctoral prepared community public health and psychiatric mental health nurse with over ten years of experience working with homeless populations. Dr. Vines has over 50 years of experience as a healthcare and higher education administrator and educator, including her roles as vice chancellor, vice president, dean, nursing program director, director of nursing and professor. She has a private practice as a nurse psychotherapist and facilitates SMART Recovery groups. She is the program director and principal investigator for the current Street Medicine Program.

Rosa Lucas is a family nurse practitioner, faculty member for the Eisenhower Medical Center Graduate Medical Education Department, co-founder and project leader of the Coachella Valley Volunteers in Medicine, and supervisor of the CSUSB nursing students for the program. She has been an activist for healthcare for farm workers in the East Valley for 35 years and received the Senior Inspiration Award from County Supervisor Victor Manuel Perez. She supervised the COVID-19 testing and will supervise students who participate with the UCR East Valley program. Nursing student assistants are hired through the CSUSB student employment office. Two students are assigned primarily to the West Valley and two are assigned primarily to the East Valley.

#### **Organizational Sustainability:**

The CSUSB Street Medicine program operates through the Palm Desert Campus Department of Nursing in the College of Natural Sciences. The Street Medicine Program has the institutional support of the university president, college dean, PDC campus dean, nursing department chair, Office of Community Engagement and the nursing faculty.

The mission of CSUSB is to graduate individuals with degrees in their chosen fields thereby creating a workforce pipeline to all areas of public enterprise to positively impact

the economy and livelihoods of residents in the Inland Empire and Coachella Valley. In addition to educating students, the university recognizes the importance of workforce development and community service, even more specifically at this time targeting assistance for health-related measures to address COVID-19 efforts and services to those who are homeless or experiencing housing insecurity. The Street Medicine Program is a natural fit as it espouses these objectives. CSUSB is a federally designated Hispanic serving institution, with a large percentage of students who are fluent in Spanish this makes their service to the homeless and vulnerable populations even more valuable.

The clinical courses in which students serve in the Street Medicine Program are the community public health and psychiatric mental health courses.

### **Partnerships:**

#### **Key Partners:**

Coachella Valley Volunteers in Medicine (CVVIM) – Students go with CVVIM to support the homeless outreach program on Tuesday evenings. Students will also assist with the immunization clinics planned for the East Valley in the fall.

Desert Regional Medical Center (DRMC) Family Practice – The DRMC Family Practice faculty and medical residents are Street Medicine partners at Well in the Desert. Students conduct a one-hour nurse clinic and prepare people who want to be seen by the doctors so the residents can serve more people in the time frame.

Well in the Desert – The Well in the Desert offers a cooling station and free lunch program in Palm Springs. They host the nurse and medical residency clinics, provide a canopy for heat protection and table/chairs for the clinics to use. Students will assist people regarding healthcare and behavioral health needs.

University of California Riverside School of Medicine – UCR School of Medicine under the leadership of Dr. Anne Cheney and Dr. Marc Debay received a DHDF grant to conduct COVID-19 testing and provide health education in the East Valley. Street Medicine nursing students will assist with these efforts.

Coachella Valley Rescue Mission (CVRM) – Street Medicine students will have one of their fall community public health course placements at CVRM and will conduct nurse clinics and healthcare prevention/promotion education sessions in the main facility and the annex.

United Methodist Church, Under the Bridge program – Street Medicine students conduct a nurse clinic under the Highway 86 bridge with the free breakfast program.

Potential partners – Discussions are in progress with Borrego Health clinics and mobile van with Clinicas de Salud del Pueblo (agreement is signed).

## Line Item Budget Operational Costs

PROGRAM OPERATIONS		Total Program/Project Budget	Funds from Other Sources <span style="color: red;">Detail on sheet 3</span>	Amount Requested from DHCD
<b>Total Staffing Costs</b> <span style="color: red;">Detail on sheet 2</span>		212,008	139,000	\$ 45,898.00
<b>Equipment (itemize)</b>				
	1			\$ -
	2			\$ -
	3			\$ -
	4			\$ -
<b>Supplies (itemize)</b>				
	1	Street Med Supplies	3,000	24,000
	2			\$ -
	3			\$ -
	4			\$ -
<b>Printing/Duplication</b>				\$ -
<b>Mailing/Postage</b>				\$ -
<b>Faculty/Student Travel/Mileage</b>		1,960		\$ 1,602.00
<b>Education/Training</b>				\$ -
<b>Office/Rent/Mortgage</b>				\$ -
<b>Telephone/Fax/Internet</b>				\$ -
<b>Utilities</b>				\$ -
<b>Insurance</b>				\$ -
<b>Other facility costs not described above (itemize)</b>				
In-direct cost	1	CSUSB Philanthropic Fee	2,500	\$ 2,500.00
	2			\$ -
	3			\$ -
	4			\$ -
<b>Other program costs not described above (itemize)</b>				
	1	Evaluator (salary additional hours up to 60 hrs.)	4,800	
	2			\$ -
	3			\$ -
	4			\$ -
<b>Total Program Budget</b>		<b>224268</b>	<b>163000</b>	<b>\$ 50,000.00</b>
<b>Budget Narrative</b>	<p style="color: red;">Fully describe items above in this cell. You may insert rows or create additional worksheets if more space is needed to fully describe your budget.</p> <p>Supplies description: glucometer/supplies, hand sanitizer, gloves, BP cuffs, Sharps container, face masks, condoms, ointments, pregnancy tests, bandages, tape, scissors, Ace bandages, gauze, alcohol swabs, otoscopes, thermometers, PPE, socks for foot care, lotion for dry cracked skin, sunscreen.</p> <p>In-direct cost: CSUSB Philanthropic Fee of 5% is assessed on all gifts administered by the Foundation. This fee may change through CSUSB's policies and procedures as they exist from time to time.</p>			

## Line Item Budget Staffing Costs

Staff Salaries		Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
<b>Employee Position/Title</b>					
1	Street Med/Nursing faculty Palm Springs location	16,640	3 hrs/wk	12,480	8,320
2	CVVIM / RN faculty to supervise nsg. students	12,480	3 hrs/wk	12,480	8,320
3	Street Med/Nursing faculty UCR School of Medicine COVID	12,480	3 hrs/wk	12,480	8,320
*4	PI, Dr. Diane Vines Consulting fee	12,480	3 hrs/wk	12,480	8,320
*5	Student Assistants Stipends	18,928	7 hrs/wk	18,928	12,618
6					
7					
8					
<b>Subtotals</b>		73,008		68,848	
<b>Total Employee Benefits</b>		0	0	0	0
<b>Enter this amount in Section 1; Staffing Costs</b>				<b>Total &gt;</b>	<b>\$45,898.00</b>
<b>Budget Narrative</b>	Please describe in detail the scope of work and duties for each employee on this grant. The four nursing faculty members will supervise the nursing students at each street medicine site. Faculty and students provide clients with triage and treatments such as: vital signs, blood glucose, wound care, triage and referrals, health assessments, medication management, preventive healthcare and education, case management, chronic disease management, pre-screening and post-results for the pandemic and flu shots. The nursing student assistants will assist in the street medicine activities, collect data for reporting, document the activities of the nurses and medical residents, and recruit and orient student nursing volunteers. The PI coordinates plans for program expansion and replication and oversees program evaluation.				
<b>Budget Narrative</b>	Please describe in detail the employee benefits including the percentage and salary used for calculation. There are no employee benefits included in this proposal. The nursing faculty are budgeted at \$80 per hour. *The line items 4 and 5 are prorated for 8 months of the 12 month program, with the first 4 months paid by Verizon Foundation grant funds. The nursing student assistants are paid \$13 per hour according to the student assistant pay rate.				
<b>Professional Services / Consultants</b>		<b>Hourly Rate</b>	<b>Hours/Week</b>	<b>Monthly Fee</b>	<b>Fees Paid by DHCD Grant</b>
<b>Company and Staff Title</b>					
*1	Evaluator	\$80.00	0.86 hr/wk		0
2					
3					
4					
5					
<b>Enter this amount in Section 1; Staffing Costs</b>				<b>Total &gt;</b>	<b>0</b>

**Line Item Budget  
Staffing Costs**

<b>Budget Narrative</b>	Please describe in detail the scope of work for each professional service/consultant on this grant. The nursing faculty will establish standards for the Street Medicine program, recruit and orient all students and volunteers, supervise the nursing activities, work with the doctors and medical residents and other team members, purchase and resupply equipment bags, document all activities, and analyze patient information/data for reporting. The nurse involved in partnership development will recruit new partnerships and sites, develop contracts with these sites, engage with homeless service providers and advocates and policy makers. The Evaluator will be a CSUSB faculty researcher who will work with the nursing faculty and students to provide data collection, program evaluation and recommendations for improvement. This evaluator will be hired as funding is secured. *Evaluator annual hours will likely be up to 60 hours with total budget cost of \$4,800.
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## Line Item Budget Other Program Funds

Other funding received (actual or projected) SPECIFIC to this program/project			Amount
<b>Paid by Institution</b>	1	Two Clinical Faculty / Two semesters, 60 hours per semester: 120 hours total	120,000
<b>Fees</b>			
<b>Donations</b>			
<b>Grants (List Organizations)</b>			
Approved	2	Regional Access Project Foundation	5,000
Approved	3	Verizon Foundation/ COVID-19 Fund	38,000
Pending	4	California Wellness Fdn - pending	
Pending	5	Coeta and Donald Barker Foundation - pending	
<b>Fundraising (describe nature of fundraiser)</b>			
	1		
	2		
<b>Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)</b>			
	1		
	2		
	3		
	4		
<b>Total funding in addition to DHCD request</b>			<b>\$163,000.00</b>
<b>Budget Narrative</b>	<p style="color: red;">Describe program/project income listed above. Note whether income is "projected" or actual.</p> <p>C.W. Fund grant funding ended on August 31, 2020. C.W. Fund is a family foundation that awarded a grant for Innovative projects in August 2019 for a one year term. Regional Access Project Foundation has awarded a 12 month grant for supplies through 7/31/2021. Verizon Foundation proposal awarded COVID-19 Education Fund grant in support of Street Medicine program. Grant awarded in August 2020 in support of \$19,000 for PPE/supplies and \$19,000 in support of student stipends at \$7,480 and faculty supervision at \$11,520. Multiple additional grants are submitted pending outcome.</p>		



**RAUL RUIZ, M.D.**  
Member of Congress  
36th District of California

**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515-3605**

**Washington, D.C. Office:**  
2342 Rayburn House  
Office Building  
Washington, D.C. 20515  
Phone: [202-225-5330](tel:202-225-5330)

June 17, 2020

To Whom It May Concern:

I write in support of the nursing faculty and students at California State University San Bernardino Palm Desert (CSUSB PD) Campus and their application for continued funding under the Street Medicine program. Funding under this program would allow the CSUSB PD Campus to continue providing exceptional educational opportunities to its nursing students while also increasing health care access for vulnerable populations in our community.

In the 2019-2020 academic year, the Street Medicine grant has enabled CSUSB PD students to receive exceptional, hands-on experience in the medical field while serving their community. In collaboration with the University of California Riverside, the Well in the Desert, and the Coachella Valley Volunteers in Medicine, CSUSB PD nursing faculty and students have helped provide enhanced health care services for medically underserved populations, such as farmworkers and people experiencing homelessness, who face barriers to care.

As an emergency medicine physician and the Representative of California's 36<sup>th</sup> District, I have seen firsthand the difference CSUSB PD nursing faculty and students make in our community. While our nation addresses the ongoing coronavirus pandemic, nursing students at CSUSB have stepped up to administer hundreds of COVID-19 tests to vulnerable and medically underserved populations with the Coachella Valley Volunteers in Medicine. Working side-by-side with faculty and students at testing sites in Indio, Mecca, Palm Springs, and Thermal, I have witnessed the quality and valuable services that CSUSB PD nursing students have provided to local farmworkers and people experiencing homelessness.

I believe that the California State University San Bernardino Palm Desert Campus nursing program is a deserving candidate for this program. I support their efforts and urge you to give full and fair consideration to their application, consistent with all relevant program rules and regulations. If you have any additional questions, please feel free to contact my Palm Desert office at 760-424-8888.

Sincerely,

A handwritten signature in blue ink that reads "Raul Ruiz".

Raul Ruiz, M.D.  
Member of Congress



**School of Medicine**  
900 University Avenue  
Riverside, CA. 92521

July 19, 2020

Dear Desert Healthcare Foundation Board:

I write in support of the proposal submitted by the California State University San Bernardino (CSUSB) Department of Nursing for their street medicine program.

The UCR School of Medicine and CSUSB has effectively collaborated at the Well in the Desert free lunch program held at Our Lady of Guadalupe church in Palm Springs. The CSUSB nursing students and faculty conducted a nurse clinic first, and then prepared patients to be seen by our faculty and resident physicians.

The homeless and unsheltered population we served at the clinic greatly benefitted by the services of the nursing faculty and students. They brought their concerns and questions to the nursing faculty and staff and learned to trust them for any healthcare problems they encountered. The medical residents and faculty were able to see more people in the time allotted because the nursing students had prepared the intake documents and vital signs and prepared notes of chief complaints and subjective and objective observations. They gave complete and useful reports to the residents.

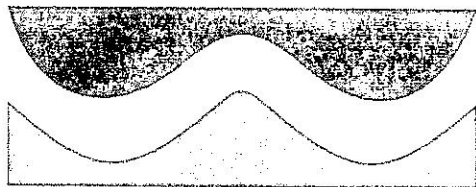
In addition to continuing our partnership for street medicine, we plan to work with CSUSB nursing faculty and students on a new DHCF-funded project to expand COVID-19 testing and contact tracing in the farm workers communities in the East Coachella Valley.

In summary, I support the granting of funding for the continuation of this important program and partnership.

Sincerely,

A handwritten signature in black ink that reads "Marc Debay". The signature is written in a cursive, flowing style.

Marc Debay, MD, PhD, MPH  
**UCRiverside** – School of Medicine  
Associate Professor, Clinical Sciences Division, Family Medicine  
Director, Family Medicine Residency Program



## Well in the Desert

poverty prevention • intervention • advocacy

July 15, 2020

I am writing to support the grant proposal by the CSUSB Department of Nursing to the DHCF for their street medicine program. We have been working with the CSUSB students and Dr. Vines for several years. The students and Dr. Vines run a nurse clinic every week for the homeless persons who attend our free lunch program at Our Lady of Guadalupe church in Palm Springs and, occasionally, at the Well in the Desert cooling center and other free lunch programs. They also assisted with the CVVIM COVID testing at Our Lady. They also prepare people for the UCR School of Medicine and soon to be the DRMC medical residents who attend for one hour to see people who have requested to be seen by a physician and are prepared for this visit by the nursing students.

The students see people with chronic health conditions and advise and refer them as needed. As an example, we recently were alerted by the students and Dr. Vines that one of our Well clients had life threatening and very painful side effects of his mental health medications. We took the patient to the hospital where he was admitted. He would not have been treated if it were not for the students and faculty.

The program also provides such important healthcare as foot and wound care and provide the supplies needed to treat the wounds themselves with ointments and fresh socks etc.

Our guests at Well in the Desert trust and rely on the students and Dr. Vines. They are angels with special skills and commitment to our vulnerable population. We want them to continue to work with us.

Sincerely,

*Arlene Rosenthal, President*

Arlene Rosenthal

## **Grant Scoring Review**

### **Grant Staff Review #1**

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**Executive Summary:** 8

**Community Need and Alignment:** 9

**Goals:** 8

**Proposed Evaluation Plan:** 8

**Applicant Capacity and Infrastructure:** 9

**Organizational Sustainability:** 8

**Budget:** 8

**Key Partners/Collaborations:** 10

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**Total Score:** 68.00

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**Reviewer Comments:** Desert Healthcare District has been a long supporter of the nursing programs at CSUSB and our collaborative efforts in growing a strong and local healthcare workforce. Previous support of nursing programs concentrated mainly on students learning the clinical side of hospital and physician office inner workings. The Street Medicine program allows nursing students to become introduced to the public health side of nursing - a workforce solely lacking in the Coachella Valley - as the students learn about populations not typically seen elsewhere. Hopefully these student nurses will continue down the path of becoming a public health nurse. This Street Medicine program offers a "boots on the ground" nursing training platform.

**Response Notes:**

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**Average Review Score:** Grant Program Staff Review Stage: 68 (3 of 3)

Fiscal Staff Review Stage: 20 (2 of 2)

**Sum of all Reviews:** Grant Program Staff Review Stage: 204 (3 of 3)

Fiscal Staff Review Stage: 40 (2 of 2)

## **Grant Scoring Review**

### **Grant Staff Review #2**

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**Executive Summary:** 9

**Community Need and Alignment:** 8

**Goals:** 8

**Proposed Evaluation Plan:** 8

**Applicant Capacity and Infrastructure:** 9

**Organizational Sustainability:** 8

**Budget:** 9

**Key Partners/Collaborations:** 10

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**Total Score:** 69.00

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**Reviewer Comments:** The proposed CSUSB Nursing Department Street Medicine program builds upon the Desert Healthcare District's commitment to increase healthcare access to underserved communities, while increasing the number of healthcare providers in these areas. The proposed program will provide nursing students with the "hands-on" experience of working with patients outside of a clinical setting along with providing case management and follow-up care. The partnerships established with this proposed program can lead to sustainable street medicine program that brings medical care to traditionally underserved community members like the homeless and farm workers.

**Response Notes:**

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**Average Review Score:** Grant Program Staff Review Stage: 68 (3 of 3)

Fiscal Staff Review Stage: 20 (2 of 2)

**Sum of all Reviews:** Grant Program Staff Review Stage: 204 (3 of 3)

Fiscal Staff Review Stage: 40 (2 of 2)

## Grant Scoring Review

### Grant Staff Review #3

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**Executive Summary:** 9

**Community Need and Alignment:** 7

**Goals:** 7

**Proposed Evaluation Plan:** 7

**Applicant Capacity and Infrastructure:** 10

**Organizational Sustainability:** 9

**Budget:** 8

**Key Partners/Collaborations:** 10

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**Total Score:** 67.00

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**Reviewer Comments:** The Street Medicine program offers nursing students a unique opportunity to seek experience outside of the traditional clinic/hospital setting. It allows students to not only gain clinical experience but also to work with underserved and hard to reach populations. Supporting this program allows CSUSB to expand their target sites to additional locations throughout Coachella Valley and reach more residents. By providing street medicine, the program is working to reduce the number of persons who are unable to obtain or delay in obtaining necessary medical care and reduce non-urgent emergency department use. Additionally, support helps students to increase collaborative/engagement efforts with local nonprofits, extend time spent serving Coachella Valley residents, strengthen networking opportunities, and expand quality, well-rounded learning experiences. All these factors contribute to increasing the likelihood of students starting their careers where they studied. The Coachella Valley has a shortage of health professionals in countless fields. Not only will this program help build the next generation of nurses, but it will support our efforts to developing the health workforce and improving the health infrastructure of our community.

### Response Notes:

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**Average Review Score:** Grant Program Staff Review Stage: 68 (3 of 3)

Fiscal Staff Review Stage: 20 (2 of 2)

**Sum of all Reviews:** Grant Program Staff Review Stage: 204 (3 of 3)

Fiscal Staff Review Stage: 40 (2 of 2)

## **Grant Scoring Review**

### **Fiscal Staff Review**

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**Fiduciary Compliance:** 10

**Financial Stability:** 10

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**Total Score:** 20.00

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**Reviewer Comments:** Grantee represents a strong financial position.

Grantee has diversified resources for this grant \$163,000 to match the District's \$50,000

**Response Notes:** The audit report is unmodified

Current Ratio is very strong (.05) which represents the grantee's ability to pay it's short liabilities

Annual increase in Net Assets from \$2.6M (2018) to \$5.2M (2019)

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**Average Review Score:** Grant Program Staff Review Stage: 68 (3 of 3)

Fiscal Staff Review Stage: 20 (1 of 2)

**Sum of all Reviews:** Grant Program Staff Review Stage: 204 (3 of 3)

Fiscal Staff Review Stage: 20 (1 of 2)



## **Grant Scoring Review**

### **Fiscal Staff Review #2**

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**Fiduciary Compliance:** 10

**Financial Stability:** 10

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**Total Score:** 20.00

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**Reviewer Comments:** For fiduciary compliance, their financials demonstrated appropriate control, they demonstrate the ability to satisfy their liabilities with available assets and they provide their board with their financial statements on a regular basis.

For the financial stability section, the sources of funding consists of several avenues. Their requested amount is supported by funds from other sources and is reasonable.

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**Average Review Score:** Grant Program Staff Review Stage: 68 (3 of 3)

Fiscal Staff Review Stage: 20 (2 of 2)

**Sum of all Reviews:** Grant Program Staff Review Stage: 204 (3 of 3)

Fiscal Staff Review Stage: 40 (2 of 2)



## FY 2020-2021: Grant Application Scoring Rubric



Category	Meets expectations (10-6 points)	Does not meet expectations (0-5 points)
<b>Programmatic Review</b>		
<b>Executive Summary</b> (10 points)	The applicant <b>includes and describes</b> the project's mission and vision, the target population the project will serve, the expected benefits to the community, the need for the project in the community with proposed evidence-based methods, interventions, and strategies that are realistic, attainable, effective, and outcome-oriented.	The applicant is unclear or <b>does not include or describe</b> the project's mission and vision, the target population the project will serve, the expected benefits to the community, the need for the project in the community with proposed evidence-based methods, interventions, and strategies that are realistic, attainable, effective, and outcome-oriented.
<b>Community Need &amp; Alignment</b> (10 points)	The applicant <b>identifies and defines a specific need(s)</b> for the project within the identified community and effectively describes the alignment of that need to one of the Desert Healthcare District and Foundation five strategic focus areas by using one or more of the following: data, case studies, interviews, focus group results, media coverage, etc.	The applicant <b>does not sufficiently identify or describe a need</b> for the project and/or its alignment to one of the Desert Healthcare District and Foundation five strategic focus areas by using one or more of the following: data, case studies, interviews, focus group results, media coverage, etc.
<b>Goals</b> (10 points)	The applicant has provided SMART goals with an evaluation plan that is comprehensively developed. The <b>SMART</b> goals are <b>specific, measurable, ambitious, realistic, and time-bound</b> , and the evaluation plan will accurately measure the project's effectiveness and impact.	The applicant has provided very limited goals and evaluation plans. The goals <b>are not specific, measurable, ambitious, realistic, time-bound goals</b> and will not measure the project's effectiveness or impact.

<p><b>Proposed Program/Project Evaluation Plan</b> (10 points)</p>	<p>The applicant <b>provides a detailed plan of action for evaluation</b> that includes both qualitative and/or quantitative assessment(s). The plan includes well-defined data reporting mechanisms and/or a clear and transparent narrative.</p> <ul style="list-style-type: none"> <li>• Evaluation measures and methods are clear; the applicant defines how they envision success.</li> <li>• Evaluation is in alignment with the SMART goals of the project.</li> <li>• An explanation is provided on how the data collected from the project will be utilized for future programming, partnerships, and/or funding.</li> </ul>	<p>The applicant <b>does not provide, or vaguely describes, a plan of action</b> with limited qualitative and/or quantitative assessment(s). The plan includes poorly defined data reporting mechanisms and/or a narrative.</p> <ul style="list-style-type: none"> <li>• Evaluation measures and methods are not clear; the applicant vaguely defines how they envision success.</li> <li>• Evaluation is not in alignment with the SMART goals of the project.</li> <li>• An explanation is not provided on how the data collected from the project will be utilized.</li> </ul>
<p><b>Applicant Capacity and Infrastructure to Execute Proposal</b> (10 points)</p>	<p>The applicant <b>includes examples that demonstrate</b> that the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.).</p> <p>The <b>applicant demonstrates</b> reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)</p>	<p>The applicant <b>does not include examples that demonstrate</b> the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.).</p> <p>The <b>applicant is limited in its ability to demonstrate</b> reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)</p>
<p><b>Organization Sustainability</b> (10 Points)</p>	<p>The applicant <b>demonstrates</b> that it has a current Strategic Plan with measurable outcomes and includes the proposed program. The applicant demonstrates strong Board engagement, governance, and fundraising support.</p>	<p>The applicant <b>does not sufficiently demonstrate</b> that it has a current Strategic Plan with measurable outcomes. The proposed program is not identified in the current Strategic Plan and the applicant organization has limited Board engagement, governance, and fundraising support.</p>

<b>Budget</b> (10 points)	<p>The budget is <b>specific</b> and <b>reasonable</b>, and all items <b>align</b> with the described project. The proposed budget is accurate, cost-effective, and linked to activities and outcomes.</p> <ul style="list-style-type: none"><li>• There are no unexplained amounts.</li><li>• The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are reasonable.</li><li>• All line items are identified clearly in the budget narrative.</li><li>• The budget shows committed, in-kind, or other funds that have been identified, secured, and in place to support the project.</li></ul>	<p>The budget is <b>not specific</b> and/or <b>reasonable</b>, and the items are <b>poorly aligned</b> with the described project. The budget is included in the application but seems incomplete or not reflective of actual costs.</p> <ul style="list-style-type: none"><li>• There are unexplained amounts.</li><li>• The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are not reasonable.</li><li>• Line items are not clearly defined in the budget narrative.</li><li>• The budget does not show committed, in-kind, or other funds that have been identified, secured, and in place to support the project.</li></ul>
<b>Key Partners / Collaboration</b> (10 points)	<p>The proposal <b>demonstrates a collaborative process</b> that includes multiple community partners involved in planning and implementation, with contributions from collaborators articulated in detail via letters of support and/or memorandums of understanding.</p>	<p>The proposal <b>does not demonstrate a collaborative process</b> and it does not involve multiple community partners in planning and implementation. Potential for collaboration exists but is not articulated.</p>
<b>Fiscal Review</b>		
<b>Fiduciary Compliance</b> (10 Points)	<p><b>The applicant demonstrates</b> a financial history that shows a continuous cycle of fiduciary responsibility of the Board through unmodified audited financial statements produced in a timely fashion, positive cash flow at the end of each fiscal year, asset ratio meets required debt load, and the Board reviews financial statements regularly.</p>	<p><b>The applicant does not demonstrate</b> a financial history that shows a continuous cycle of fiduciary responsibility of the Board through audited financial statements. Positive cash flow at the end of each fiscal year is not consistent. and the Board does not review financials regularly.</p>

<b>Financial Stability</b> (10 Points)	Funding sources for operations and programs are from multiple sources and <b>are driven by a strategic plan</b> for stability for both short- and long-term growth. Fund development and/or business plan is in place to identify future sources of funding. The requested grant amount is <b>reasonable</b> in comparison to the overall organizational budget.	Source of funds for operations and programs are from limited sources and <b>are not driven by a strategic plan</b> . There is <b>no plan</b> for stability in place currently, including a fund development plan and/or business plan. The requested grant amount is <b>unreasonable</b> in comparison to the overall organizational operating budget.
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**Total Score:** \_\_\_\_/ 100    **Recommendation:**

- ☐ Fully Fund
- ☐ Partially Fund – Possible restrictions/conditions
- ☐ No Funding

Grant #1139

**EXHIBIT B****PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES**Project Title

Street Medicine Program / Department of Nursing

Start/End

10/01/2020

9/30/2021

**PAYMENTS:**

(2) Payments: \$22,500.00

10% Retention: \$5,000.00

Total request amount: \$50,000.00

**GRANT AND PAYMENT SCHEDULE REQUIREMENTS:**

Scheduled Date	Grant Requirements for Payment	Payment
10/01/2020	Signed Agreement submitted & accepted.	Advance of \$22,500.00 for time period 10/01/2020 - 3/30/2021
4/01/2021	1 <sup>st</sup> six-month (10/01/2020 - 3/30/2021) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 4/01/2021 - 9/30/2021
10/01/2021	2 <sup>nd</sup> six-month (4/01/2021 - 9/30/2021) progress report, budget reports and receipts submitted & accepted	\$0
10/30/2021	Final report (10/01/2020 - 9/30/2021) and final budget report submitted & accepted	\$5,000.00 (10% retention)

**TOTAL GRANT AMOUNT: \$50,000.00**

## DELIVERABLES:

Program/Project Goals and Evaluation

<p><b>Goal #1:</b> To provide healthcare services to 100 individuals and 300 contacts (contacts may be duplicated individuals) through nurse and medical clinics serving the homeless, unsheltered and vulnerable populations in the Coachella Valley; additionally assisting with COVID-19 testing, education and immunization services by September 30, 2021.</p>	<p><b>Evaluation #1:</b> Quantitative The program will collect, analyze and report the following data about patients served:</p> <ul style="list-style-type: none"> <li>• Number served</li> <li>• Demographic information including age, gender, race/ethnicity (as reported by patient), veteran status, insurance status</li> <li>• Reason for being seen</li> <li>• Services provided</li> <li>• Referrals</li> <li>• Projected numbers of individuals in each age group: <ul style="list-style-type: none"> <li>• 6-17: 8</li> <li>• 18-24: 10</li> <li>• 25-64: 67</li> <li>• 65+: 15</li> </ul> </li> </ul> <p>Projected total individuals: 100</p> <p>Qualitative The program will include ten testimonials from patients or agencies about the services provided by the nursing faculty and students.</p>
<p><b>Goal #2:</b> To engage 32 CSUSB PDC nursing students at all degree levels in the Street Medicine Program activities for course credit or volunteer hours by September 30, 2021.</p>	<p><b>Evaluation #2:</b> Quantitative The program will report on the number of BSN nursing students involved, locations of service and whether the student is participating for volunteer hours or course credit.</p> <p>Qualitative The program will survey nursing student assistants and compare the results before and after they participate in the Street Medicine Program utilizing the internationally recognized survey tool: Health Professional's Attitude Toward the Homeless Inventory.</p>

<p><b>Goal #3:</b> The program will monitor and track Street Medicine progress towards the development of additional collaborative partnerships and efforts to replicate the program reporting the new partner names and MOU agreements of the two new partnerships by September 30, 2021.</p>	<p><b>Evaluation #3:</b> We will present the programmatic work accomplished by the Street Medicine clinics at one national conference and two regional conferences by September 30, 2021.</p> <p>The program will report on one replication of the Street Medicine program by September 30, 2021.</p>
<p><b>Goal #4:</b> The program will hire four nursing student assistants to work with the Street Medicine teams in homeless outreach settings in the Valley by October 1, 2020</p>	<p><b>Evaluation #4:</b> Detailed plan of action for evaluation that monitors and tracks the progress of Goal #5 (200 word limit)</p> <p>The program will provide the resumes of and hire four nursing student assistants with the position description on file with the student assistant office at CSUSB by October 1, 2020. CSUSB Nursing student assistants will work with clients handling triage and treatments such as: vital signs, blood glucose, wound care, referrals, health assessments, medication management, preventive healthcare and education, case management, chronic disease management, pre-screening and post-results for the pandemic and flu shots. The nursing student assistants will assist in the Street Medicine activities, collect data for reporting, document the activities of the nurses and medical residents, and recruit and orient student nursing volunteers. The program will report on of the total number of hours worked by the nursing assistants.</p>





**DESERT HEALTHCARE DISTRICT**  
**FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE**  
**MEETING MINUTES**  
**September 08, 2020**

<b>Directors Present</b>	<b>District Staff Present</b>	<b>Absent</b>
Chair/Treasurer Mark Matthews President Leticia De Lara, MPH Director Arthur Shorr	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, Chief Administration Officer Eric Taylor, Accounting Manager Andrea S. Hayles, Clerk to the Board	

<b>AGENDA ITEMS</b>	<b>DISCUSSION</b>	<b>ACTION</b>
<b>I. Call to Order</b>	Chair Matthews called the meeting to order at 3:45 p.m. except President Leticia De Lara who joined shortly after commencement of the meeting.	
<b>II. Approval of Agenda</b>	Chair Matthews asked for a motion to approve the agenda.	<b>Moved and seconded Chair Matthews and Director Shorr to approve the agenda.</b> <b>Motion passed unanimously.</b>
<b>III. Public Comment</b>	There was no public comment.	
<b>IV. Approval of Minutes</b> <b>1. F&amp;A Minutes – Meeting June 09, 2020</b>	Chair Matthews motioned to approve the July 14, 2020 minutes.	<b>Moved and seconded Chair Mathews and Director Shorr to approve the July 14, 2020 meeting minutes.</b> <b>Motion passed unanimously.</b>
<b>V. CEO Report</b>	There was CEO no report.	
<b>VI. Chief Administration Officer's Report</b> <b>1. LPMP Leasing Update</b>	Chris Christensen, CAO, explained that the year-end audit is close to concluding, with Lund & Guttry providing an overview at the October meeting. The Las Palmas Medical Plaza invitation for bids for the landscape project has commenced with advertising in the Desert Sun, a pre-bid walk-thru of the area on 09/15, and bids received in early October for presenting to the committee at the October meeting.	

**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE  
MEETING MINUTES  
September 08, 2020**

	<p>The Medical Plaza does not have new tenants at this time other than the latest items recommended for approval at this meeting for lease options.</p> <p>The Retirement Protection Plan illustrates six less participants.</p>	
<b>VII. Financial Reports</b> <b>1. District and LPMP Financial Statements</b> <b>2. Accounts Receivable Aging Summary</b> <b>3. District – Deposits</b> <b>4. District – Property Tax Receipts</b> <b>5. LPMP Deposits</b> <b>6. District – Check Register</b> <b>7. Credit Card – Detail of Expenditures</b> <b>8. LPMP – Check Register</b> <b>9. Retirement Protection Plan Update</b> <b>10. Grant Payment Schedule</b>	<p>Chair Matthews thoroughly reviewed and discussed the financials with the committee. Mr. Christensen explained a slight delay with the property tax receipts most likely due to COVID, and at Director Shorr's request, a column is included in the Retirement Protection Plan illustrating the reduction from June to August – down 6 participants.</p>	<p><b>Moved and seconded by President De Lara and Chair Matthews and to approve the July and August 2020 District Financial Reports - Items 1-10 and to forward to the Board for approval.</b>  <b>Motion passed unanimously.</b></p>
<b>VIII. Other Matters</b>  <b>1. Service Agreement Addendum - Magdalena Martinez dba Personnel 411 HR Consulting - \$833.33 per month</b>  <b>2. LPMP Lease Agreement – LABCORP – 5 Year Lease</b>	<p>Chair Mathews described the service agreement addendum for Personnel 411 HR consulting.</p> <p>Chris Christensen, CAO, explained the minor modifications at the request of LabCorp with updated dates and other minimal requests that were brought forward earlier in the year and finalized.</p>	<p><b>Moved and seconded by Chair Matthews and Director Shorr and to approve the Service Agreement Addendum - Magdalena Martinez dba Personnel 411 HR Consulting - \$833.33 per month and forward to the Board for approval.</b>  <b>Motion passed unanimously.</b></p> <p><b>Moved and seconded by Chair Matthews and President De Lara to approve the LPMP Lease Agreement – LABCORP – 5 Year Lease</b></p>

**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE  
MEETING MINUTES  
September 08, 2020**

<p><b>3. LPMP – Early Lease Termination Agreement – Dennis Spurgin</b></p>	<p>Chris Christensen, CAO, explained the terms of the long-term tenant Dennis Spurgin, DC, the challenges with COVID-19, and his request for early termination of the lease agreement.</p>	<p>and forward to the Board for approval. Motion passed unanimously.</p>
<p><b>4. LPMP - Temporary Lease Agreement – Arrowhead Evaluation Services, Inc.</b></p>	<p>Chris Christensen, CAO, described the suite that Dennis Spurgin is vacating and a temporary two-month lease agreement with Arrowhead Evaluation.</p>	<p><b>Moved and seconded by Chair Matthews and Director Shorr to approve the LPMP – Early Lease Termination Agreement – Dennis Spurgin and forward to the Board for approval.</b> Motion passed unanimously.</p>
<p><b>5. Consulting Services Agreement – Strategies 360 – Voter Education Project - NTE \$30,000</b></p>	<p>Conrado Bárgaza, MD, CEO, explained the request of the Board for Zone 3 with three candidates to increase awareness of the District and engage voters with the District, presenting Strategies 360's background and consulting services agreement not to exceed \$30k.</p> <p>President De Lara suggested, and Director Shorr agrees with a Request for Proposal (RFP) process to engage more organizations in the Coachella Valley, with Dr. Bárgaza explaining the need to use an outside agency for any conflicts with the candidates.</p> <p>Director Matthews explained that with less than two months to the election, Board approval in the 6 weeks up to the election, and the value in engaging voters in such a short</p>	<p><b>Moved and seconded by Chair Matthews and President De Lara to approve LPMP - Temporary Lease Agreement – Arrowhead Evaluation Services, Inc. and forward to the Board for approval.</b> Motion passed unanimously.</p>

**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE  
MEETING MINUTES  
September 08, 2020**

<p><b>6. Retirement Protection Plan - Actuarial Valuation Report – June 30, 2020</b></p>	<p>period that he will not support the proposal.</p> <p>Director Shorr inquired if the District can achieve the goals after the election if the objective is to educate concerning the District due to timing and potential conflicts of interest.</p> <p>President De Lara moved to support the agreement provided that the CEO explain the timing to the Board for getting the information to the voters rapidly as absentee voters tend to move forward quickly with mail-in ballots, but she will also think about its effectiveness in terms of timing.</p> <p>Chair Matthews moved to decline the consulting services agreement, seconded by Director Shorr.</p> <p>Chris Christensen, CAO, described in detail the retirement protection plans actuarial valuation report noting at the bottom of the staff report the actuarial valuation is a present value calculation if every participant received a monthly annuity payment for life, which calculates the total pension liability. The investment account balance is \$4.7M, but the participant balances are \$4.2M. If all participants left their employment today, there</p>	<p><b>Moved and seconded by Chair Matthews and Director Shorr to deny the Consulting Services Agreement – Strategies 360 – Voter Education Project - NTE \$30,000 and forward to the Board for discussion. Motion passed 2-1.</b></p>
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**DESERT HEALTHCARE DISTRICT  
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE  
MEETING MINUTES  
September 08, 2020**

	<p>would be \$597k excess funds for payout. For purposes of accounting principles and the GASB Standards, the pension liability must be reported, but there are sufficient funds to cover the payouts.</p> <p>Director Shorr suggested developing an interpretive footnote that concisely reflects the position for concerned members of the public.</p> <p>Mr. Christensen explained that the GASB Standards and prior audit firm did not allow for a modified footnote. He did inquire with the actuarial firm to determine the net pension calculations to consider the actual payout process for figuring into a more realistic form for future valuations. Mr. Christensen will inquire with the new audit firm, Lund &amp; Guttry, if a modified footnote may be used to inform the public of the actual payout process.</p>	
<b>IV. Adjournment</b>	Chair Matthews adjourned the meeting at 4:30 p.m.	<b>Audio recording available on the website at</b> <a href="http://dhcd.org/Agendas-and-Documents">http://dhcd.org/Agendas-and-Documents</a>

ATTEST: \_\_\_\_\_  
Mark Matthews, Chair/Treasurer Finance & Administration Committee  
Desert Healthcare District Board of Directors

*Minutes respectfully submitted by Andrea S. Hayles, Clerk of the Board*



Date: September 22, 2020  
To: Board of Directors  
Subject: Retirement Protection Plan – Actuarial Valuation Report (GASB Nos. 67 & 68) – June 30, 2020

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**Staff Recommendation:** Information only.

**Background:**

- In 1997, the District's contribution retirement plan for the employees of Desert Hospital (Desert Regional Medical Center) who transitioned to Tenet employees was frozen at the time of the lease with Tenet.
- Terms of the plan requires the District to maintain the participant's funds during employment at Desert Regional (DRMC).
- Participants funds are disbursed at the time of termination of employment.
- Each year, an actuarial valuation is performed by an actuarial firm, Nyhart, to establish the Net Pension Liability to be recorded in the accounting records of the District.
- For valuation purposes per GASB 67 & 68, the Pension Liability assumes the present value of annuity payments to participants for life.
- The valuation report for June 30, 2020 reflects a Net Pension Liability of \$4,604,254.
- The Finance & Administration Committee requested staff inquire of the auditors if a footnote can be added to the audit report that explains the actual distribution process for clarification to the public reader of the audit report.
- The audit firm indicated a footnote disclosure can be included that describes the distribution process providing it does not contradict the Net Pension Liability published in the audit report.
- The Actuarial Valuation Report is included for your review.

**Fiscal Impact:**

None – information only

**Net Pension Liability**

Total Pension Liability	\$9,388,217
Plan Fiduciary Net Position	(4,783,963)
Net Pension Liability	\$4,604,254

Investment Account Balance	\$4,783,963
Participant Balances	(4,186,623)
Excess Funds	\$ 597,340



nyhart  
part of FuturePlan by Ascensus®

# Desert Hospital Retirement Protection Plan

June 30, 2020

GASB Nos. 67 & 68 Report

<b>Actuarial Certification</b>	<b>3</b>
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This report is prepared in accordance with our understanding of GASB Nos. 67 & 68 for the purpose of disclosing pension plans in financial statements. Determinations for purposes other than meeting these requirements may be significantly different from the results contained in this report.

The information presented in this report is based on:

- the actuarial assumptions included in this report;
- the plan provisions;
- participant information furnished to us by the Plan Administrator;
- asset information furnished to us by the Plan Trustee.

We have reviewed the provided data for reasonableness when compared to prior information provided, but have not audited the data. Where relevant data may be missing, we may have made assumptions we believe are reasonable for the purpose of the measurement. We are not aware of any significant issues with and have relied on the data provided. Any errors in the data provided may result in a different result than those provided in this report.

The interest rate, other economic assumptions, and demographic assumptions have been selected by the plan sponsor with our recommendations. The assumptions used, in our opinion, are reasonable and represent a reasonable expectation of future experience under the plan. All calculations have been made in accordance with generally accepted actuarial principles and practice.

A summary of any assumptions not included in this report, the plan provisions and the participant information is included in the Actuarial Valuation Report for funding purposes.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following:

- plan experience differing from that anticipated by the economic or demographic assumptions;
- changes in economic or demographic assumptions;
- increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and
- changes in plan provisions or applicable law.

We did not perform an analysis of the potential range of future measurements due to the limited scope of our engagement.

The undersigned are compliant with the continuing education requirements of the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States.

To our knowledge there have been no significant events prior to the current year's measurement date or as of the date of this report which could materially affect the results contained herein.

Neither Nyhart nor any of its employees have any relationships with the plan or plan sponsor which could impair or appear to impair the objectivity of this report.

Nyhart



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Genevieve Clarke, ASA, EA, MAAA



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Malcolm Merrill, FSA, EA

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07/30/2020

### Net Pension Liability

The components of the net pension liability at June 30

	<u>06/30/2020</u>	<u>06/30/2019</u>
Total pension liability	\$ 9,388,217	\$ 8,309,530
Plan fiduciary net position	(4,783,963)	(4,913,907)
Net pension liability	\$ 4,604,254	\$ 3,395,623
Plan fiduciary net position as a percent of the total pension liability	50.96%	59.14%
Pension Expense for the Fiscal Year Ended June 30	\$ (109,461)	\$ (561,964)

### Actuarial Assumptions

The total pension liability was determined using the following actuarial assumptions

Inflation	2.75%	2.75%
Salary increases, including inflation	0.00%	0.00%
Investment rate of return, including inflation, and net of investment expense	3.77%	4.56%

### Plan Membership

The total pension liability was determined based on the plan membership as of June 30

	<u>2019</u>	<u>2019</u>
Inactive plan members and beneficiaries currently receiving benefits	8	8
Inactive plan members entitled to but not yet receiving benefits	61	61
Active plan members	114	114
Total members	183	183

**Desert Hospital Retirement Protection Plan**  
**GASB Nos. 67 & 68 Report as of Fiscal Year Ending June 30, 2020**  
**Statement of Fiduciary Net Position**

<b>Assets</b>	<b>06/30/2020</b>	<b>06/30/2019</b>
Cash and deposits	\$ 305,434	\$ 63,666
Securities lending cash collateral	0	0
Total cash	\$ 305,434	\$ 63,666
Receivables:		
Contributions	\$ 0	\$ 0
Due from broker for investments sold	0	0
Investment income	0	0
Other	0	0
Total receivables	\$ 0	\$ 0
Investments:		
Domestic fixed income securities	\$ 1,622,025	\$ 1,577,753
Domestic equities	2,050,476	2,169,916
International equities	712,188	910,960
International fixed income securities	101,435	199,801
Total investments	\$ 4,486,124	\$ 4,858,430
Total assets	\$ 4,791,558	\$ 4,922,096
 <b>Liabilities</b>		
Payables:		
Investment management fees	\$ 7,595	\$ 8,189
Due to broker for investments purchased	0	0
Collateral payable for securities lending	0	0
Other	0	0
Total liabilities	\$ 7,595	\$ 8,189
 <b>Net position restricted for pensions</b>	 <b>\$ 4,783,963</b>	 <b>\$ 4,913,907</b>

**Desert Hospital Retirement Protection Plan**  
**GASB Nos. 67 & 68 Report as of Fiscal Year Ending June 30, 2020**  
**Statement of Changes in Fiduciary Net Position**

	<u>06/30/2020</u>	<u>06/30/2019</u>
<b>Additions</b>		
Contributions:		
Employer	\$ 0	\$ 0
Member	0	0
Nonemployer contributing entity	0	0
Total contributions	<u>\$ 0</u>	<u>\$ 0</u>
Investment income:		
Net increase in fair value of investments	\$ (4,863)	\$ 146,984
Interest and dividends	114,527	121,717
Less investment expense, other than from securities lending	<u>(31,524)</u>	<u>(32,836)</u>
Net income other than from securities lending	\$ 78,140	\$ 235,865
Securities lending income	0	0
Less securities lending expense	<u>0</u>	<u>0</u>
Net income from securities lending	<u>\$ 0</u>	<u>\$ 0</u>
Net investment income	<u>\$ 78,140</u>	<u>\$ 235,865</u>
Other	<u>0</u>	<u>0</u>
Total additions	<u>\$ 78,140</u>	<u>\$ 235,865</u>
<b>Deductions</b>		
Benefit payments, including refunds of member contributions	\$ 208,084	\$ 511,792
Administrative expense	0	0
Other	<u>0</u>	<u>0</u>
Total deductions	<u>\$ 208,084</u>	<u>\$ 511,792</u>
<b>Net increase in net position</b>	<u>\$ (129,944)</u>	<u>\$ (275,927)</u>
<b>Net position restricted for pensions</b>		
Beginning of year	4,913,907	5,189,834
End of year	<u>\$ 4,783,963</u>	<u>\$ 4,913,907</u>

Desert Hospital Retirement Protection Plan  
GASB Nos. 67 & 68 Report as of Fiscal Year Ending June 30, 2020  
Schedule of Changes in Net Pension Liability and Related Ratios

	06/30/2020	06/30/2019	06/30/2018	06/30/2017	06/30/2016
<b>Total pension liability</b>					
Service cost	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest	374,170	385,951	399,298	321,990	397,980
Changes of benefit terms	0	0	0	0	0
Differences between expected and actual experience	0	(802,110)	0	(437,093)	(493,455)
Changes of assumptions	912,601	769,854	315,705	(2,852,163)	1,944,607
Benefit payments, including refunds of member contributions	(208,084)	(511,792)	(466,670)	(382,380)	(459,397)
Net change in total pension liability	1,078,687	(158,097)	248,333	(3,349,646)	1,389,735
Total pension liability - beginning	8,309,530	8,467,627	8,219,294	11,568,940	10,179,205
<b>Total pension liability - ending (a)</b>	<b>\$ 9,388,217</b>	<b>\$ 8,309,530</b>	<b>\$ 8,467,627</b>	<b>\$ 8,219,294</b>	<b>\$ 11,568,940</b>
<b>Plan fiduciary net position</b>					
Contributions - employer	\$ 0	\$ 0	\$ 0	\$ 3,400,000	\$ 0
Contributions - member	0	0	0	0	0
Contributions - nonemployer contributing member	0	0	0	0	0
Net investment income	78,140	235,865	347,969	426,828	(6,638)
Benefit payments, including refunds of member contributions	(208,084)	(511,792)	(466,670)	(382,380)	(459,397)
Administrative expenses	0	0	(35,638)	(24,513)	(14,983)
Other	0	0	0	0	0
Net change in plan fiduciary net position	\$ (129,944)	\$ (275,927)	\$ (154,339)	\$ 3,419,935	\$ (481,018)
Plan fiduciary net position - beginning	4,913,907	5,189,834	5,344,173	1,924,238	2,405,256
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 4,783,963</b>	<b>\$ 4,913,907</b>	<b>\$ 5,189,834</b>	<b>\$ 5,344,173</b>	<b>\$ 1,924,238</b>
<b>Net pension liability - ending (a) - (b)</b>	<b>\$ 4,604,254</b>	<b>\$ 3,395,623</b>	<b>\$ 3,277,793</b>	<b>\$ 2,875,121</b>	<b>\$ 9,644,702</b>
Plan fiduciary net position as a percentage of the total pension liability	50.96%	59.14%	61.29%	65.02%	16.63%
Covered-employee payroll	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable
Net pension liability as percentage of covered-employee payroll	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

	<u>06/30/2015</u>
<b>Total pension liability</b>	
Service cost	\$ 0
Interest	418,035
Changes of benefit terms	0
Differences between expected and actual experience	(537,578)
Changes of assumptions	0
Benefit payments, including refunds of member contributions	(304,264)
Net change in total pension liability	<u>(423,807)</u>
Total pension liability - beginning	<u>10,603,012</u>
<b>Total pension liability - ending (a)</b>	<b>\$ 10,179,205</b>
<b>Plan fiduciary net position</b>	
Contributions - employer	\$ 0
Contributions - member	0
Contributions - nonemployer contributing member	0
Net investment income	70,805
Benefit payments, including refunds of member contributions	(304,264)
Administrative expenses	(17,892)
Other	0
Net change in plan fiduciary net position	<u>\$ (251,351)</u>
Plan fiduciary net position - beginning	<u>2,656,607</u>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 2,405,256</b>
<b>Net pension liability - ending (a) - (b)</b>	<b>\$7,773,949</b>
Plan fiduciary net position as a percentage of the total pension liability	23.63%
Covered-employee payroll	Not Applicable
Net pension liability as percentage of covered-employee payroll	Not Applicable

Fiscal year ending	<u>06/30/2020</u>	<u>06/30/2019</u>
Service cost	\$ 0	\$ 0
Interest on total pension liability	374,170	385,951
Projected earnings on pension plan investments	(328,033)	(336,495)
Changes of benefit terms	0	0
Employee contributions	0	0
Pension plan administrative expense	0	0
Other changes	0	0
Current period recognition of deferred outflows/(inflows) of resources		
Differences between Expected & Actual Experience in measurement of the Total Pension Liability	\$ (475,335)	\$ (582,848)
Changes of assumptions	315,627	11,424
Differences between Projected & Actual Earnings on Pension Plan Investments	4,110	(39,996)
Total	<u>\$ (109,461)</u>	<u>\$ (561,964)</u>



**Desert Hospital Retirement Protection Plan**  
**GASB Nos. 67 & 68 Report as of Fiscal Year Ending June 30, 2020**  
**Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

Differences between expected and actual experience in measurement of the total pension liability for fiscal year ending:	Initial Balance	Initial Amortization Period	Annual Recognition	06/30/2020 Balance
June 30, 2020	\$ 0	3.0	\$ 0	\$ 0
June 30, 2019	\$ (802,110)	3.0	\$ (267,370)	\$ (267,370)
June 30, 2017	\$ (437,093)	4.0	\$ (109,274)	\$ 0
June 30, 2016	\$ (493,455)	5.0	\$ (98,691)	\$ 0
			<u>\$ (475,335)</u>	<u>\$ (267,370)</u>

Changes in assumptions for fiscal year ending:	Initial Balance	Initial Amortization Period	Annual Recognition	06/30/2020 Balance
June 30, 2020	\$ 912,601	3.0	\$ 304,200	\$ 608,401
June 30, 2019	\$ 769,854	3.0	\$ 256,618	\$ 256,618
June 30, 2018	\$ 315,705	4.0	\$ 78,926	\$ 78,927
June 30, 2017	\$ (2,852,163)	4.0	\$ (713,040)	\$ 0
June 30, 2016	\$ 1,944,607	5.0	\$ 388,923	\$ 0
			<u>\$ 315,627</u>	<u>\$ 943,946</u>

Differences between projected and actual earnings on pension plan investments for fiscal year ending:	Initial Balance	Initial Amortization Period	Annual Recognition	06/30/2020 Balance
June 30, 2020	\$ 249,893	5.0	\$ 49,979	\$ 199,914
June 30, 2019	\$ 100,630	5.0	\$ 20,126	\$ 60,378
June 30, 2018	\$ (93,318)	5.0	\$ (18,664)	\$ (37,326)
June 30, 2017	\$ (330,020)	5.0	\$ (66,004)	\$ (66,004)
June 30, 2016	\$ 93,361	5.0	\$ 18,673	\$ 0
			<u>\$ 4,110</u>	<u>\$ 156,962</u>

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 0	\$ (267,370)
Changes of Assumptions	\$ 943,946	\$ 0
Net difference between projected and actual earnings on pension plan investments	\$ 260,292	\$ (103,330)
	<u>\$ 1,204,238</u>	<u>\$ (370,700)</u>

The balances as of June 30, 2020 of the deferred outflows/(inflows) of resources will be recognized in pension expense for the fiscal year ending June 30.

6/30/2021	\$ 357,812
6/30/2022	\$ 355,644
6/30/2023	\$ 70,105
6/30/2024	\$ 49,977
6/30/2025	\$ 0
Thereafter	\$ 0

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These expected future real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2020 are summarized in the following table:

Asset class	Target allocation	Long-term expected real rate of return
Domestic fixed income securities Domestic	36.0%	2.50%
equities	45.0%	5.50%
International equities	15.0%	6.50%
International fixed income securities Cash	2.0%	2.50%
Total	2.0%	0.00%
	<hr/> 100.0%	

Long-term expected rate of return is 6.82%.

Money-weighted rate of return for the fiscal year was 1.62%.

**Discount rate**

The discount rate used to measure the total pension liability was 3.77%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Professional judgment on future contributions has been applied in those cases where contribution patterns deviate from the actuarially determined rates. Based on those assumptions, the pension plan's fiduciary net position was projected to be depleted for current members during the 2036-2037 fiscal year. Therefore, the long-term expected rate of return 6.82% was used to discount funded projected benefit payments and the municipal bond rate 2.45% was used to discount unfunded projected benefit payments to determine the total pension liability. The single effective discount rate was 3.77%.

Note the discount rate changed from 4.56% as of June 30, 2019 to 3.77% as of June 30, 2020 measurement date.

**Sensitivity of the net pension liability to changes in the discount rate**

The following presents the net pension liability, calculated using the discount rate of 3.77%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.77%) or 1-percentage-point higher (4.77%) than the current rate:

	<b>1% Decrease (2.77%)</b>	<b>Current Discount Rate (3.77%)</b>	<b>1% Increase (4.77%)</b>
Net pension liability	\$ 5,988,086	\$ 4,604,254	\$ 3,471,841

Desert Hospital Retirement Protection Plan  
GASB Nos. 67 & 68 Report as of Fiscal Year Ending June 30, 2020  
Schedule of Contributions

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Actuarially determined contribution	\$ 366,275	\$ 288,378	\$ 288,378	\$ 928,460	\$ 928,460
Contributions in relation to the actuarially determined contribution	0	0	0	3,400,000	0
<b>Contribution deficiency (excess)</b>	<b>\$ 366,275</b>	<b>\$ 288,378</b>	<b>\$ 288,378</b>	<b>\$ (2,471,540)</b>	<b>\$ 928,460</b>
Covered-employee payroll	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributions as a percentage of covered-employee payroll					

	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Actuarially determined contribution	\$ 1,631,186	\$ 1,631,186	\$ 0	\$ 0	\$ 0
Contributions in relation to the actuarially determined contribution	0	0	0	0	0
<b>Contribution deficiency (excess)</b>	<b>\$ 1,631,186</b>	<b>\$ 1,631,186</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
Covered-employee payroll	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contributions as a percentage of covered-employee payroll					

The total pension liability as of June 30, 2020 was determined using the following actuarial assumptions:

Inflation	2.75%
Discount rate	3.77%, net of pension plan investment expense, including inflation.
Measurement date	June 30, 2020, based on a valuation date of June 30, 2019.
Ad-hoc cost-of-living increases	Not applicable.
Mortality	<div>Pre-Retirement:       None.</div> <div>Post-Retirement:     PubG-2010 sex distinct mortality tables projected generationally with Scale MP-2018.</div>

As the plan is not large enough to have credible experience, mortality assumptions are set to reflect general population trends.

Experience study	Given the size of the plan, there is not enough data available to conduct a credible experience study. The assumptions are not anticipated to produce significant cumulative actuarial gains or losses over time. The liabilities and data are analyzed each year in order to identify any trends of experience deviating from the actuarial assumptions. The plan is frozen to new participants and benefit accruals.
Retirement	100% retirement at age 65.
Termination	Participants* are assumed to work until Normal Retirement Age.
Other assumptions	See actuarial assumptions provided in the June 30, 2019 funding valuation for other relevant assumptions.

\* Former Desert Hospital employees employed with Tenet Healthsystem Desert, Inc.

The actuarially determined contributions as of June 30, 2020 was determined using the following actuarial assumptions:

Inflation	2.75%
Discount rate	6.82%, net of pension plan investment expense, including inflation.
Measurement date	June 30, 2019, based on a valuation date of June 30, 2019.
Ad-hoc cost-of-living increases	Not applicable.
Mortality	<div>Pre-Retirement:       None.</div> <div>Post-Retirement:     PubG-2010 sex distinct mortality tables projected generationally with Scale MP-2018.</div>
As the plan is not large enough to have credible experience, mortality assumptions are set to reflect general population trends.	
Experience study	Given the size of the plan, there is not enough data available to conduct a credible experience study. The assumptions are not anticipated to produce significant cumulative actuarial gains or losses over time. The liabilities and data are analyzed each year in order to identify any trends of experience deviating from the actuarial assumptions. The plan is frozen to new participants and benefit accruals.
Retirement	100% retirement at age 65.
Termination	Participants* are assumed to work until Normal Retirement Age.
Other assumptions	See actuarial assumptions provided in the June 30, 2019 funding valuation for other relevant assumptions.

\* Former Desert Hospital employees employed with Tenet Healthsystem Desert, Inc.

The Plan provisions used for measuring liabilities in this report match those shown in the June 30, 2019 funding valuation.





**DESERT HEALTHCARE**  
**DISTRICT & FOUNDATION**

Date: September 22, 2020

To: Board of Directors

Subject: Consulting Service Agreement – Strategies 360 (S360) – Voter Education  
November 2020 Election

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**Staff Recommendation:** Consideration to approve the Consulting Services Agreement for Strategies 360 for Voter Education in Zone 3 for the District's Board of Director November 2020 election.

**Background:**

- At the August 25, 2020 Board of Director's meeting, the Board recommended utilizing \$30,000 of the election budget towards an education project for the District's Board of Director November 2020 election.
- The increased attention in national politics creates an opportunity to inform residents about the District's work during this pandemic and remind people to vote. It is also an opportunity to address COVID-19 related fears, which may potentially keep people away from the polls, and play a strong role in informing people on how to stay safe while participating in our democratic processes.
- The educational project will aim to heighten awareness of the Desert Healthcare District's lifesaving work made available to the residents of the Coachella Valley.
- The program will target registered voters within Zone 3 of the Desert Healthcare District, which will be electing a new director.
- At the September 8, 2020 F&A Committee meeting, Staff recommended approval of the Consulting Services Agreement for S360 and the educational program.
- *Discussion by the Finance & Administration Committee included:*
  - *President De Lara suggested a Request for Proposal (RFP) Process, supported by Director Shorr, to engage more local organizations. However, Director Matthews indicated that with the election less than 2 months away, insufficient time is available to conduct a RFP. Conrado Barzaga expressed the need to utilize a non-local firm to avoid potential conflict of interest with candidates.*
  - *Subsequently, President De Lara indicated support of the agreement provided the CEO explain the timing for getting the information to the voters rapidly with mail-in ballots coming out soon.*
  - *Director Matthews moved to decline the consulting services agreement, seconded by Director Shorr.*
  - *It was recommended that a full board discussion takes place at the September 22 Board meeting.*
- Staff has had subsequent conversations with S-360 to ensure the project is feasible and it can be timely implemented within a short timeframe.
- Draft Consulting Services Agreement and Proposal (Exhibit A) are included for review.

**Fiscal Impact:**

\$30,000 to be expended from the Board Election Fees budget.

## **CONSULTING SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is entered into by and between Desert Healthcare District (“District”), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and Strategies 360, Inc., (“Consultant”) as follows:

### **R-E-C-I-T-A-L-S**

1. District would like to retain the professional services of Consultant to heighten awareness of the Desert Healthcare District and Foundation in Zone 3 for the November 2020 District Board Member election.
2. Consultant has worked with special districts and governmental agencies for many years and is qualified and possesses the knowledge, skill, expertise, necessary to provide the professional services (“Services”) as more specifically outlined in the attached Exhibit “A” (“Consultant Proposal”).

### **C-O-V-E-N-A-N-T-S**

#### **1. CONSULTANT’S SERVICES.**

1.1 Services. Consultant shall provide all labor, materials, equipment, and incidentals necessary to fully and adequately provide the District and the Desert Healthcare District (“District”) with the professional services described in the Consultant Proposal. All Services shall be performed by Consultant to the reasonable satisfaction of the District.

1.2 Compliance with Laws. In performing the Services, Consultant shall, at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the Services.

1.3 Performance Standard. Consultant shall perform the Services with efficiency and diligence and shall execute the Services in accordance with the standards of Consultant’s profession, generally described as that degree of skill and care ordinarily exercised by professionals providing similar services as Consultant practicing in California.

1.4 District and Foundation’s Representative. For purposes of this Agreement, the District and Foundation’s Representative shall be District’s Chief Executive Officer Conrado Barzaga, located at 1140 North Indian Canyon Drive, Palm Springs, CA 92262. All amendments to this Agreement shall be approved by the District Board.

## **2. FEES AND PAYMENTS.**

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant a Not To Exceed amount of \$30,000, plus customary expenses.

2.2 Invoices. Consultant shall deliver monthly invoices to the District no later than the 10th day of each month for Services.

2.3 Payment. The District shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts. The parties shall expeditiously resolve the subject of any disputed amounts by way of negotiation or, if necessary, mediation. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services.

## **3. TERM; TERMINATION.**

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed until November 3, 2020, subject to Section 1.3 above or the District's right to terminate sooner for convenience.

3.2 Termination for Convenience. District may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing notice to Consultant of its intention to terminate the Agreement for convenience. So long as Consultant is not in default under this Agreement at the time of such termination, District shall pay Consultant for all Services incurred up to and including the date of termination.

## **4. INDEPENDENT CONTRACTOR.**

District has retained Consultant to provide, and Consultant shall perform, the Services as an independent contractor maintaining exclusive direction and control over its employees; and, no personnel utilized by Consultant to perform the Services are employees of the District.

## **5. OWNERSHIP OF DOCUMENTS.**

All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, documents, data, ledgers, journals and reports prepared by Consultant as a part of Consultant's Services shall belong to and be subject to the sole ownership and use of the District. The provisions of this Paragraph 5 shall survive any termination of this Agreement.

## **6. INDEMNIFICATION.**

Consultant agrees to indemnify and hold the District and Foundation, its governing body, officers, employees, representatives, agents, successors and assigns (collectively the District/Foundation Indemnities), harmless from and against any and all losses, liabilities, claims, causes of action or costs and expenses of whatever nature or kind, incurred or suffered by the District or the District/Foundation Indemnities including indemnity claims arising by reason of any personal injury of any person or property loss, loss of use, or damage, to the extent the same arise out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, or representatives, relating to the performance of the services outlined in this Agreement.

## **7. NOTICE.**

All notices to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when personally served or two days after mailing by certified, return receipt requested, to the following addresses:

To: District  
Desert Healthcare District  
Attention: Conrado Barzaga, Chief Executive Officer  
1140 N. Indian Canyon Drive  
Palm Springs, California 92262

To: Consultant  
Strategies 360, Inc.  
Attention: Areen Ibranossian, Senior Vice President, Southern California  
714 W Olympic Boulevard, Suite 204  
Los Angeles, California 90015

## **8. MISCELLANEOUS PROVISIONS.**

8.1 Venue. Venue shall lie only in the federal or state courts nearest to the City of Palm Springs, in the County of Riverside, State of California.

8.2 Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.

8.3 Entire Agreement. This Agreement, together with all Schedules attached, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in

conflict with this Agreement, are intended to be replaced in total by this Agreement and its schedules.

8.4 Assignment. Consultant shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District. Nothing in this Agreement shall obligate the District to give such consent. Any purported assignment without the District's consent shall be void.

8.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

8.6 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

This Agreement is entered into in the County of Riverside, State of California.

"District":

Desert Healthcare District

By: \_\_\_\_\_  
Leticia DeLara, President

Date: \_\_\_\_\_

"Consultant":

Stragies 360, Inc.

By: \_\_\_\_\_  
Areen Ibranossian, Senior Vice  
President

Date: \_\_\_\_\_



# EXHIBIT A

## *Desert Healthcare District and Foundation Education Project*

### *Strategies 360 Proposal*

## *Educational Program*

Strategies 360 will execute an educational program to heighten awareness of the lifesaving work the Desert Healthcare District and Foundation provides to the Coachella Valley, the value the District directly adds in advocating for and securing new healthcare providers, facilities and services, and why voting is critical this year. We will directly target residents within Desert Healthcare District Zone 3.

We will utilize the following methods to accomplish this goal:

- Education via direct mail
- Targeted digital and social media advertising

There are 36,298 registered voters in the Desert Healthcare District Zone 3 (DHD) as of last week. Due to the extreme partisan nature of the November 2020 Presidential election, the Governor of California's Executive Order to send everyone a mail-in ballot, and the fear of voting in person due to COVID-19, turnout is difficult to predict.

In November 2016, 24,609 or 67.8% of registered voters cast a ballot. In November 2018, 23,877 or 65.8% registered voters cast a ballot. This voting trend indicates that excitement to vote will once again be very high. Our recommendation is to prepare for 77.5% turnout or 28,147 voters this November.

The increased attention in national politics creates an opportunity to inform residents about the Desert Healthcare District and Foundation's work during this pandemic and remind people to vote. With fear of COVID potentially keeping people away from the polls, the Desert Healthcare District and Foundation must play a strong role in informing people of how to stay safe and how to participate in our democracy.

Strategies 360 will also launch a highly targeted and culturally sensitive outreach educational program to Latinos within Zone 3. Making up 17.2% of registered voters, we will utilize Spanish language digital and mail to raise awareness of the election and the everyday importance Desert Healthcare District and Foundation plays in their lives.

## *Mail, Digital Media, & Total Cost*

Strategies 360 recommends a heavy focus on mail with a supplemental digital ad campaign. With a limited budget, a persuasive mail program will provide the most cost-efficient system to deliver much needed educational information to voters, ensuring they understand the great work the Desert Healthcare District and Foundation does and how voting in the election will support that positive work.

People still glance at mail, hold it in their hands, and decide on whether to read more or throw it out. Digital advertising, while a great supplement to providing channels of information, requires an active role of the voter to click on ads to get more information – a 2-step process that is fundamentally different than mail. With a limited budget, one method of information delivery must be prioritized to ensure it is done well: we believe mail is the best approach as the primary vehicle for information.

### **MAIL**

We will craft and send one 8.5x11 mail piece and one 5x7 mailer to our universe of 18,000 mailboxes that tells residents your story. Through our mailer, we will introduce the Desert Healthcare District and Foundation, demonstrate its daily value, and remind people why voting is important.

We will also send one bilingual 5x7 mail piece to an estimated 6,000 mailboxes to increase awareness within the Latino community.

Since it has become clear that the United States Postal Service has been forced into a slowdown and voters are anxious to make sure their vote counts, we recommend front loading our mail earlier in the election cycle than normal.

Estimated cost for three pieces is \$22,500.

### **DIGITAL MEDIA PLAN**

The online marketing objectives for this education program would be:

- Broadcast our message across numerous digital channels and platforms
- Build lists of supporters through social media
- Educate voters on the value provided by Desert Healthcare District and Foundation
- Inform residents of the upcoming election
- Culturally sensitive outreach to Latinos
- Aim for about 10 touches per resident of our messaging

### **TOTAL COST**

- Strategies 360 Retainer = \$5,000
- Mail Costs = \$22,500
- Digital Marketing = \$2,500

**TOTAL = \$30,000**



## *Timeline*

### **WEEK OF 9/20 – 9/26**

Message development and approval.

### **WEEK OF 9/27 – 10/3**

Digital ad campaign approval process.  
Design and production of mail pieces.

8.5x11 Introduction  
5x7 Vote Reminder  
5x7 Bilingual

### **WEEK OF 10/4 – 10/10**

*Ballots mailed out.*

8.5x11 introduction mailer sent out hitting mailboxes before mail ballots hit mailboxes.  
Digital ads start – estimated \$80/day.

### **WEEK OF 10/11 – 10/17**

Digital ads continue - estimated \$80/day.

### **WEEK OF 10/18 – 10/24**

5x7 vote reminder mailer sent out.  
5x7 bilingual mailer sent out.  
Digital ads continue - estimated \$80/day.

### **WEEK OF 10/25 – 10/31**

Digital ads switch to remind voters how to vote - estimated \$80/day.

### **WEEK OF 11/1 – 11/3**

*Election Day*

Digital ads continue - estimated \$80/day.

# *Resumes*

## *Areen Ibranossian*

Areen served as Chief of Staff to Los Angeles City Councilmember Paul Krekorian. Here, he oversaw all aspects of the office's policy portfolio, with a focus on the city's multi-billion-dollar budget, job creation, communications, and policy development. In this capacity, Areen was integral to creating the city's newly founded Job and Economic Development Incentive (JEDI) Zones to spur business development across Los Angeles. He was also the Councilmember's chief advisor for the City Council Committee on the Energy and Environment, which oversees the L.A. Department of Water and Power. He also served as campaign manager for Councilmember Krekorian's successful City Council bid in 2009.

Areen's experience in LA City Hall extends back to 2003 when he worked for then-LA City Councilmember Antonio Villaraigosa. He went on to serve in Villaraigosa's mayoral administration as special assistant to the mayor, as well as a budget analyst in the mayor's budget and finance shop. Areen has an extensive background in campaigns and communications, having worked on numerous local races at the local and national levels, including President Barack Obama's 2008 campaign, along with campaigns for Congressman Adam Schiff, Mayor Villaraigosa, and many others. In addition, Areen has extensive background in statewide policy initiatives and coalition building, playing key roles in advocating for the California Film and Television Production Tax Incentive bills signed into law by Governor Jerry Brown, the creation of a California Trade Office system, and the inclusion of the Armenian Genocide in state education curriculum.

### **EMPLOYMENT EXPERIENCE**

**Strategies 360** – Southern California  
Senior Vice President, Present

**City of Los Angeles – Office of Councilmember Paul Krekorian** Chief of Staff

**City of Los Angeles – Office of Mayor Antonio R. Villaraigosa**  
Special Assistant



**Senior Vice President,  
Southern California**

### **PROJECT ROLE**

Areen will serve as lead strategist.

### **EDUCATION & LEADERSHIP TRAINING**

University of Southern California  
M.A. Public Policy

University of California, Los Angeles  
B.A. History

### **ASSOCIATIONS**

America We Thank You –  
A Tribute to Near East Relief,

Founding member and  
executive board member

2014 - present

## *Brian Stedje-Stroud*

Brian's 15-year career has spanned government, public relations, public affairs and campaign consulting. As Strategies 360's Vice President of the Southern California office, his winning record delivers a wealth of real-world expertise for clients. He even provided crisis communications during an attempted coup and survived to tell the tale.

While working for the California State Assembly, Brian successfully oversaw all outreach and coalition building in support of Assemblymember Nazarian's legislative and political agenda, an aggressive digital campaign, and successfully pitched over a hundred stories to national and local news media.

Brian cut his teeth in New York, where he managed three shocking victories for new State Senate candidates. Those campaigns flipped the New York State Senate to Democratic control for the first time in over 40 years. He then joined the New York State Senate Majority as Deputy Communications Director. There he developed and implemented multi-media plans utilizing traditional media, social media, grassroots engagement, and mail programs for State Senators in must-win districts.

### **EMPLOYMENT EXPERIENCE**

**Strategies 360** – Southern California  
Vice President, 2019 – Present

**Office of Assemblymember Adrin Nazarian**  
District Director, 2014 – 2019

**Davies Public Affairs**  
Project Manager, 2012 – 2014

**New York State Senate**  
Deputy Communications Director, 2008 – 2010



**Vice President, Southern California**

### **PROJECT ROLE**

Brian will coordinate paid operations.

### **EDUCATION**

American University  
B.A. Political Science

### **LEADERSHIP**

City of Santa Monica  
Social Service Commissioner,

Northern Los Angeles River &  
Tributary Working Group  
Member

## *Ylenia Aguilar*

With over 15 years as a professional translator/interpreter, Ylenia has dedicated herself to building connections on behalf of diverse communities. She has worked to ensure equitable access in education, healthcare, and public services through translation—acting as a medical and legal interpreter for multiple state and federal agencies, as well as private and non-profit groups. Ylenia has been selected for this project team because her expertise in multicultural communication helps us make sure we are communicating effectively with the diverse communities served by the District.

### **EMPLOYMENT EXPERIENCE**

#### **Strategies 360**

Vice President, Present

#### **Ylenia Aguilar Services**

Owner and Consultant, 2016 - 2019

### **LEADERSHIP**

Osborn School District  
#8 Governing Board Member (current President)  
2016 - 2020

Save Our Schools Arizona Network  
Chair, 2019 , Board Member, 2019

Kids at Hope  
Board Member, 2019

Osborn Educational Foundation  
Board Member, 2016

Legacy Foundation Chris Town - YMCA  
Advisory Board Member and Chair, 2016

Clarendon Elementary Site Council  
Member, March 2016



**Vice President, S360 Cultura**

### **PROJECT ROLE**

Ylenia will provide recommendations for strategic cultural engagement and translation services.

### **EDUCATION & LEADERSHIP TRAINING**

University of Arizona  
B.A., Latin American Studies

### **ASSOCIATIONS**

National Association of Latino Elected Officials (NALEO)  
Arizona Leadership Academy Cohort, 2019-2020

Valley Leadership Institute, Class 39, Phoenix, Arizona

LULAC 2018 National Convention, AZ,

UNIDOS US Annual Conference, Washington, D.C., 2018,

National Association of Latino Elected Officials (NALEO) Annual Conference, Phoenix, Arizona, 2016 and 2018

Education Leaders of Color, 2017, 2018

## *Christopher Antonelli*

Christopher brings over 25 years of experience as a communications professional to the Strategies 360 California team. As the Director of Community and Political Engagement, he supports clients with public relations, engagement strategies and outreach activities that drive positive reception for client projects.

In his career, Christopher has been responsible for overseeing political and public relations campaigns, stakeholder engagement for various public improvement projects and outreach activities on behalf of members of the California State Assembly Democratic Caucus. He has worked effectively with elected officials at the local, state and federal level to achieve lasting positive change for California.

As Statewide Director for the California Vote Project, Christopher led voter registration and voter outreach activities in the 2014, 2016 & 2018 election cycles that resulted in the addition of over 11,000 new voters to the voter rolls. In addition to adding new voters to the voter rolls, these outreach efforts resulted in substantially increased voter participation rates amongst individuals likely not to participate in elections.

### **EMPLOYMENT EXPERIENCE**

#### **Strategies 360 – California**

Director of Community and Political Engagement  
2019 – Present

#### **Lee Andrews Group**

Senior Account Executive, 2018 – 2019

#### **Political Campaign Management**

Campaign Manager, 1992 – 2018

#### **California State Assembly –**

#### **Office of Speaker John Perez**

Special Assistant to Speaker and  
Statewide Director for the California Vote Project  
2011 – 2018



**CA Director of Community and  
Political Engagement**

### **PROJECT ROLE**

Christopher will oversee and advise community & grassroots engagement.

### **EDUCATION & LEADERSHIP TRAINING**

University, of California, Davis  
B.A. Classics and Classical  
Languages, Literatures and  
Linguistics

National University  
California Single Subject  
Teaching Credential

## *Talar Alexanian*

With years of experience shaping advocacy and policy, Talar is well-versed in crafting targeted, results-oriented strategies that advance issues and drive action.

Her skills in stakeholder engagement, grassroots mobilization, government affairs, social media messaging and event management at the local, state and federal level drive meaningful outcomes for Strategies 360's clients. Prior to consulting, Talar spent years advocating for affordable, accessible, equitable and high-quality public higher education.

As an appointee of Governor Jerry Brown on the California State University (CSU) Board of Trustees, Talar shaped policies for the largest four-year public university system in the United States. More recently, Talar led communication, advocacy and policy efforts of the University of California (UC) students on the state and federal level. Her efforts resulted in state reinvestment of public dollars to both university systems and the first decrease in UC student tuition in nearly two decades.

### **EMPLOYMENT EXPERIENCE**

#### **Strategies 360 – Southern California**

Senior Associate, 2019 – Present

Associate, 2018 – 2019

#### **University of California Student Association**

Government Affairs Director, 2016 – 2018

#### **Coro Southern California**

Program Manager, Innovate x Water Conference  
2016

### **LEADERSHIP**

Coro Fellowship in Public Affairs | Fellow  
2015-2016

California State University – Board of Trustees |  
Trustee, 2013-2015



**Senior Associate,  
Southern California**

### **PROJECT ROLE**

Talar will provide community relations support.

### **EDUCATION & LEADERSHIP TRAINING**

California State University,  
Northridge

B.A. Journalism – Public Relations  
Minor in Political Science

Panetta Institute for Public Policy

### **ASSOCIATIONS**

Armenian Professional Society,  
Professional Events Director



**Date:** August 24, 2020

**DHCD Progress Report #2020-2 for reporting period:** April 1, 2020 to June 30, 2020

**Grantee:** Coachella Valley Association of Governments (CVAG)

**Project Title:** CV Link Project

**Project Manager/ Contact:** Martin Magaña, CVAG Director of Transportation ([mmagana@cvag.org](mailto:mmagana@cvag.org)) or Erica Felci, Assistant to the Executive Director ([efelci@cvag.org](mailto:efelci@cvag.org))

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**1. Provide a brief summary of the organization and the objectives of the project.**

The Coachella Valley Association of Governments (CVAG) is a regional Joint Powers Authority that serves the nine cities, the County of Riverside, and three Indian Tribes within the Coachella Valley. CVAG's jurisdiction stretches across eastern Riverside County, and its membership includes the City of Blythe on the California-Arizona border.

CV Link is an alternative transportation corridor that runs generally along the levee of the Whitewater River that will ultimately stretch from the northwest corner of the CVAG area (Desert Hot Springs) to the southeast corner (the Salton Sea). The core project will generally stretch from the City of Palm Springs to the City of Coachella. The project approved under the Final Environmental Impact Report is more than 40 miles but does not extend through the Cities of Rancho Mirage or Indian Wells. It will provide significant environmental, health, and economic benefits to generations of current and future residents and visitors. CV Link will connect users to employment centers, shopping centers, schools, and recreational opportunities. Dual paths are planned to accommodate bicycles, low-speed electric vehicles and pedestrians. This alternative transportation corridor will enable healthier lifestyles, spur economic innovation, and make the Coachella Valley a more sustainable and appealing place to live, work and play.

**2. Summarize work completed during reporting period.**

The second quarter of 2020 was filled with significant momentum for CV Link.

Since CVAG received an allocation of \$29.447 million in Active Transportation Program and State Transportation Improvement Program for construction of CV Link from the California Transportation Commission (CTC) earlier this year, CVAG has been working with their construction manager, Anser Advisory Group, to prepare the construction plans for CV Link





(Segment 1), to go out to bid. Approximately 13.5 miles in the cities of Palm Springs, Palm Desert, La Quinta, Indio, and Coachella as well as unincorporated Riverside County is anticipated to start construction in late 2020. On June 3, 2020, CVAG published a notice to all bidders related to the release of the construction plans for CV Link (Segment 1). Bids are due August 10, 2020. CVAG anticipates awarding a construction contract in the next quarter and will report back on its status.

In addition, under the terms of a cooperative agreement that was approved between CVAG and the City of Palm Desert, the city is the lead on the on-street construction of an additional 3.5 miles of CV Link in city limits. Anser Advisory Group was also hired by the City of Palm Desert for the city-led construction of CV Link. The firm was chosen through a competitive request for proposals process. CVAG worked with Anser and the City of Palm Desert to get the on-street work in Palm Desert out to bid. The bid package was released on March 30, 2020 with bid submittals due on May 12, 2020. The City only received one bid. The bid was from Granite Construction Company for \$6,419,133, including contingency. The city conducted its bidding according to the terms of the cooperative agreement between CVAG and the City and anticipates approval of the contract in July 2020. The city anticipates being under construction by Fall 2020. This will provide additional access to the 3.5 miles of the project that have already been built in the cities of Cathedral City and Palm Springs.

In addition, CVAG continues to work with the County of Riverside's Economic Development Agency (EDA) on acquiring right-of-way for the remainder of the project. CVAG has obtained additional right-of-way in this reporting period, which will allow for additional miles to be constructed through a change order to be awarded to the construction contractor later this year.

### **3. What challenges and opportunities have you encountered in accomplishing this portion of your Scope of Work?**

The second quarter of 2020 continued to provide challenges with the acquisition of right-of-way. This continues to be a lengthy process and CVAG and our partners continue to make headway through this complicated process. CVAG had anticipated including approximately four additional miles to the 13.5 miles in its bid package.

Like every other agency, CVAG staff also had to adjust to the public health crisis caused by the COVID-19 virus. By mid-March, CVAG staff was working remotely in order to adhere to the social distancing and quarantine restrictions that were set by the Riverside County Public Health Officer. While the work environment changed, it was not stalled or delayed. CVAG is highly mindful that keeping large construction projects like CV Link on schedule is an important part of helping the economy rebound. This unprecedented public health crisis also further demonstrated how vital it is for our community to have access to safe routes for



walking, biking or riding in golf carts and low-speed neighborhood electric vehicles. Projects like CV Link are wide enough to allow for social distancing while encouraging people, who are wearing facial coverings, to get out and stay active and stay healthy. CVAG staff anticipates coming back to work in the office on a limited basis and will provide an update on this in the next quarterly report.

#### **4. Is your project on schedule?**

Yes. The project schedule was revised with the CTC in January 2020 to establish a segmenting plan. CVAG is on pace to start construction on CV Link to deliver more miles than initially anticipated later this year.

#### **5. Provide an update on the financial report for the project.**

CVAG has received funding from an array of sources, which is reflective of the broad support the project has. Funding to date:

State Active Transportation Program:	\$21,692,000
CVAG Transportation Funds:	\$20,000,000
State Transportation Improvement Program:	\$18,655,000
South Coast Air Quality Mitigation District:	\$17,400,000
Federal Congestion Mitigation and Air Quality:	\$12,600,000
Desert Healthcare District:	\$10,000,000
California Strategic Growth Council:	\$1,000,000
Riverside County Parks:	\$750,000
Bicycle Transportation Account Grant:	\$748,500 (secured w/Cathedral City)
Caltrans Environmental Justice Grant:	\$291,000 (secured w/Palm Desert)

#### **6. Work planned for next reporting period.**

In the next reporting period, CVAG anticipates the following milestones:

1. Work with the City of Palm Desert to award the on-street construction contract for approximately 3 miles of CV Link.
2. Work with Anser Advisory Group to award a contract to the lowest qualified bidder for the 13.5 miles identified in the CTC-approved segmenting plan as well as additional segments that have been obtained by completing right-of-way ahead of schedule. As of today, CVAG anticipates adding as much as 4 additional miles, bringing the total to an estimated 17.5 miles. In addition, when the City awards a construction contract to



Granite Construction Company for the City's on-street project, it will provide an additional 3.5 miles, bring the total to just over 20 miles.

3. Acquire additional right of way for future segments of CV Link.

As always, CVAG welcomes input on any of these issues, as your feedback as a participatory partner in the project is important to our progress and the finalization of the right of way and construction of CV Link.

## **7. Invoice for FY 2019/ 2020**

CVAG and the Desert Healthcare District/ Foundation have an executed grant contract that was approved by the District Board. Per the terms of the funding schedule, CVAG submitted its first invoice to the District in June 2020.

The invoice is consistent with the terms of payment that were outlined in the grant agreement. The amount included does not exceed the \$1.67 million that is allowed each fiscal year and reflects costs that CVAG has already incurred. The work detailed in the invoice was completed for the project to further public access related to public health and wellness in the communities served by the DHCD. The work is all tied to design, right of way and/or easements, community engagement and outreach, and construction of CV Link within DHCD boundaries. CVAG has not, and will not, include any reimbursement requests for general operating expenses.

Please let us know if you need additional information or details on any item. Although the COVID-19 pandemic has altered working conditions, CVAG staff is available. Martin Magaña, Transportation Director can best be reached at (760) 831-3215 or at [mmagana@cvag.org](mailto:mmagana@cvag.org) and Erica Felci, Assistant to the Executive Director, can also be reached at (760) 534-1546 or at [efelci@cvag.org](mailto:efelci@cvag.org).



**DESERT HEALTHCARE  
DISTRICT & FOUNDATION**

Date: September 22, 2020

To: BOARD OF DIRECTORS

Subject: Grant #1124 – UCR School of Medicine: *COVID-19 Testing for Farm Working Communities in the Eastern Coachella Valley* – no cost grant extension for four (4) months

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**Background:** The Desert Healthcare District awarded a \$149,976 grant to UCR School of Medicine on June 24, 2020 to support COVID-19 Testing for Farm Working Communities in the Eastern Coachella Valley. The term of the grant was from June 15, 2020 through October 31, 2020.

Project leader, Ann Cheney, has requested a four (4) month no cost grant extension through 2/28/21. There was a delay in the release of the award and given the short time frame, Dr. Cheney and her team will require additional time to complete the project.

**STAFF recommendation:** The Board of Directors approve a four (4) month no-cost grant extension, extending the grant agreement through February 28, 2021.

**Fiscal Impact:** none

## **DESERT HEALTHCARE DISTRICT GRANT EXTENSION AGREEMENT**

This agreement is entered into by the Desert Healthcare District (“DISTRICT”), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and The Regents Of The University Of California, on behalf of its Riverside Campus (“RECIPIENT”) and is effective upon execution by both parties.

1. **Grant Extension**

Purpose and Use of Extension: The Regents Of The University Of California, on behalf of its Riverside Campus, is hereby granted a four (4) month extension to the original grant agreement approved on June 24, 2020 for COVID-19 Testing for Farm working Communities in the Eastern Coachella Valley

No additional funds will be disbursed. RECIPIENT shall use remaining dollars, if any, from original grant amount of \$149,976 during extension period.

2. **Term of Agreement**

The amended end of term of this agreement shall be February 28, 2021.

3. **Agreement Requirements**

RECIPIENT shall submit a final report with tracking documents to DISTRICT within thirty (30) days from the expiration of this agreement. All other requirements and conditions not specified in this extension agreement remain the same as in the original grant agreement.

4. **Signatories**

The persons executing this extension agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatories of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT'S governing board, and both persons have the authority to execute this agreement on behalf of RECIPIENT.

**RECIPIENT:**

The Regents Of The University Of California, on behalf of its Riverside Campus  
245 University Office Building  
Riverside, CA 92521-2017

**Name:** PreAward Manager of RECIPIENT  
Governing Body

\_\_\_\_\_  
PLEASE PRINT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Authorized Signatory for Desert Healthcare District:**

**Name:** Conrado Bárzaga, M.D.  
**Title:** Chief Executive Officer

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Desert Healthcare District  
1140 N. Indian Canyon Dr.  
Palm Springs, CA 92262

## EXHIBIT B

Project Title

COVID-19 Testing for Farmworking Communities in the Eastern Coachella Valley

Start/End

6/15/2020

~~10/31/2020~~

*Amended to reflect four (4)  
month no cost extension  
2/29/2021*

**PAYMENTS:**

(1) Payment: \$149,976.00

**Total request amount:** \$149,976.00

### GRANT AND PAYMENT SCHEDULE REQUIREMENTS

Scheduled Date	Grant Requirements for Payment	Payment
07/01/2020	Signed Agreement submitted and accepted.	Advance of \$149,976.00 for time period 06/15/2020– 10/31/2020
<i><u>3/31/2021</u> (amended to reflect four (4) month no cost extension</i>	Final report (06/15/2020– <i><u>2/29/2021</u></i> ), final budget with receipts, and reporting on the goals, evaluations, and impact ( <i>end date amended to reflect four (4) month no cost extension</i> )	\$0.00

**TOTAL GRANT AMOUNT:** \$149,976.00

## Deliverables

### Program/Project Goals and Evaluation

<b>Goal #1:</b> Goal #1 is to establish and implement routine testing for farm workers and contract tracing. Tests will be conducted with farmworkers in the eastern Coachella Valley in Riverside County. The County will provide all testing kits and conduct analyses at no cost granted that we refer patients to a new testing center in Cathedral City. Given the distance between the eastern valley and Cathedral City, County has agreed for us to pick up the kits in Cathedral City, collect the specimens in the community, and bring them back to the County testing site along with accompanying demographic and contact information. A team of promotoras and medical students accompanied by a UCR clinical faculty member or resident will conduct the tests. The leadership team will work with the advisory board members to identify testing sites and will collaborate	<b>Evaluation #1:</b> To evaluate Goal #1, we will assess the impact of routine testing and contact tracing on farmworkers' health outcomes and access to healthcare services, resources, and basic needs. Medical students will conduct phone interviews with 40 farmworkers who utilized the testing services and agreed to participate in one-on-one interviews. The purpose of the interviews will be to assess the impact of the testing on their health and wellbeing and identify any needed resources or services. Interviewers will also inquire about community perceptions of the virus, its spread, and the perceived impact of the testing sites on community needs and health. Participants will be provided with \$15 for their time. Interviews will be approximately 30 to 45 minutes; they will be audio recorded, transcribed using transcription services, and analyzed using rapid qualitative coding techniques.
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<p>with growers and contractors to set up testing clinics at sites of employment. We anticipate conducting 5,000 tests over 16 weeks, which approximates 50-60 tests per day. The promotoras will assist with engaging the farmworkers in testing, as well as fill out the necessary documentation and hand out public health material. The medical students and volunteer healthcare provider will conduct the testing and will return the specimens to the Cathedral testing site at the end of each day. Dr. Debay will serve as supervising physician and will be on call to answer any questions or address concerns. Medical students will work with county to contact patients to communicate test results and assist with contact tracing based on test results.</p>	<p>Themes will be identified, which will inform continued outreach efforts, new testing sites, and development of public health material.</p>
<p><b>Goal #2:</b> Goal #2 is to disseminate public health education about Covid-19 to farmworkers and broadly throughout farm-working communities. We will begin to disseminate Covid-19 public health information at testing sites, followed by handouts on pay day, and door-to-door delivery in farm-working communities. Already GH@H has developed pamphlets in Spanish and Purépecha on how to prevent the spread of the coronavirus and what to do in the event of testing positive. Additionally, Growing Coachella Valley, a collaborator on this project, developed material in Spanish and English that provides a hotline for farmworkers and information on how to prevent spread of the virus. We will translate this material to Purépecha. We will also use social media to disseminate health information, including our Facebook page @ Unidoporsalud. Two bilingual pre-health student interns will develop and disseminate the material. They will work closely with the promotoras to ensure the material is in the correct language and accessible to the community. Dissemination efforts will begin at the start of the project period and continue until the end of the award. We anticipate printing 12,000 hard copies of flyers that will be disseminated via in-person distribution at the fields and in communities in the eastern valley (Thermal, Mecca, North Shore, and Oasis). Approximately 75 posts with Covid-19 information will be shared via social media. As previously indicated, we will administer the existing Coronavirus Farmworker Survey created by Growing Coachella Valley to assess farmworkers' financial stability, healthcare services use, and working conditions in the context of Covid-19. Approximately 150 surveys will be administered using Qualtrics (a survey platform) on smart phones at testing sites. The responses will inform ongoing outreach, services and</p>	<p><b>Evaluation #2:</b> To evaluate Goal #2, we will assess the reach of Covid-19 public health information using basic descriptive statistics collected throughout the award period. Specifically, we will count the total number of flyers given to patients at testing sites and shared with community members. Promotoras will keep a tally of the number of pamphlets distributed to patients at clinics as well as any material disseminated in the community. For social media, undergraduate students leading the social media outreach will provide monthly brief reports on Facebook and Instagram traffic, including new Facebook and Instagram followers and likes, comments, and sharing of Covid-19 related posts or material. We will also keep tally of any radio or news interviews. The coronavirus survey data will be analyzed using descriptive statistics and bivariate and multivariate analyses. Through the UCR SOM we will have support of a biostatistician who can assist with more complex data analysis. Analyses will focus on farmworkers' needs and resources during Covid-19 and will identify factors that might place some farmworkers at more risk for contracting or spreading the virus and identify solutions to mitigate risk. The findings will inform public health dissemination efforts.</p>



resource identification, and public health information sharing.	
<p><b>Goal #3:</b> Goal #3 is to reduce the spread of the coronavirus among the farm-working population in the eastern valley. We will do this by providing Covid-19 testing in places of employment, specifically agricultural fields and packing houses. We will work closely with Growing Coachella Valley and other members of the advisory board to identify growers and contractors with whom we can partner to set up testing sites. Based on conversations with growers, we anticipate testing will take place in the early morning or late afternoon to accommodate farmworkers and their employers. Once a testing location has been established and permission has been granted to set up a "pop-up" testing clinic (i.e., will be set up and taken down in the same day), we will organize and instruct the team of medical students, promotoras, and healthcare provider so they can successfully carry out testing. In addition to onsite testing clinics at places of employment, we will also hold testing clinics in communities in the eastern valley such as the Oasis Trailer Park. This trailer park is home to over 200 families. Similar to most trailer parks in the eastern valley, the majority of its residents work in the fields. Thus its critical to stop the spread from community to the fields and from the fields to the community. We will conduct testing over 16 weeks and evaluation of testing efforts will be ongoing. We will work directly with county public health to identify baseline data on Covid-19 cases, deaths, and new infections, and will monitor changes over time in the eastern valley.</p>	<p><b>Evaluation #3:</b> To evaluate Goal #3, we will work with Riverside County public health officials to identify baseline data on cases, deaths, and new infections. Throughout the course of testing and contact tracing, we will monitor changes on a weekly basis using the Riverside County Covid-19 Cases webpage that is updated daily Monday to Friday. This effort will be led by medical students. Dr. Cheney will supervise the students and oversee data analysis and development of reports. Medical students will use a template to systematically track the number of those tested, confirmed, currently hospitalized, deaths, and recovered in Riverside County. They will work with County to obtain specific information for the aforementioned categories for communities in the eastern valley (Mecca, Thermal, Oasis, North Shore). Statistical methods will be used to show changes over time. We anticipate that during the project period the number of individuals tested will increase and there will be decreases in hospitalizations and deaths. These data will be summarized and included in a final report.</p>

LAW OFFICES OF  
**JEFFREY G. SCOTT**

16935 WEST BERNARDO DRIVE, SUITE 170  
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FAX (858) 675-9897

JEFFREY G. SCOTT

*Of Counsel*  
JAMES R. DODSON

DATE: September 17, 2020

TO: Board of Directors  
Conrado Barzaga, Chief Executive Officer  
Chris Christensen, Chief Administrative Officer

FROM: Jeffrey G. Scott, General Counsel

RE: **Legislature Wrap-Up of Strange Session / New GO Bond and Voting Rights Cases**

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The COVID pandemic had a significant impact on the second year of the two-year session. As the pandemic kept the Legislature away from Sacramento for much of the session Legislators were directed by Leadership to pare down their legislative packages. The number of bills that passed the Legislature, in the 2017/2018 session was 1,564 bills passed and in 2019/2020 there were only 513. Many Legislators understood the need to reduce the number of bills but there were still a number of Members who were upset, feeling their bills had been forced to die whereas other members had bills allowed to move forward.

During the last week of session, Senator Brian Jones tested positive. As a result, of the 10 other Republican Senators, nine had been exposed to Senator Jones with only Senator Nielsen not being exposed. Assembly member Randy Voepel had also been exposed to Senator Jones as they are housemates in Sacramento.

Prior to the last week of session, the Senate had contemplated allowing Members to vote remotely but advice from Legislative Counsel suggested that it may be unconstitutional. With the Republicans unable to be on the Floor in person the Senate decided to allow remote voting.

The last few days of session saw the Republicans, except for Senator Nielsen, attend Floor session remotely. Needless to say, there were some technical challenges with ensuring the Republicans were able to provide debate and votes. Multiple Republicans were visibly frustrated with the process. These challenges led to the debate on bills to be even longer than normal.

Even with the smaller number of bills being debated the Democrats were beginning to feel the

pressure in working through all bills before the constitutional deadline of August 31<sup>st</sup>. On the last night of session, Senate Majority Leader, Bob Hertzberg, put forward a motion to limit the debate on bills. He asked for there to only be two people for two minutes each to speak in support and the same in opposition. The Republicans objected but with the Democrats having a super majority the motion passed. As bills continued to be debated frustration from the Republicans was getting more and more heated. This led to the Democrats recessing the session to allow some time for the Senate Pro Tem to work with the Minority Leader to come to some understanding. After more than 45 minutes session restarted with the respective leaders agreeing to move forward in a civil manner to debate bills.

As the clock was ticking towards the end of session Democrats began to express their frustration with Republicans feeling their objections being raised were nothing more than their attempt to “run out the clock”. This led to more partisan “verbal jabbing” between Senators. As time wound down it was clear not all bills were going to be voted on before midnight. Literally as it hit 11:59ish PM the Senate took up a bill to be voted. The Republican leader quickly jumped in and said the vote was occurring after 12am thus it should not be allowed. The Democrats countered saying the vote started prior to 12am so the vote would be allowed to be completed even as time rolled into the next day. The Democrats felt they were on stable ground so the voted was completed.

There were a few bills that did not get voted on for no other reason than they ran out of time. The irony of this is even with reducing the bill load by two-thirds the Legislature was still not able to finish their work on time.

There were a number of bills in the health area that were contentious. Of particular interest to the District are the following:

**SB 758 (Portantino)** – This is the seismic bill the California Hospital Association (CHA) sponsored with ACHD in strong support. This bill would extend the seismic compliance from 2030 to 2037. It would also set up an independent advisory committee which would review easing the seismic requirements. The bill cleared the Assembly Health Committee, but the author and CHA were not able to get new amendments into the bill after the Assembly Appropriations Committee forced amendments reducing the extension from seven years to only two years and removing the advisory committee. SEIU and the California Nurses Association had been opposing the bill. The author and CHA decided not to pursue this bill and will re-group on pursuing another bill next year. This continues to be the main priority for CHA.

**SB 977 (Monning)** – This bill did not come up for a vote and thus it died. The Attorney General had been working on Assembly members the last week of session but could not get the votes to secure its passage. This bill was strongly opposed by ACHD and would have given the Attorney General additional powers to review and deny future leases of Healthcare District hospitals even after the transactions have been approved by the elected Board members and the voters of the District.

**AB 2537 (Rodriguez)** – This bill passed and is headed to the Governor. This is one of the PPE bills that would require hospitals by 1/1/2021 to keep an inventory of PPE equivalent to three months of normal consumption. PPE is defined as N95 filtering facepiece respirators; powered air-purifying respirators with high efficiency particulate air filters; elastomeric air-purifying respirators and appropriate particulate filters or cartridges; surgical masks; isolation gowns; eye protection; shoe coverings.

**SB 275 (Pan)** – This bill passed and is also headed to the Governor. This is the other PPE bill that requires hospitals by 1/1/2023 to have 45 days of PPE for surge consumption during a health emergency or pandemic. Surge consumption is not defined. The bill does call for a committee to be formed that will advise the Department of Public Health on the various types and amount of PPE to be required during a health emergency.

It will be interesting as both the PPE bills (AB 2537 & SB 275) do roughly the same thing. Normally you would see these bills merged together but that did not happen. One reason they were not merged was because CNA is sponsoring AB 2537 and SEIU is sponsoring SB 275. Neither union was willing to merge their bill into the other. The Governor will now decide which bill to sign and which to veto.

**AB 890 (Wood)** – This bill passed and is headed to the Governor. AB 890 would allow nurse practitioners to practice without physician supervision when meeting certain qualifications. This bill was one of the most lobbied bills in the health care area at the end of session with numerous physician groups opposing. This same bill has been defeated multiple times over the past eight years. This year, Legislators seemed to be swayed by arguments the bill would help improve access to care in rural areas.

**SB 1150 (Hill)** – This bill passed and is headed to the Governor. SB 1159 codifies the Governor's executive action stating if an employee before July 6<sup>th</sup> contracted COVID it would be presumed to have occurred at work. For situations after July 6<sup>th</sup> the bill would say for certain front-line health care workers such as firefighters, EMTs, paramedics, physicians and nurses in certain health facilities who tested positive the presumption would continue to be they contracted COVID at work. For employees not who are not covered by the above, the presumption would apply if there was an "outbreak" at the employer. Outbreak is defined as:

- 5% of the workforce tested positive for employers with 100 or more employees, or
- More than 5 employees test positive for employers with less than 100 employees

**SB 1983 (Jackson)** – This bill would provide millions of employees who work for smaller business with the same 12 weeks of job protection while taking care of a new child or family member, including a parent grandparent, grandchild, sibling, spouse or domestic partner. The threshold has been reduced from 50 employees to 5 employees and will apply to the District.

The Governor has until September 30<sup>th</sup> to sign or veto bills on his desk.

### **New G.O. Bond Case:**

Last month, the Court of Appeal issued an opinion that could have significant ramifications for the ability of Healthcare Districts to pass GO Bonds in the future to construct hospital improvements and other health care related facilities.

In the case of *City and County of San Francisco v. All Persons Interested in the Matter of Proposition C* 51 Cal. App. 5th (2020), the court held that local tax proposals which are placed on the ballot via the initiative process only require a majority vote to pass.

Currently, GO Bond measures which are used to fund construction projects and improvements for Healthcare Districts are typically placed on the ballot by action of the Board of Directors of the District, and under the law, require a 2/3<sup>rd</sup>s approval by the voters to pass. This threshold has become more and more difficult in recent years to obtain approval. The San Francisco case involved a measure to collect additional business taxes for homeless and mental health services. In the case, the court made a clear distinction between special tax initiatives which are placed on the ballot by voter initiatives and special tax measures which are placed on the ballot by a County Board of Supervisors, City Councils, and Boards of Directors of Special Districts. The court noted that: “The California Constitution speaks of the initiative and referendum, **not as a right granted the people, but as a power reserved by them.**” The court also noted that ...”constitutional provisions circumscribing the power of local governments to impose special taxes **do not apply to voter initiatives** ...” and the ...”supermajority voting requirements are procedural limitations on the lawmaking authority of a legislative body that do not apply to the initiative power absent evidence of a clear indication of intent to impose such a restriction ...”

This case will likely be appealed, and it remains to be seen whether it will be taken up by the Supreme Court. There is also a remaining question, related to whether the initiative process applies to California Healthcare Districts which requires further research.

### **Pico Neighborhood Assoc. V. City of Santa Monica:**

Like many other public agencies across the state, the City of Santa Monica was threatened with a California Voting Rights Act (CVRA) challenged unless it changed its at-large method of election to by-district. The City refused, and after years of litigation and millions of dollars spent on both sides, the City lost in the trial court. Plaintiff’s requested over \$22 million in litigation expenses under the CVRA’s one-way attorney’s fees provision.

However, the Court of Appeal overturned the trial court’s ruling, finding that the City did not violate the CVRA or the California Constitution, for the first ever “win” by a public agency in nearly 20 years of the CVRA’s existence. The court held that “the legislature required litigants to prove both dilution *and* racially polarized voting in order to establish a claim, to have a remedy, and to recover fees.” The Plaintiffs have already stated publicly that they will be seeking review from the California Supreme Court.