



DESERT HEALTHCARE DISTRICT
Finance, Legal, Administration, & Real Estate Committee Meeting
February 9, 2021

A meeting of the Finance, Legal, Administration, & Real Estate Committee of the Desert Healthcare District will be held at 3:30 PM, Tuesday, February 9, 2021, via Zoom using the following link:
<https://us02web.zoom.us/j/89392006823?pwd=U0laVW0ySGI3MIJqRzdRTW1tOC9iZz09>
Password: 586341

Participants will need to download the Zoom app on their mobile 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: 893 9200 6823
Password: 586341

AGENDA

I. CALL TO ORDER

II. APPROVAL OF AGENDA

III. PUBLIC COMMENT

At this time, comments from the audience may be made on items not listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Committee has a policy of limiting speakers to not more than three minutes. The Committee cannot take action on items not listed on the agenda. Public input may be offered on an agenda item when it comes up for discussion and/or action.

IV. APPROVAL OF MINUTES

- 1. F&A Minutes – Meeting January 12, 2021 – Pg. 3-7 **ACTION**

V. CEO REPORT

VI. CHIEF ADMINISTRATION OFFICER'S REPORT – Pg. 8

- 1. LPMP Leasing Update – Pg. 9 Information

VII. FINANCIAL REPORTS

- 1. District and LPMP Financial Statements – Pg. 10-20 **ACTION**
- 2. Accounts Receivable Aging Summary – Pg. 21
- 3. District - Deposits – Pg. 22
- 4. District - Property tax receipts – Pg. 23
- 5. LPMP – Deposits – Pg. 24-25
- 6. District – Check Register – Pg. 26-27
- 7. Credit Card – Detail of Expenditures – Pg. 28
- 8. LPMP – Check Register – Pg. 29
- 9. Retirement Protection Plan Update – Pg. 30
- 10. Grant Payment Schedule – Pg. 31

VIII. OTHER MATTERS

- 1. LPMP Lease Renewal – Labcorp - Pg. 32-59 **ACTION**
- 2. LPMP Lease – 6-Month Temporary Lease – Sleep Treatment Partners, Inc. – Pg. 60-62 **ACTION**
- 3. Bank Fees on LPMP Rental Receipts – Pg. 63 Information



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4. District Job Descriptions – Revised and Updated by HR Consultant – Maggie Martinez – Pg. 64-137

ACTION

IX. ADJOURNMENT

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 or call (760) 323-6110 at least 24 hours prior to the meeting.



DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
MEETING MINUTES
January 12, 2021

Directors Present	District Staff Present	Absent
Chair/Director Arthur Shorr President Leticia De Lara, MPH Director Les Zendle, MD	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, Chief Administration Officer Eric Taylor, Accounting Manager Andrea S. Hayles, Clerk to the Board Jeff Scott, Legal Counsel	

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Shorr called the meeting to order at 3:30 p.m.	
II. Approval of Agenda	Chair Shorr asked for a motion to approve the agenda.	Moved and seconded by Director Zendle and President De Lara to approve the agenda. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting December 08, 2020	Chair Shorr motioned to approve the December 08, 2020 minutes.	Moved and seconded by President De Lara and Director Shorr to approve the December 08, 2020 meeting minutes. Motion passed unanimously.
V. CEO Report	Conrado Bárzaga, MD, CEO, explained that the District is monitoring the Governor’s budget, especially for the vaccine to ensure equitable distribution of the vaccine in certain areas of the District, and staff is meeting with the Riverside County Department of Public Health to partner with and distribute the vaccine. Funding allocations from the state for mental health as it relates to COVID are in process, and the District will be monitoring for underserved communities affected due to losses as a result of the pandemic affecting the mental health of those communities.	



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	<p>The Department of Homeland Security has issued guidance concerning critical infrastructure for the nation regarding workers to continue employment and perform their jobs safely that CSDA and ACHD supports. The Essential Critical Infrastructure Workers Ability to Work During the COVID-19 Response will be attached to the minutes.</p>	
<p>VI. Chief Administration Officer's Report</p>	<p>Chris Christensen, CAO, updated the committee on the landscape renovation project, which is in progress. Mr. Christensen explained a subleased unit with the expiration of the lease at the end of February that will not renew at this time, but a new lease for the sublet tenant with a month-to-month lease may be presented to the Committee in February, and possibly long-term in the future with no tenant improvement allowance.</p>	
<p>VII. Financial Reports</p> <ol style="list-style-type: none"> 1. District and LPMP Financial Statements 2. Accounts Receivable Aging Summary 3. District – Deposits 4. District – Property Tax Receipts 5. LPMP Deposits 6. District – Check Register 7. Credit Card – Detail of Expenditures 8. LPMP – Check Register 9. Retirement Protection Plan Update 10. Grant Payment Schedule 	<p>Director Shorr, Chair, thoroughly reviewed and discussed the financials with the committee.</p> <p>Chair Shorr inquired on the net income surplus with Chris Christensen, CAO, explaining that the labor costs are under budget due to vacancies, professional services fee consultants have not been engaged at this point, and the grant expenses are lower at this time until new grants are</p>	<p>Moved and seconded by President De Lara and Director Shorr to approve the December 2020 District Financial Reports - Items 1-10 and to forward to the Board for approval. Motion passed unanimously.</p>

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	<p>presented for approval to the Board.</p> <p>President De Lara inquired on line item – 6345 Bank Charges. The District incurs the bank fee for tenant's rent payments via credit card. President De Lara will research the Regional Access Project Foundation's rent payments and determine in what way the fees are incurred, and if the tenant incurs the costs.</p> <p>The committee inquired about various donations with the credit card, and an over-limit fee, also discussing the CEO's discretionary fund and a line item detailing the contribution if it relates to the fund. If a policy is in place concerning CEO gifts and contributions, the committee requested a copy. If the District does not have a policy concerning organizational donations, the policy committee should discuss implementing one at the next meeting.</p> <p>Chris Christensen, CAO described two or three retirement protection plan payouts in the coming month.</p>	
<p>VIII. Other Matters</p> <p>1. T-Mobile Cell Site Lease Renewal – 25 Year</p>	<p>Chris Christensen, CAO described the background of the cell tower mounted to the east tower of the hospital in 1996 – a five-year lease with four additional renewal terms</p>	<p>Moved and seconded President De Lara and Director Shorr to approve the T-Mobile Cell Site Lease Renewal – 25 Year and forward to the Board for approval. Motion passed unanimously.</p>

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<p>2. Park Imperial Ground Lease</p>	<p>with beginning rent of \$1,000/mo., 15% annual increases with each new term. The current lease rate is \$1,749/mo.</p> <p>Staff sought other cellular providers with no response or interest in providing estimates for service. The third amendment lease terms if approved by the committee will increase the rent to \$2,000/mo. and a 15% escalator for each five-year term for a total of twenty-five additional years.</p> <p>Chris Christensen, CAO, described the Park Imperial Ground Lease originating in 1959, a 98-year lease expiring in 2057. Offers in 2008 and 2018 by the subleasing party Brad Yochum to sell the sublease to the District were rejected by the committee.</p> <p>The homeowner’s association of the property requested a new lease or a possible purchase of the land from the District that currently has 36-years remaining on the lease. The condo owners are concerned about the lease limitations that could potentially impact the mortgages. Staff is exploring the option to sell the land and provide additional information to the committee for their consideration.</p>	
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IV. Adjournment	Director Shorr adjourned the meeting at 4:44 p.m.	<i>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</i>
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ATTEST: _____
Arthur Shorr, Director, Board of Directors
Finance & Administration Committee Member
Desert Healthcare District Board of Directors

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

DRAFT



Chief Administration Officer's Report

February 9, 2021

Landscape Renovation and Fire Alarm Electrical Connection project –

The project is well underway. demolition is progressing. Removing old rock and digging out tree stumps, etc. Will begin irrigation and fire alarm trenching the week of 2/8/21.

The project began on January 11, 2021 with scheduled completion by end of March 2021.

Las Palmas Medical Plaza - Property Management:

Occupancy:

See attached unit rental status report.

92% currently occupied –

Total annual rent including CAM fees is **\$1,241,187.**

Leasing Activity:

Leasing activity has continued to be 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.

Las Palmas Medical Plaza

Unit Rental Status

As of February 1, 2021

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		\$ 57,513.50				49,356	92.0%	\$ 75,413.21	\$ 904,958.52	\$ 1.66	\$ 28,019.04	\$ 103,432.25	\$ 1,241,187.00
			Summary - All Units										
			Occupied	45,396	92.0%								
			Vacant	3,960	8.0%								
			Pending	0	0%								
			Total	49,356	100%								

DESERT HEALTHCARE DISTRICT
JANUARY 2021 FINANCIAL STATEMENTS
INDEX
Year to Date Variance Analysis
Cumulative Profit & Loss Budget vs Actual - Summary
Cumulative Profit & Loss Budget vs Actual - District Including LPMP
Cumulative Profit & Loss Budget vs Actual - LPMP
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Deposit Detail - District
Property Tax Receipts - YTD
Deposit Detail - LPMP
Check Register - District
Credit Card Expenditures
Check Register - LPMP
Retirement Protection Plan Update
Grants Schedule

**DESERT HEALTHCARE DISTRICT
YEAR TO DATE VARIANCE ANALYSIS
ACTUAL VS BUDGET
SEVEN MONTHS ENDED JANUARY 31, 2021**

Scope: \$25,000 Variance per Statement of Operations Summary

Account	YTD		Over(Under)	Explanation
	Actual	Budget	Budget	
4000 - Income	\$ 4,138,263	\$ 4,367,662	\$ (229,399)	Lower interest income and market fluctuations (net) from FRF investments \$777k; higher property tax revenues \$575k; lower grant income \$27k
4500 - LPMP	\$ 724,312	\$ 693,539	\$ 30,773	Higher rent revenue \$31k
5000 - Direct Expenses	\$ 696,107	\$ 982,135	\$ (286,028)	Lower wage related expenses \$152k due to open positions; lower education expense \$51k; lower health insurance expense \$42k; lower board expenses \$32k; lower workers comp expense \$6k; lower retirement expense \$3k
6000-General & Admin Expense	\$ 287,828	\$ 332,465	\$ (44,637)	Lower computer services expense \$15k; lower travel expense \$12k; higher dues and membership expense \$8k; lower supplies expense \$9k; lower staff mileage expense \$4k; lower meals & entertainment expense \$4k; lower various \$9k
6445 - LPMP Expense	\$ 570,843	\$ 685,685	\$ (114,842)	Lower landscaping expense \$93k; lower depreciation expenses \$16k; higher bank charges \$8k; higher bad debt expense \$6k; lower deferred maintenance expense \$6k; lower marketing expense \$5k; higher interior building expense \$4k; higher interior plumbing expense \$4k; lower HVAC maintenance expense \$3k; lower various \$14k
6500 - Professional Fees Expense	\$ 240,602	\$ 734,202	\$ (493,600)	Lower Professional Services expense \$433k; lower PR/Communications expense \$57k; lower legal expense \$4k
7000 - Grants Expense	\$ 874,447	\$ 2,382,331	\$ (1,507,884)	Budget of \$4 Million for fiscal year is amortized straight-line over 12-month fiscal year.
Las Palmas Medical Plaza - Net	\$ 153,469	\$ 7,854	\$ 145,615	LPMP expenses lower \$115k; LPMP revenue higher \$31k

Desert Healthcare District
Profit & Loss Budget vs. Actual
July 2020 through January 2021

	MONTH			TOTAL		
	Jan 21	Budget	\$ Over Budget	Jul '20 - Jan 21	Budget	\$ Over Budget
Income						
4000 · Income	903,565	2,106,007	(1,202,442)	4,138,263	4,367,662	(229,399)
4500 · LPMP Income	103,363	99,077	4,286	724,312	693,539	30,773
4501 · Miscellaneous Income	750	950	(200)	5,250	6,650	(1,400)
Total Income	1,007,678	2,206,034	(1,198,356)	4,867,825	5,067,853	(200,028)
Expense						
5000 · Direct Expenses	123,438	140,305	(16,867)	696,107	982,135	(286,028)
6000 · General & Administrative Exp	42,560	47,495	(4,935)	287,828	332,465	(44,637)
6325 · CEO Discretionary Fund	0	2,083	(2,083)	9,000	14,581	(5,581)
6445 · LPMP Expenses	81,658	97,955	(16,297)	570,843	685,685	(114,842)
6500 · Professional Fees Expense	35,972	104,886	(68,914)	240,602	734,202	(493,600)
6700 · Trust Expenses	7,958	8,792	(834)	60,324	61,544	(1,220)
Total Expense	291,586	401,516	(109,930)	1,864,704	2,810,612	(945,908)
7000 · Grants Expense	261,826	340,333	(78,507)	874,447	2,382,331	(1,507,884)
Net Income	454,266	1,464,185	(1,009,919)	2,128,674	(125,090)	2,253,764

Desert Healthcare District
Profit & Loss Budget vs. Actual
July 2020 through January 2021

	MONTH			TOTAL		
	Jan 21	Budget	\$ Over Budget	Jul '20 - Jan 21	Budget	\$ Over Budget
Income						
4000 · Income						
4010 · Property Tax Revenues	940,509	1,976,959	(1,036,450)	4,039,191	3,464,326	574,865
4200 · Interest Income						
4220 · Interest Income (FRF)	34,070	86,965	(52,895)	583,165	608,755	(25,590)
9999-1 · Unrealized gain(loss) on invest	(72,763)	33,333	(106,096)	(518,464)	233,331	(751,795)
Total 4200 · Interest Income	(38,693)	120,298	(158,991)	64,701	842,086	(777,385)
4300 · DHC Recoveries	1,749	1,750	(1)	12,520	12,250	270
4400 · Grant Income	0	7,000	(7,000)	21,851	49,000	(27,149)
Total 4000 · Income	903,565	2,106,007	(1,202,442)	4,138,263	4,367,662	(229,399)
4500 · LPMP Income	103,363	99,077	4,286	724,312	693,539	30,773
4501 · Miscellaneous Income	750	950	(200)	5,250	6,650	(1,400)
Total Income	1,007,678	2,206,034	(1,198,356)	4,867,825	5,067,853	(200,028)
Expense						
5000 · Direct Expenses						
5100 · Administration Expense						
5110 · Wages Expense	56,701	113,645	(56,944)	535,952	795,515	(259,563)
5111 · Allocation to LPMP - Payroll	(5,161)	(5,166)	5	(36,127)	(36,162)	35
5112 · Vacation/Sick/Holiday Expense	31,968	10,000	21,968	101,653	70,000	31,653
5114 · Allocation to Foundation	(30,794)	(37,196)	6,402	(207,992)	(260,372)	52,380
5115 · Allocation to NEOPB	0	(7,571)	7,571	(21,670)	(52,997)	31,327
5119 · Allocation to RSS/CVHIP-DHCF	0	(1,431)	1,431	(903)	(10,017)	9,114
5120 · Payroll Tax Expense	9,941	8,694	1,247	43,534	60,858	(17,324)
5130 · Health Insurance Expense						
5131 · Premiums Expense	12,992	16,795	(3,803)	85,996	117,565	(31,569)
5135 · Reimb./Co-Payments Expense	814	3,000	(2,186)	10,703	21,000	(10,297)
Total 5130 · Health Insurance Expense	13,806	19,795	(5,989)	96,699	138,565	(41,866)
5140 · Workers Comp. Expense	0	1,193	(1,193)	2,529	8,351	(5,822)
5145 · Retirement Plan Expense	8,480	7,848	632	51,447	54,936	(3,489)
5160 · Education Expense	0	7,250	(7,250)	(215)	50,750	(50,965)
Total 5100 · Administration Expense	84,941	117,061	(32,120)	564,907	819,427	(254,520)
5200 · Board Expenses						
5210 · Healthcare Benefits Expense	26,610	5,834	20,776	40,831	40,838	(7)
5230 · Meeting Expense	0	1,667	(1,667)	1,100	11,669	(10,569)
5235 · Director Stipend Expense	1,470	4,410	(2,940)	15,750	30,870	(15,120)
5240 · Catering Expense	0	708	(708)	600	4,956	(4,356)
5250 · Mileage Reimbursement Expense	0	208	(208)	0	1,456	(1,456)
5270 · Election Fees Expense	10,417	10,417	0	72,919	72,919	0
Total 5200 · Board Expenses	38,497	23,244	15,253	131,200	162,708	(31,508)
Total 5000 · Direct Expenses	123,438	140,305	(16,867)	696,107	982,135	(286,028)
6000 · General & Administrative Exp						
6110 · Payroll fees Expense	174	208	(34)	1,251	1,456	(205)
6120 · Bank and Investment Fees Exp	9,576	9,833	(257)	67,108	68,831	(1,723)
6125 · Depreciation Expense	1,102	1,167	(65)	7,714	8,169	(455)

Desert Healthcare District
Profit & Loss Budget vs. Actual
July 2020 through January 2021

	MONTH			TOTAL		
	Jan 21	Budget	\$ Over Budget	Jul '20 - Jan 21	Budget	\$ Over Budget
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	105,504	105,504	0
6130 · Dues and Membership Expense	4,026	3,337	689	31,762	23,359	8,403
6200 · Insurance Expense	2,393	2,417	(24)	16,451	16,919	(468)
6300 · Minor Equipment Expense	0	42	(42)	0	294	(294)
6305 · Auto Allowance & Mileage Exp	462	600	(138)	3,464	4,200	(736)
6306 · Staff- Auto Mileage reimb	0	625	(625)	56	4,375	(4,319)
6309 · Personnel Expense	4,840	1,167	3,673	6,640	8,169	(1,529)
6310 · Miscellaneous Expense	0	42	(42)	0	294	(294)
6311 · Cell Phone Expense	485	776	(291)	3,979	5,432	(1,453)
6312 · Wellness Park Expenses	0	83	(83)	0	581	(581)
6315 · Security Monitoring Expense	108	42	66	449	294	155
6340 · Postage Expense	462	417	45	1,404	2,919	(1,515)
6350 · Copier Rental/Fees Expense	394	458	(64)	2,364	3,206	(842)
6351 · Travel Expense	0	1,667	(1,667)	0	11,669	(11,669)
6352 · Meals & Entertainment Exp	0	875	(875)	2,281	6,125	(3,844)
6355 · Computer Services Expense	1,234	3,775	(2,541)	11,577	26,425	(14,848)
6360 · Supplies Expense	123	2,167	(2,044)	6,542	15,169	(8,627)
6380 · LAFCO Assessment Expense	0	208	(208)	1,727	1,456	271
6400 · East Valley Office	2,109	2,517	(408)	17,555	17,619	(64)
Total 6000 · General & Administrative Exp	42,560	47,495	(4,935)	287,828	332,465	(44,637)
6325 · CEO Discretionary Fund	0	2,083	(2,083)	9,000	14,581	(5,581)
6445 · LPMP Expenses	81,658	97,955	(16,297)	570,843	685,685	(114,842)
6500 · Professional Fees Expense						
6516 · Professional Services Expense	12,457	77,198	(64,741)	107,745	540,386	(432,641)
6520 · Annual Audit Fee Expense	1,313	1,313	0	9,191	9,191	0
6530 · PR/Communications/Website	3,347	11,375	(8,028)	22,542	79,625	(57,083)
6560 · Legal Expense	18,855	15,000	3,855	101,124	105,000	(3,876)
Total 6500 · Professional Fees Expense	35,972	104,886	(68,914)	240,602	734,202	(493,600)
6700 · Trust Expenses						
6720 · Pension Plans Expense						
6721 · Legal Expense	0	167	(167)	0	1,169	(1,169)
6725 · RPP Pension Expense	7,500	7,500	0	52,500	52,500	0
6728 · Pension Audit Fee Expense	458	1,125	(667)	7,824	7,875	(51)
Total 6700 · Trust Expenses	7,958	8,792	(834)	60,324	61,544	(1,220)
Total Expense Before Grants	291,586	401,516	(109,930)	1,864,704	2,810,612	(945,908)
7000 · Grants Expense						
7010 · Major Grant Awards Expense	261,826	333,333	(71,507)	852,596	2,333,331	(1,480,735)
7027 · Grant Exp - NEOPB	0	7,000	(7,000)	21,851	49,000	(27,149)
Total 7000 · Grants Expense	261,826	340,333	(78,507)	874,447	2,382,331	(1,507,884)
Net Income	454,266	1,464,185	(1,009,919)	2,128,674	(125,090)	2,253,764

Las Palmas Medical Plaza
Profit & Loss Budget vs. Actual
July 2020 through January 2021

	MONTH			TOTAL		
	Jan 21	Budget	\$ Over Budget	Jul '20 - Jan 21	Budget	\$ Over Budget
Income						
4500 · LPMP Income						
4505 · Rental Income	75,344	71,672	3,672	526,591	501,704	24,887
4510 · CAM Income	28,019	27,372	647	197,721	191,604	6,117
4513 · Misc. Income	0	33	(33)	0	231	(231)
Total 4500 · LPMP Income	103,363	99,077	4,286	724,312	693,539	30,773
Expense						
6445 · LPMP Expenses						
6420 · Insurance Expense	2,599	2,750	(151)	18,193	19,250	(1,057)
6425 · Building - Depreciation Expense	21,487	21,879	(392)	150,409	153,153	(2,744)
6426 · Tenant Improvements -Dep Exp	15,320	16,833	(1,513)	104,090	117,831	(13,741)
6427 · HVAC Maintenance Expense	0	1,333	(1,333)	6,039	9,331	(3,292)
6428 · Roof Repairs Expense	0	208	(208)	0	1,456	(1,456)
6431 · Building -Interior Expense	0	833	(833)	10,235	5,831	4,404
6432 · Plumbing -Interior Expense	0	333	(333)	6,228	2,331	3,897
6433 · Plumbing -Exterior Expense	0	208	(208)	0	1,456	(1,456)
6434 · Allocation Internal Prop. Mgmt	5,161	5,166	(5)	36,127	36,162	(35)
6435 · Bank Charges	2,228	1,125	1,103	16,123	7,875	8,248
6437 · Utilities -Vacant Units Expense	165	83	82	1,389	581	808
6439 · Deferred Maintenance Repairs Ex	0	833	(833)	0	5,831	(5,831)
6440 · Professional Fees Expense	10,117	10,472	(355)	70,819	73,304	(2,485)
6441 · Legal Expense	0	83	(83)	0	581	(581)
6455 · Bad Debt Expense	0	0	0	5,543	0	5,543
6458 · Elevators - R & M Expense	234	1,000	(766)	7,025	7,000	25
6460 · Exterminating Service Expense	200	333	(133)	1,225	2,331	(1,106)
6463 · Landscaping Expense	5,530	14,167	(8,637)	6,380	99,169	(92,789)
6467 · Lighting Expense	4,118	500	3,618	4,118	3,500	618
6468 · General Maintenance Expense	0	83	(83)	0	581	(581)
6471 · Marketing-Advertising	0	1,250	(1,250)	2,507	8,750	(6,243)
6475 · Property Taxes Expense	6,000	6,008	(8)	42,000	42,056	(56)
6476 · Signage Expense	0	125	(125)	0	875	(875)
6480 · Rubbish Removal Medical Waste E	1,545	1,583	(38)	9,899	11,081	(1,182)
6481 · Rubbish Removal Expense	2,301	2,250	51	15,886	15,750	136
6482 · Utilities/Electricity/Exterior	569	625	(56)	3,458	4,375	(917)
6484 · Utilities - Water (Exterior)	335	625	(290)	3,860	4,375	(515)
6485 · Security Expenses	3,749	7,167	(3,418)	48,990	50,169	(1,179)
6490 · Miscellaneous Expense	0	100	(100)	300	700	(400)
6445 · LPMP Expenses	81,658	97,955	(16,297)	570,843	685,685	(114,842)
Net Income	21,705	1,122	20,583	153,469	7,854	145,615

Desert Healthcare District
Balance Sheet
As of January 31, 2021

			Jan 31, 21
ASSETS			
Current Assets			
Checking/Savings			
		1000 · CHECKING CASH ACCOUNTS	1,340,545
		1100 · INVESTMENT ACCOUNTS	62,612,936
		Total Checking/Savings	63,953,481
		Total Accounts Receivable	(578)
Other Current Assets			
		1204.1 · Rent Receivable-Deferred COVID	181,444
		1270 · Prepaid Insurance -Ongoing	28,438
		1279 · Pre-Paid Fees	20,261
		1281 · NEOPB Receivable	9,214
		1295 · Property Tax Receivable	9,138
		Total Other Current Assets	248,495
		Total Current Assets	64,201,398
Fixed Assets			
		1300 · FIXED ASSETS	4,913,164
		1335-00 · ACC DEPR	(2,148,087)
		1400 · LPMP Assets	6,699,101
		Total Fixed Assets	9,464,178
Other Assets			
		1700 · OTHER ASSETS	2,909,152
TOTAL ASSETS			76,574,728

Desert Healthcare District
Balance Sheet
As of January 31, 2021

				Jan 31, 21
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
		2000 · Accounts Payable		21,063
		2001 · LPMP Accounts Payable		4,181
		Total Accounts Payable		25,244
Other Current Liabilities				
		2002 · LPMP Property Taxes		6,025
		2131 · Grant Awards Payable		2,370,273
		2133 · Accrued Accounts Payable		212,469
		2141 · Accrued Vacation Time		73,689
		2188 · Current Portion - LTD		6,168
		2190 · Investment Fees Payable		4,130
		Total Other Current Liabilities		2,672,754
		Total Current Liabilities		2,697,998
Long Term Liabilities				
		2170 · RPP - Pension Liability		4,656,754
		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		61,113
		2290 · LPMP Security Deposits		57,514
		Total Long Term Liabilities		11,834,890
		Total Liabilities		14,532,888
Equity				
		3900 · *Retained Earnings		59,913,158
		Net Income		2,128,674
		Total Equity		62,041,832
TOTAL LIABILITIES & EQUITY				76,574,728

Desert Healthcare District
Balance Sheet
As of January 31, 2021

			Jan 31, 21
ASSETS			
Current Assets			
Checking/Savings			
1000 · CHECKING CASH ACCOUNTS			
		1010 · Union Bank - Checking	1,170,804
		1046 · Las Palmas Medical Plaza	169,241
		1047 · Petty Cash	500
Total 1000 · CHECKING CASH ACCOUNTS			1,340,545
1100 · INVESTMENT ACCOUNTS			
		1130 · Facility Replacement Fund	60,550,524
		1135 · Unrealized Gain(Loss) FRF	2,062,412
Total 1100 · INVESTMENT ACCOUNTS			62,612,936
Total Checking/Savings			63,953,481
Accounts Receivable			
		1201 · Accounts Receivable	
		1204 · LPMP Accounts Receivable	(8,265)
		1205 · Misc. Accounts Receivable	7,478
		1211 · A-R Foundation - Exp Allocation	209
Total Accounts Receivable			(578)
Other Current Assets			
		1204.1 · Rent Receivable-Deferred COVID	181,444
		1270 · Prepaid Insurance -Ongoing	28,438
		1279 · Pre-Paid Fees	20,261
		1281 · NEOPB Receivable	9,214
		1295 · Property Tax Receivable	9,138
Total Other Current Assets			248,495
Total Current Assets			64,201,398
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

Desert Healthcare District
Balance Sheet
As of January 31, 2021

			Jan 31, 21
		1335-00 - ACC DEPR	
		1335 - Accumulated Depreciation	(218,164)
		1336 - Acc. Software Depreciation	(68,770)
		1337 - Accum Deprec- Solar Parking Lot	(1,703,307)
		1338 - Accum Deprec - LPMP Parking Lot	(157,846)
		Total 1335-00 - ACC DEPR	(2,148,087)
		1400 - LPMP Assets	
		1401 - Building	8,705,680
		1402 - Land	2,165,300
		1403 - Tenant Improvements -New	2,187,796
		1404 - Tenant Improvements - CIP	129,550
		1406 - Building Improvements	
		1406.1 - LPMP-Replace Parking Lot	676,484
		1406.2 - Building Improvements-CIP	72,704
		1406 - Building Improvements - Other	1,559,534
		Total 1406 - Building Improvements	2,308,722
		1407 - Building Equipment Improvements	375,185
		1409 - Accumulated Depreciation	
		1410 - Accum. Depreciation	(7,546,445)
		1412 - T I Accumulated Dep.-New	(1,626,687)
		Total 1409 - Accumulated Depreciation	(9,173,132)
		Total 1400 - LPMP Assets	6,699,101
		Total Fixed Assets	9,464,178
		Other Assets	
		1700 - OTHER ASSETS	
		1731 - Wellness Park	1,693,800
		1740 - RPP-Deferred Outflows-Resources	1,204,238
		1741 - OPEB-Deferrred Outflows-Resourc	11,114
		Total Other Assets	2,909,152
		TOTAL ASSETS	76,574,728

Desert Healthcare District
Balance Sheet
As of January 31, 2021

				Jan 31, 21
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
		2000 · Accounts Payable		21,063
		2001 · LPMP Accounts Payable		4,181
		Total Accounts Payable		25,244
Other Current Liabilities				
		2002 · LPMP Property Taxes		6,025
		2131 · Grant Awards Payable		2,370,273
		2133 · Accrued Accounts Payable		212,469
		2141 · Accrued Vacation Time		73,689
		2188 · Current Portion - LTD		6,168
		2190 · Investment Fees Payable		4,130
		Total Other Current Liabilities		2,672,754
		Total Current Liabilities		2,697,998
Long Term Liabilities				
		2170 · RPP - Pension Liability		4,656,754
		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		61,113
		2290 · LPMP Security Deposits		57,514
		Total Long Term Liabilities		11,834,890
		Total Liabilities		14,532,888
Equity				
		3900 · *Retained Earnings		59,913,158
		Net Income		2,128,674
		Total Equity		62,041,832
TOTAL LIABILITIES & EQUITY				76,574,728

Desert Healthcare District
A/R Aging Summary
As of January 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
Desert Healthcare Foundation-	0	209	0	0	0	209	Due from Foundation
Hassan Bencheqroun, M.D.	0	117	0	0	0	117	Slow pay
Laboratory Corporation of America	0	(4,518)	0	0	0	(4,518)	Prepaid
Mark Matthews	0	0	4,116	448	664	5,228	Director Premiums
Quest Diagnostics Incorporated	0	(3,864)	0	0	0	(3,864)	Prepaid
Sovereign	0	750	750	750	0	2,250	Slow pay
TOTAL	0	(7,306)	4,866	1,198	664	(578)	

Desert Healthcare District
Deposit Detail
 January 2021

Type	Date	Name	Amount
Deposit	01/05/2021		1,749
		T-Mobile	(1,749)
TOTAL			(1,749)
Deposit	01/06/2021		1,473,654
		Riverside County Treasurer - Property Tax	(1,473,654)
TOTAL			(1,473,654)
Deposit	01/08/2021		251
		Principal Financial Group	(251)
TOTAL			(251)
Deposit	01/12/2021		23,979
		Riverside County Treasurer - Property Tax	(23,979)
TOTAL			(23,979)
Deposit	01/19/2021		750
Payment	01/19/2021	Sovereign	(750)
TOTAL			(750)
Deposit	01/19/2021		24,582
		Riverside County Treasurer - Property Tax	(24,582)
TOTAL			(24,582)
Deposit	01/26/2021		999,463
		Riverside County Treasurer - Property Tax	(999,463)
TOTAL			(999,463)
Deposit	01/27/2021		97,966

Desert Healthcare District
Deposit Detail
 January 2021

Type	Date	Name	Amount
Payment	01/28/2021	Desert Healthcare Foundation-	(97,966)
TOTAL			(97,966)
Deposit	01/28/2021		75,118
		Riverside County Treasurer - Property Tax	(75,118)
TOTAL			(75,118)
		TOTAL	2,697,512

DESERT HEALTHCARE DISTRICT										
PROPERTY TAX RECEIPTS FY 2020 - 2021										
RECEIPTS - SEVEN MONTHS ENDED JANUARY 31, 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	0.0%	\$ -	\$ (168,407)	2.5%	\$ 154,934	0.0%	\$ -	\$ (154,934)
Aug	1.6%	\$ 107,780	2.9%	\$ 207,292	\$ 99,512	1.6%	\$ 99,158	2.4%	\$ 149,547	\$ 50,390
Sep	2.6%	\$ 175,143	0.0%	\$ -	\$ (175,143)	2.6%	\$ 161,131	0.0%	\$ -	\$ (161,131)
Oct	0.0%	\$ -	2.2%	\$ 158,895	\$ 158,895	0.0%	\$ -	2.6%	\$ 162,968	\$ 162,968
Nov	0.4%	\$ 26,945	0.0%	\$ -	\$ (26,945)	0.4%	\$ 24,789	0.0%	\$ -	\$ (24,789)
Dec	16.9%	\$ 1,138,429	17.1%	\$ 1,222,723	\$ 84,294	16.9%	\$ 1,047,354	20.6%	\$ 1,279,429	\$ 232,075
Jan	31.9%	\$ 2,148,868	31.1%	\$ 2,228,697	\$ 79,829	31.9%	\$ 1,976,959	41.9%	\$ 2,596,795	\$ 619,836
Feb	0.0%	\$ -	1.0%	\$ 69,468	\$ 69,468	0.0%	\$ -	0.0%		
Mar	0.3%	\$ 20,209	1.0%	\$ 71,486	\$ 51,277	0.3%	\$ 18,592	0.0%		
Apr	5.5%	\$ 370,495	5.7%	\$ 405,506	\$ 35,012	5.5%	\$ 340,855	0.0%		
May	19.9%	\$ 1,340,517	1.4%	\$ 101,619	\$ (1,238,897)	19.9%	\$ 1,233,275	0.0%		
June	18.4%	\$ 1,239,473	37.6%	\$ 2,695,867	\$ 1,456,394	18.4%	\$ 1,140,315	0.0%		
Total	100%	\$ 6,736,264	100.0%	\$ 7,161,553	\$ 425,289	100.00%	\$ 6,197,363	67.6%	\$ 4,188,739	\$ 724,413

Las Palmas Medical Plaza
Deposit Detail - LPMP
January 2021

Type	Date	Name	Amount
Deposit	01/08/2021		20,491
Payment	01/08/2021	Desert Oasis Healthcare Medical Group	(2,177)
Payment	01/08/2021	Steven Gundry, M.D.	(5,471)
Payment	01/08/2021	Hassan Bencheqroun, M.D.	(2,580)
Payment	01/08/2021	EyeCare Services Partners Management LLC	(7,079)
Payment	01/08/2021	Peter Jamieson, M.D.	(3,184)
TOTAL			(20,491)
Deposit	01/08/2021		43,303
Payment	01/07/2021	Pathway Pharmaceuticals, Inc.	(2,346)
Payment	01/07/2021	Aijaz Hashmi, M.D., Inc.	(2,803)
Payment	01/07/2021	Brad A. Wolfson, M.D.	(3,430)
Payment	01/07/2021	Cohen Musch Thomas Medical Group	(4,349)
Payment	01/07/2021	Cure Cardiovascular Consultants	(2,962)
Payment	01/07/2021	Derakhsh Fozouni, M.D.	(5,969)
Payment	01/07/2021	Palmtree Clinical Research	(6,717)
Payment	01/07/2021	Ramy Awad, M.D.	(3,246)
Payment	01/07/2021	Tenet HealthSystem Desert, Inc	(6,066)
Payment	01/07/2021	Desert Regional Medical Center	(5,416)
TOTAL			(43,304)
Deposit	01/11/2021		3,650
Payment	01/11/2021	Desert Family Medical Center	(3,650)
TOTAL			(3,650)
Deposit	01/22/2021		36,905
Payment	01/20/2021	Tenet HealthSystem Desert, Inc.	(32,131)
Payment	01/21/2021	Laboratory Corporation of America	(4,774)
TOTAL			(36,905)
Deposit	01/27/2021		3,864
Payment	01/26/2021	Quest Diagnostics Incorporated	(3,864)
TOTAL			(3,864)
		TOTAL	108,213

Desert Healthcare District
Check Register
As of January 31, 2021

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1010 - Union Bank - Checking				
Bill Pmt -Check	01/05/2021	16260	Boyd & Associates	(108)
Bill Pmt -Check	01/05/2021	16261	Carmina Zavala - Medical Exp Reimb	(84)
Bill Pmt -Check	01/05/2021	16262	HARC, INC.	(11,006)
Bill Pmt -Check	01/05/2021	16263	Image Source	(145)
Bill Pmt -Check	01/05/2021	16264	Leticia De Lara - Dec 2020 Stipend	(525)
Bill Pmt -Check	01/05/2021	16265	Lund & Guttry LLP	(750)
Bill Pmt -Check	01/05/2021	16266	Ready Refresh	(50)
Bill Pmt -Check	01/05/2021	16267	Shred-It	(100)
Bill Pmt -Check	01/05/2021	16268	So.Cal Computer Shop	(810)
Bill Pmt -Check	01/05/2021	16269	Verizon Wireless	(796)
Bill Pmt -Check	01/05/2021	16270 - VOID	AgostinoCreative	0
Check	01/06/2021	Auto Pay	Calif. Public Employees'Retirement System	(13,584)
Liability Check	01/08/2021		QuickBooks Payroll Service	(43,927)
Bill Pmt -Check	01/08/2021	16271	First Bankcard (Union Bank)	(3,396)
Bill Pmt -Check	01/08/2021	16272	IntelliCorp Records,Inc.	(40)
Bill Pmt -Check	01/08/2021	16273 - VOID	Modern Healthcare	0
Bill Pmt -Check	01/08/2021	16274	Rauch Communication Consultants	(980)
Bill Pmt -Check	01/08/2021	16275	Staples Credit Plan	(160)
Bill Pmt -Check	01/08/2021	16276	Time Warner Cable	(250)
Bill Pmt -Check	01/08/2021	16277	Modern Healthcare	(645)
Bill Pmt -Check	01/08/2021	16278	Rogers, Carole - Dec 2020 Stipend	(630)
Bill Pmt -Check	01/08/2021	16279	SDRMA	(50)
Bill Pmt -Check	01/19/2021	16280	CoPower Employers' Benefits Alliance	(1,860)
Bill Pmt -Check	01/19/2021	16281	Frazier Pest Control, Inc.	(30)
Bill Pmt -Check	01/19/2021	16282	HARC, INC.	(39,998)
Bill Pmt -Check	01/19/2021	16283	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	01/19/2021	16284	Palms to Pines Printing	(347)
Bill Pmt -Check	01/19/2021	16285	Pitney Bowes Global Financial Services	(261)
Bill Pmt -Check	01/19/2021	16286	Principal Life Insurance Co.	(1,612)
Bill Pmt -Check	01/19/2021	16287	Purchase Power	(201)
Bill Pmt -Check	01/19/2021	16288	Total Compensation Systems, Inc.	(608)
Bill Pmt -Check	01/19/2021	16289	Voices for Children	(18,000)
Bill Pmt -Check	01/21/2021	16290	Leticia De Lara - Medical Exp Reimb	(154)
Bill Pmt -Check	01/21/2021	16291	Regional Access Project Foundation	(2,109)
Bill Pmt -Check	01/21/2021	16292	Rogers, Carole - Medical Exp Reimb	(10,000)
Liability Check	01/22/2021		QuickBooks Payroll Service	(42,706)
Bill Pmt -Check	01/25/2021	16293	Evet PerezGil - Medical Exp Reimb	(3,972)

Desert Healthcare District
Check Register
As of January 31, 2021

Type	Date	Num	Name	Amount
Bill Pmt -Check	01/25/2021	16294 - VOID	The Root Cause Coalition	0
Bill Pmt -Check	01/25/2021	16295	Zendle, Les - Medical Exp Reimb	(8,064)
Bill Pmt -Check	01/25/2021	16296	The Root Cause Coalition	(1,500)
Bill Pmt -Check	01/25/2021	16297	Xerox Financial Services	(394)
Check	01/25/2021		Bank Service Charge	(576)
Check	01/27/2021	Auto Pay	Principal Financial Group-	(815)
Check	01/27/2021	Auto Pay	Principal Financial Group-	(850)
Bill Pmt -Check	01/27/2021	16298 - VOID	AgostinoCreative	0
Bill Pmt -Check	01/27/2021	16299	Liebert Cassidy Whitmore	(373)
Bill Pmt -Check	01/27/2021	16300	MVP Consulting Group	(4,800)
Bill Pmt -Check	01/27/2021	16301	Ready Refresh	(50)
Bill Pmt -Check	01/28/2021	16302	AgostinoCreative	(3,000)
Bill Pmt -Check	01/28/2021	ACH 012821	Law Offices of Scott & Jackson	(9,788)
Bill Pmt -Check	01/28/2021	16304	Zendle, Les - Medical Exp Reimb	(866)
TOTAL				(231,470)

Desert Healthcare District

Details for credit card Expenditures

Credit card purchases - December 2020 - Paid January 2021

Number of credit cards held by District personnel -2									
Credit Card Limit - \$10,000									
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		
		\$ 3,396.01							
Chris' Statement:									
2020	December	\$ 3,396.01	District						
			GL	Dollar	Descr				
			6352	\$ 2,000.00	Holiday Cards for Staff				
			6355	\$ 26.62	Premiere Global Services				
			5240	\$ 25.00	Special Board of Directors' Meeting Food				
			5240	\$ 150.00	Special Board of Directors' Meeting Food				
			6360	\$ 130.59	Zoom Videoconference/Webinar Expense				
			5240	\$ 25.00	Board of Directors' Meeting Food				
			5240	\$ 200.00	Board of Directors' Meeting Food				
			6355	\$ 838.80	Asana annual membership				
				\$ 3,396.01					
Conrado's Statement:									
2020	December*	\$ -	District						
			GL	Dollar	Descr				
				\$0.00	*Paid in December and listed on December Financial Reports				

**Las Palmas Medical Plaza
Check Register - LPMP
As of January 31, 2021**

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1046 - Las Palmas Medical Plaza				
Bill Pmt -Check	01/05/2021	10290	Desert Water Agency	(268)
Bill Pmt -Check	01/05/2021	10291	Imperial Security	(3,570)
Bill Pmt -Check	01/05/2021	10292	Palm Springs Disposal Services Inc	(2,301)
Bill Pmt -Check	01/05/2021	10293	Stericycle, Inc.	(1,544)
Bill Pmt -Check	01/08/2021	10294	Imperial Security	(1,964)
Bill Pmt -Check	01/19/2021	10295	Frazier Pest Control, Inc.	(350)
Bill Pmt -Check	01/19/2021	10296	Frontier Communications	(234)
Bill Pmt -Check	01/19/2021	10297	Imperial Security	(1,785)
Bill Pmt -Check	01/19/2021	10298	Southern California Edison	(735)
Bill Pmt -Check	01/21/2021	10299	INPRO-EMS Construction	(3,000)
Bill Pmt -Check	01/21/2021	10300	INPRO-EMS Construction	(9,648)
Check	01/22/2021		Bank Service Charge	(2,228)
Bill Pmt -Check	01/25/2021	10301	INPRO-EMS Construction	(10,117)
TOTAL				(37,744)



MEMORANDUM

DATE: February 9, 2021

TO: F&A Committee

RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>Jan</u>	<u>Dec</u>
Active – still employed by hospital	94	96
Vested – no longer employed by hospital	61	60
Former employees receiving annuity	<u>7</u>	<u>7</u>
Total	<u>162</u>	<u>163</u>

The outstanding liability for the RPP is approximately **\$3.9M** (Actives - \$2.5M and Vested - \$1.4M). US Bank investment account balance \$5.2M. Per the June 30, 2020 Actuarial Valuation, the RPP has an Unfunded Pension Liability of approximately **\$4.6M**. A monthly accrual of \$7.5K is being recorded each month as an estimate for FY2021.

The payouts, excluding monthly annuity payments, made from the Plan for the Seven (7) months ended January 31, 2021 totaled **\$270K**. Monthly annuity payments (7 participants) total **\$1.0K** per month.

DESERT HEALTHCARE DISTRICT OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE As of 01/31/21 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	\$ 39,998	\$ -
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	\$ 157,500	\$ 227,500
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	\$ 8,855	\$ 145
	3 Unexpended funds Grant #1017					\$ (145)
2019-1023-BOD-10-22-19	CVRM - Transportation for Seniors & Homeless Hospital Discharge Referrals - 1 Yr	\$ 216,200		\$ 118,910	\$ 113,586	\$ 5,324
	3 Unexpended funds Grant #1023					\$ (5,324)
2019-1021-BOD-11-26-19	Neuro Vitality Center - Community Based Adult Services Program - 6 Months	\$ 143,787		\$ 79,083	\$ 50,323	\$ 28,760
	1 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	\$ 180,622	\$ 130,447
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	\$ 22,500	\$ 5,000
2020-1057-BOD-05-26-20	Desert Cancer Foundation - Patient Assistance Program	\$ 150,000		\$ 82,500	\$ 67,500	\$ 15,000
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	1 Desert Healthcare Foundation - Addressing Healthcare Needs of Black Communities		\$ 500,000	\$ 500,000	\$ 500,000	\$ -
2020-1139-BOD-09-22-20	1 CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr		\$ 50,000	\$ 50,000	\$ 22,500	\$ 27,500
2020-1135-BOD-11-24-20	5 Hope Through Housing Foundation - Family Resilience - 1 Yr		\$ 20,000	\$ 20,000	\$ 9,000	\$ 11,000
2020-1149-BOD-12-15-20	1 Voices for Children - Court Appointed Special Advocate Program - 1 Yr		\$ 40,000	\$ 40,000	\$ 18,000	\$ 22,000
2021-1136-BOD-01-26-21	1 Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr		\$ 119,432	\$ 119,432	\$ -	\$ 119,432
2021-1147-BOD-01-26-21	4 Alzheimer's Association - Critical Program Support - 1 Yr		\$ 33,264	\$ 33,264	\$ -	\$ 33,264
2021-1162-BOD-01-26-21	2 Joslyn Center - Wellness Center Program Support - 1 Yr		\$ 109,130	\$ 109,130	\$ -	\$ 109,130
TOTAL GRANTS		\$ 13,106,979	\$ 871,826	\$ 10,620,184	\$ 1,555,681	\$ 9,030,273
Amts available/remaining for Grant/Programs - FY 2020-21:						
Amount budgeted 2020-2021			\$ 4,000,000		G/L Balance:	1/31/2021
Amount granted through January 31, 2021:			\$ (871,826)		2131	\$ 2,370,273
Mini Grants:	1132, 1163	\$ (10,000)			2281	\$ 6,660,000
Financial Audits of Non-Profits	8/15/20	\$ (5,000)				
Net adj - Grants not used:	1017, 1021, 1023	\$ 34,229			Total	\$ 9,030,273
Matching external grant contributions			\$ -			\$ (0)
Balance available for Grants/Programs			\$ 3,147,403			
Strategic Focus Areas FY20-21:						
		Grant Budget	Granted YTD	Available		
1	Healthcare Infrastructure and Services	\$ 1,500,000	\$ (680,672)	\$ 819,328		
2	Behavioral Health/Mental Health	\$ 500,000	\$ (109,130)	\$ 390,870		
3	Homelessness	\$ 500,000	\$ 469	\$ 500,469		
4	Vital Human Services to People with Chronic Conditions	\$ 1,000,000	\$ (33,264)	\$ 966,736		
5	Economic Protection, Recovery and Food Security	\$ 500,000	\$ (30,000)	\$ 470,000		
Balance available for Grants/Programs		\$ 4,000,000	\$ (852,597)	\$ 3,147,403		



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: February 9, 2021
To: Finance & Administration Committee
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 lease has expired and has been on a month-to-month basis
- A draft lease has been presented to the Committee previously. The most recent was September 2020
- Subsequently, LabCorp requested modifications to the terms of the lease.
- The draft lease included in the packet has been reviewed and approved by both District and LabCorp's legal counsel
- Terms of the lease include:
 - 3-year term with Commencement Date retroactive to November 1, 2021
 - Base rent of \$1.59/square foot, with annual rent increase of 2.5%
 - Tenant Improvement Allowance – LabCorp prefers to exclude the interior fire sprinkler installation from their TI work, so the TI Allowance has been reduced to \$15/square foot and the District will complete the fire sprinkler installation
- 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 (\$15.00/sf) - \$33,000

OFFICE BUILDING LEASE

Between

**DESERT HEALTHCARE DISTRICT,
DOING BUSINESS AS LAS PALMAS MEDICAL PLAZA
AS LANDLORD**

And

**LABORATORY CORPORATION OF AMERICA
AS TENANT**

DATED

November 1, 2020

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OFFICE BUILDING LEASE

This Office Building Lease (the "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, 2020.

This Lease replaces the prior Commercial Lease dated as of November 9, 2012 (the "Prior Lease"), between Landlord and Tenant. Landlord and Tenant agree that Tenant has been in continued possession of the Premises, there are no defaults under the Prior Lease and, upon execution of this Lease, the Prior Lease is of no further force and effect.

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 Dollars 00/100 (\$41,943.00) per year.

b. *Base Year*: The calendar year of 2020

c. *Broker(s)*:

Landlord's: _____

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 1st, 2020.

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 31st, 2023, 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: 13112 Evening Creek Dr. S., San Diego, CA 92128 Attn: Lease Administrator, with copy Laboratory Corporation of America Holdings, 521 South Spring Street, Burlington, North Carolina 27215 Attn: Law Department.

h. *Monthly Installments of Base Rent (initial)*: Three-Thousand Four-Hundred Ninety-Five and 25/100 Dollars (\$3,495.25) per month.

i. *Project Operating Costs (CAMs)*: Currently Sixty-Two Cents (\$.62) per square foot per month (\$7.44 annually).

j. *Tenant Improvement Allowance (TI)*: Fifteen Dollars (\$15) per square foot or Thirty-Three Thousand and 00/100 Dollars (\$33,000.00).

- 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 reasonable 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)*: The Security Deposit currently on file with Landlord in the amount of Three Thousand, Six Hundred Thirty and 00/100 Dollars (\$3,630.00) will be returned to Tenant upon the Landlord and Tenant execution of this Lease or no later than thirty (30) days thereafter.
- 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)*: a patient service center and for related uses and purposes (e.g. collection, distribution and testing of clinical laboratory specimens, if applicable) and for related office uses.
- 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. Exhibit "B" Tenant Improvements

4. DELIVERY OF POSSESSION.

Tenant currently is in possession of the Premises.

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 2.5% over the preceding year or the Consumer Price Index (“CPI”) in the Riverside area https://www.bls.gov/regions/west/news-release/consumerpriceindex_riverside.htm.

5.3 *Project Operating Costs (CAMs):*

- a. In order that the Rent payable during the Term reflect any Project Operating Costs (as hereinafter defined), 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 solely 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 tenants); (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; (7) management of the Building or Project, whether managed by Landlord or an independent contractor; (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 (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; all amortized over the useful life of the capital improvements based on then current industry standards or manufacturers specifications, as applicable, determined in accordance with GAAP (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project which under sound accounting principles consistently applied from year to year would be classified as a normal operation expense 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.

(c) Notwithstanding the foregoing, Project Operating Costs shall not include (i) any expense or charge attributable to repairs, replacements or improvements of a capital nature except as provided in Section 5.3.b(1)(b), or (ii) any so-called "administrative fee," "management fee" or administrative or overhead charges of any kind, except as provided in Section 5.3.b(1)(b), or (iii) costs of replacements to personal property and equipment for which depreciation costs are included as a Project Operating Costs, or (iv) portion of the cost of repairs due to casualty or condemnation which are reimbursed by third parties; or (v) any income, estate, inheritance, or other transfer tax and any excess profit, franchise, or similar taxes on Landlord's business; or (vi) all costs, including legal fees, relating to activities for the solicitation and execution of leases of space in the Project; (vii) depreciation or amortization, except as provided in Section 5.3.b(1)(b), (viii) any legal fees incurred by Landlord in enforcing its rights under leases for tenants' premises in the Project, (ix) repairs or improvements paid for from the proceeds of insurance (or which would have been paid from the proceeds of insurance required to be carried by Landlord under this Lease if Landlord has failed to carry such insurance).

(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 reasonably 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 reasonably practical), Landlord shall deliver to Tenant a statement with reasonable supporting documentation 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 thirty (30) 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 promptly 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. Should an audit show that any statement of Project Operating Costs submitted by Landlord to Tenant was inaccurate, the parties will make an adjustment to reflect the actual Tenant's Proportionate Share of Project Operating Costs for the calendar year covered by the inaccurate statement. If an audit shows that Landlord has overstated Tenant's Proportionate Share of Project Operating Costs by more than 5% for any period, then Landlord will pay to Tenant upon demand, the costs of audit incurred by Tenant

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.

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.

5.7 *Tenant Improvement Allowance:* In recognition for Tenant completing all improvements to the Premises as set forth on Exhibit B attached hereto (the "Tenant Improvements"), Landlord shall provide Tenant with a Tenant Improvement Allowance not to exceed that set forth in Section 2j upon completion of the Tenant. This Tenant Improvement Allowance will be reimbursed to Tenant upon satisfactory receipt of paid invoices and inspection by Landlord that the Tenant Improvements have been satisfactorily completed. Any additional tenant improvements will be at the sole expense of the Tenant. 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, provided Landlord's approval shall not be unreasonably withheld, conditioned or delayed. 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 Improvements 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 applicable prevailing wages and if construction costs exceed \$25,000, then the Tenant Improvements shall also be subject to applicable 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) business days from the date it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) 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.

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.

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 written 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 hours, 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 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 reasonable charges therefore on demand. Landlord shall also maintain and keep lighted the Common Areas 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, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. 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 complete Tenant Improvements to the Premises as described in Exhibit B.
 - (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 located within and exclusively serving the Premises, 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 solely 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 written 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.
 - (5) Tenant shall accommodate Landlord with installation of interior fire sprinkler system at no cost to the Tenant.
- 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 unless due to the negligence or misconduct of Landlord. 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.

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, which consent shall not be unreasonably withheld, conditioned or delayed. 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 five percent (5%) 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.

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 but shall endeavor to equitably enforce the Rules and Regulations among all tenants.

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, excluding 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 which consent shall not be unreasonably withheld, conditioned or delayed, 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, 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), 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.

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 reasonable 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, and 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 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 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.
- f. If the Premises are damaged due to casualty during the last twelve (12) months of the Term, either party shall have the right to terminate the Lease.

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 any portion Premises is taken so that 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 reasonably satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all reasonable costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding.
- 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.
- c. Landlord shall indemnify and hold Tenant 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) any work, activity, or other things allowed or suffered by Landlord to be done in, on, or about the Property; (2) any breach or default by Landlord of any of the Landlord's obligations under this Lease; or (3) any negligent or otherwise tortuous act or omission of Landlord, its agents, employees, invitees, or contractors. Landlord shall at Landlord's expense and by counsel reasonable satisfactory to Tenant, defend Tenant in any action or proceeding arising from any such claim and shall indemnify Tenant against all reasonable costs, attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding.

22. TENANT'S INSURANCE.

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies reasonable 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 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. 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 upon request. 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 ten percent (10%) 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.

a. 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.

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 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.

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 coverage 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 ATTORNMENT.

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 commercially reasonable 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 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) business 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 not 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 without payment of rent; or
- a. 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) business days after such payment is due and payable; or
- b. 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
- c. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- d. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- e. 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

f. 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

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 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) *Tenant Caused Damages.* Any other amount necessary to compensate Landlord for all detriment 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 reasonable costs or expenses (including

reasonable attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, and (c) reletting the Premises (excluding 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. Each party shall indemnify and hold the other party 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 such party.

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 or by nationally recognized overnight courier, 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. 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 reasonable 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. Reserved

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, a pandemic as declared by the World Health Organization, 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) after expiration of any applicable notice and cure periods and 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 which consent shall not be unreasonably withheld, conditioned or delayed. 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. Landlord acknowledges that the existing signage in place as of the date of this Lease is approved. Notwithstanding anything to the contrary set forth above, Landlord's consent shall not be required in the event of a change in the name, logo or color of such signage consistent with its corporate standard (provided that the size, location and quantity of existing signage is not altered) or for signs which are required by law or regulation.

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 in violation of the express terms of this Lease, 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 either party is a corporation, each individual signing this Lease on behalf of such party 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 such party in accordance with its terms.
- 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. *Further Assurances:* The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- l. *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.

- m. *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.
- n. *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.
- o. *Successors and Assigns:* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- p. *Time of the Essence:* Time is of the essence of this Lease.
- q. *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.
- r. *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.
- s. *No Physician Interest.* Landlord represents and warrants that no physician or physician's family members have an ownership or investment interest in the Premises either directly or indirectly, through debt, equity, or otherwise. Landlord further represents that no physician or physician's family member shall receive or share directly or indirectly in the proceeds of this Lease.

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: Desert Healthcare District dba: Las Palmas Medical Plaza

Tenant: Laboratory Corporation of America,

By: Conrado Bárzaga

By: Chas B. Cook _____

Signature: _____

Signature: _____

Title: CEO

Title: Vice President

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.

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

EXHIBIT B

TENANT IMPROVEMENTS

Lease dated _____, 2021.

Location: 555 E. Tachevah Drive, Ste. 3E, Palm Springs, CA 92282

This exhibit, entitled "Tenant Improvements", is and shall constitute Exhibit B to the Office Building Lease ("Lease"), dated _____, 2021, by and between Landlord and Tenant for the leasing of the Premises (the "Lease"). The terms and conditions of this Exhibit B are hereby incorporated into and are made a part of the Lease. Any capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.

2. Tenant, at Tenant's sole cost and expense, except as otherwise set forth herein, will install and construct, or cause installation and construction of the following described Tenant Improvements to the Premises:

- Patch & paint throughout,
- New flooring throughout,
- Upgraded lighting & HVAC in accordance with Title 24 compliance regulation,
- Create an additional ADA compliant restroom with new fixtures,
- New common area wall hung sink,
- New millwork,
- New window coverings,
- New framing,
- Additional electrical outlets and,
- Plumbing.

The Tenant Improvements shall be constructed and installed in a good and workmanlike manner in accordance with all applicable laws.

3. Landlord shall be responsible for the cost of the Tenant Improvements up to and including \$33,000.00 (the "Tenant Improvement Allowance"). Tenant shall be responsible for the cost of the Tenant Improvements in excess of the Tenant Improvement Allowance. Landlord shall pay the Tenant Improvement Allowance within thirty (30) days after completion of Tenant Improvements.

4. Landlord will not be obligated to pay for the cost of, nor shall Landlord be required to undertake or perform, any improvements to the Premises not specifically required by the terms of this Lease.

5. Landlord acknowledges that Tenant intends to construct and install, or cause to be constructed and installed, those improvements or alterations to the Premises described in Exhibit B attached hereto and incorporated herein by reference ("Tenant Improvements"). Landlord hereby expressly consents to the Tenant Improvements upon the terms set forth in Exhibit B.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: February 9, 2021
To: Finance & Administration Committee
Subject: Temporary Lease Agreement – Sleep Treatment Partners, Inc. Suite 1E 204

Staff Recommendation: Consideration to approve the temporary lease agreement for Sleep Treatment Partners, Inc. (STP) at the Las Palmas Medical Plaza.

Background:

- Suite 1E, 204 has been under a long-term lease by Dr. Congress with Desert Oasis Healthcare
- Dr. Congress' lease expires February 28, 2021 and will not be renewing the lease, as he enters retirement.
- STP, who subleases space at the suite, is a sleep study provider and has interest in potentially continuing a long-term lease at the suite.
- Due to the virus, sleep studies are presently unable to be conducted, only allowing telephone consultations.
- STP would like to retain the suite for 6 months to allow for the COVID environment to calm down to again conduct business as normal. At which time, a full long-term lease will be negotiated.
- In light of the inability to lease existing suites at LPMP due the virus, a suitable monthly rent of \$550 per month would be paid to the District to cover the CAM charges.
- This is a better option than leaving the suite vacant while waiting for a new tenant.
- Terms of the lease will allow the District to show the property, if there are interested parties, and includes a 30-day opt out clause for either party.
- Staff recommends approval of the temporary lease agreement
- Draft temporary lease agreement is attached for review

Fiscal Impact:

Estimated revenue from Rent to cover the CAMs for 6-months - \$3,300

TEMPORARY LEASE AGREEMENT

TEMPORARY LEASE AGREEMENT (“Lease Agreement”) is made and entered into as of March 1, 2021 (the “Effective Date”), by and between **DESERT HEALTHCARE DISTRICT**, a political subdivision of the State of California (“District”), and **SLEEP TREATMENT PARTNERS, INC.** (“Tenant”), with reference to the following facts:

A. Tenant would like to utilize Building 1E Suite 204 in the Las Palmas Medical Plaza, Palm Springs, California (Premises) for medical services, on a temporary basis, for the period from March 1, 2021 through August 31, 2021.

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. If Tenant regains ability to resume in-person appointments on Premises during the Lease Term, it is expected for notification to be made to District to begin negotiations for a separate long-term lease.

D. District will retain ability to show potential tenants the subject suite with 24-hour notice to Tenant. Such notice may be made via telephone and/or electronic-mail.

E. **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 March 1, 2021 and shall end on August 31, 2021.

2. **Rent Amount.** Tenant shall pay \$550.00 monthly for rent, payable in advance on the first day of each calendar month, 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 and 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. **Termination.** Either party may terminate this Lease for any reason with a minimum 30-day notice made to the other party via mail, telephone and/or electronic-mail.

7. **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.

8. 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.

9. 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: Conrado Bárzaga

Title: CEO

“Tenant”:

SLEEP TREATMENT PARTNERS, INC.

By: _____

Name: _____

Title: _____



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: February 9, 2021
To: Finance & Administration Committee
Subject: Bank Fees for Credit Card Rental Receipts by Tenants at LPMP

Staff Recommendation: Informational Item.

Background:

- It has been tradition for the District to allow tenants of LPMP to make monthly rental payments by credit card.
- The bank fee to process the credit card charges has been 3.96% of the total.
- 8 of the tenants have paid by credit card for several years resulting in a monthly expense of approximately \$1,100.
- In recent months, the monthly fee has increased to \$2,900 per month, as 3 additional tenants with large monthly rents began payment by credit. Additionally, the monthly rents have increased due to the COVID-19 rent deferral allowed for a few tenants.
- Staff was successful in negotiating a reduction of the fee from 3.96% to 2.75%, which will reduce the monthly expense by approximately \$650.
- At the January 12, 2021 F&A Committee meeting, there was discussion regarding the increase in bank fees and to seek options to reduce the fee.
- Director DeLara indicated RAP does not incur these fees. Staff learned that RAP has one tenant who pays by credit card. RAP requires the tenant to pay the fee.
- Staff researched other options for credit card receipts, with no reduction to the monthly expense.
- The only options to reduce the expense are to require the tenants reimburse the District the 2.75% fee or change to EFT or ACH payments.
- Staff will submit a notification to the tenants who pay by credit that the payments will be subject to the changes effective April 1, 2021.

Fiscal Impact:

Estimated reduction of bank charges for rental receipts - \$2,900 per month.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: February 9, 2021
To: Finance & Administration Committee
Subject: Review the revised new Job Descriptions for all positions of the Desert Healthcare District (“District”) & Foundation.

Staff Recommendation: For information purposes to communicate to the F&A Committee the new revised Job Descriptions and FLSA Exemption Analysis of the District & Foundation.

Background:

- The Board has previously approved job descriptions for all positions of the District and Foundation.
- Presently, all employees are employed by the District and may perform functions of the Foundation.
- Following the engagement of services of Maggie Martinez, human resources consultant, Ms. Martinez and staff have been working to revise and to standardize the formats of the job descriptions.
- Additionally, the District engaged with Cassidy Liebert Whitworth (CLW), a law firm specializing in employment law, to review the FLSA exemption status of each position.
- Each new job description identifies the FLSA status (Exempt vs Non-Exempt), clarifies the essential duties and responsibilities, and specifies the minimum qualifications of each position.
- The positions of Administrative & Program Assistant and Special Assistant to the CEO/Board Relations Officer were not reviewed by CLW, as the positions were previously determined to be non-exempt.
- The FLSA Exemption Analysis and Job Descriptions are included in the packet for your review.

Fiscal Impact:

None

LIEBERT CASSIDY WHITMORE

MEMORANDUM

CONFIDENTIAL AND ATTORNEY-CLIENT PRIVILEGED

DATE: February 2, 2021 **CLIENT-MATTER NO.:** DE025/001
TO: Chris Christensen, Chief Administrative Officer, Desert Healthcare District
FROM: Oliver Yee, Jolina Abrena – Liebert Cassidy Whitmore
RE: FLSA Exemption Analysis – Desert Healthcare District

I. INTRODUCTION

The Desert Healthcare District (“District”) is a local government agency.¹ This memorandum provides our analysis of 11 District positions and eligibility for white-collar exemptions as to the overtime provisions of the Fair Labor Standards Act (“FLSA”). We reviewed and analyzed the documents provided by the District relating to 11 positions as described below.

Please note that this analysis is fact-specific. Changes in background information can affect our legal analysis and conclusions. If our understanding of the facts is erroneous, please inform us as soon as possible, as this may affect the analysis provided in this memorandum.

II. DOCUMENTS REVIEWED

1. Accounting Manager job description and Exempt Analysis Worksheet (Eric Taylor, 11.14.2020);

2. Chief Administration Officer job description and Exempt Analysis Worksheet (Chris Christensen, 11.28.2020);

3. Chief Executive Officer job description and Exempt Analysis Worksheet (Conrado E. Barzaga, 11.28.2020);

4. Chief Program Officer job description and Exempt Analysis Worksheet (Donna Craig, 11.28.2020);

5. Director of Communications and Marketing job description and Exempt Analysis Worksheet (Will Dean, 11.29.2020);

6. Manager of Special Projects and Programs job description and Exempt Analysis Worksheet Manager of Special Projects and Programs (Vanessa Smith, 11.14.2020);

¹ <https://www.dhcd.org/About-Us>.

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7. Senior Program Officer Behavioral Health job description and Exempt Analysis Worksheet (*Vacant*, 04.26.2020);

8. Program and Research Analyst job description and Exempt Analysis Worksheet (Meghan Kane, 11.14.2020);

9. Public Policy Analyst job description and Exempt Analysis Worksheet (*Vacant*, 11.14.2020);

10. Senior Development Officer job description and Exempt Analysis Worksheet (*Vacant*, 04.26.2020); and

11. Senior Program Officer and Director Community Engagement job description and Exempt Analysis Worksheet (Alejandro Espinosa, 11.28.2020).

III. SUMMARY

We are providing a summary chart regarding the 11 positions, and the white-collar exemptions for which they appear to qualify, if any.

Position	Qualifies for White-Collar Exemption	Current Classification
Accounting Manager (Eric Taylor)	None	Non-exempt
Chief Administration Officer (Chris Christensen)	Administrative duties, executive, professional, combination employee, and highly compensated employee exemptions	Exempt
Chief Executive Officer (Conrado Barzaga)	Executive, highly compensated, administrative duties and combination employee exemptions	Exempt
Chief Program Officer (Donna Craig)	Administrative duties, executive, combination employee, and highly compensated employee exemptions	Exempt
Director of Communications and	Administrative duties and highly compensated employee exemptions	Exempt

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Position	Qualifies for White-Collar Exemption	Current Classification
Marketing (Will Dean)		
Manager of Special Projects and Programs (Vanessa Smith)	None	Non-exempt
Senior Program Officer, Behavioral Health (<i>vacant</i>)	<i>May</i> qualify for the administrative duties, professional, and combination employee exemptions	Exempt
Program and Research Analyst (Meghan Kane)	Administrative duties exemption	Exempt
Public Policy Analyst (<i>vacant</i>)	<i>May</i> qualify for the administrative duties exemption	Exempt ²
Senior Development Officer (<i>vacant</i>)	<i>May</i> qualify administrative duties exemption	Exempt
Senior Program Officer and Director of Community Engagement (Alejandro Espinosa)	Administrative duties and highly compensated employee exemptions	Exempt

It appears that the incumbents in six positions (Chief Administration Officer; Chief Executive Officer; Chief Program Officer; Director of Communications and Marketing; Program and Research Analyst; Senior Program Officer and Director of Community Engagement) qualify for white-collar exemptions.

² On January 26, 2021, the District confirmed that this vacant position is currently classified as exempt, and if filled, the District will not dock pay for partial-day absences except in limited circumstances.

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It appears that the incumbents in the Accounting Manager and Manager of Special Projects and Programs positions do *not* qualify for any exemptions.

Three positions (Senior Program Officer, Behavioral Health; Public Policy Analyst; Senior Development Officer) are currently vacant. Individuals who fill those vacant positions *may* qualify for an exemption. As discussed below, the duties test for the administrative exemption analysis is based upon the individual employee’s actual job duties and whether the individual actually performs exempt duties on a customary or regular basis.³ A job description or job title does not determine whether an employee is exempt for FLSA overtime purposes.⁴ Thus, in order for the individuals who fill these four positions to qualify for an exemption, they must actually perform exempt duties on a customary or regular basis.

IV. FLSA OVERTIME EXEMPTION ANALYSIS

In general, the default status for a position is that it is non-exempt. The employer has the burden to establish that one of the FLSA overtime exemptions applies. This is true even the employee is engaged in some duties that may fall under one of the FLSA’s overtime exemptions.

Whether an employee is exempt from receiving overtime compensation under the FLSA depends upon the following two tests:

1. **Salary Basis Test:** Does the employee meet the salary basis test, meaning are they truly paid on a salary basis that meets the minimum amount required by the FLSA; and
2. **Duties Test:** Does the employee perform duties that qualify as executive, professional, administrative or other white-collar exemption under the FLSA?

If the employee does not satisfy both tests, the employee is not exempt from the FLSA’s overtime requirements, except in cases where the employee performs certain specialized jobs that are subject to a different exemption analysis.⁵

³ 29 C.F.R. § 541.701.

⁴ 29 Code of Federal Regulations (“C.F.R.”) §§ 541.2, 541.4.

⁵ Employees engaged in systems analysis, computer programming, and software engineering may qualify for the computer professional exemption where they are compensated either on a salary basis at a rate not less than \$684 per week, or on an hourly basis at a rate not less than \$27.63 per hour, and meet the duties test for that exemption. 29 C.F.R. § 541.400(b).

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If an employee satisfies both the salary basis test and duties test, the District may properly classify the employee as exempt. However, there is no requirement under the FLSA that an employer designate any classification as exempt. The District has the discretion to designate an employee who is eligible for an exemption as either exempt or non-exempt. While an employee who satisfies both the salary basis test and duties test is exempt under the FLSA, the District may choose to classify the employee as non-exempt and pay the employee on an hourly basis, track all hours worked, and pay the employee overtime in the same manner as its non-exempt employees.

V. THE SALARY BASIS TEST

On September 24, 2019, the U.S. Department of Labor (“DOL”) announced final rules modifying the weekly salary and annual compensation threshold levels for white-collar exemptions to the FLSA overtime requirements. The changes concern the “salary basis test” applicable to the “white-collar” exemptions for executive, administrative, and professional employees. Effective January 1, 2020, the DOL increased the minimum salary threshold to \$684 per week (or \$2964 per month or \$35,568 per year).⁶

The salary basis test has two components: (1) the employee must receive at least \$684 per week; and (2) the employee must receive a regular predetermined amount constituting all or part of the employee’s compensation, which amount is not subject to reduction because of variations in the quality or quantity of work performed.⁷ Use of paid leave is not considered a salary deduction for FLSA purposes, as the employee is being fully paid for the time.⁸ An employer may therefore require an exempt employee to use paid leave to cover full or partial absences during the workday without violating the salary basis test.⁹

Employers may dock pay for absences occasioned by exempt employees in limited circumstances. For example, the employer may make deductions when the employee absents him or herself from work for a day or more for personal reasons, other than sickness or accident.¹⁰ Further, the employer may make salary deductions for absences of a day or more occasioned by sickness or disability if the deductions are made pursuant to a plan, policy or practice of loss of salary occasioned by sickness and disability, and the employee has exhausted

⁶ 29 C.F.R § 541.600(a).

⁷ 29 C.F.R. § 541.602.

⁸ *Webster v. Public School Employees of Washington* (9th Cir.2001) 247 F.3d 910, 917 (“*Webster*”); *Banner v. City of Novato*, 17 F.3d 1256 (9th Cir. 1994).

⁹ 29 C.F.R § 541.710(a).

¹⁰ *Webster, supra*, 247 F.3d at 917.

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the leave allowance.¹¹ An employer may also deduct from an exempt employee’s pay for absences of less than one day if the deduction is pursuant to a pay system established by statute, ordinance, or regulation, or by a policy or practice established pursuant to principles of public accountability.¹²

When a public agency employer docks pay for absences of less than one workday or the agency places employees on leave without pay for less than one workday, the following is required in order to maintain exempt status: (1) permission for leave use has not been sought or has been sought and denied; (2) accrued leave has been exhausted; or (3) the employee chooses to use leave without pay.¹³ The principle of public accountability may be compromised when there is no agency-wide consistency as to docking of pay.

Also, the public agency employer may reduce an exempt employee’s salary by the amount of Family Medical Leave Act (“FMLA”) leave taken. For example, if an exempt employee is assumed to work a regular schedule of 40 hours per week and takes 10 hours of unpaid FMLA leave during the week, the employer may deduct 25% from the employee’s weekly salary for that work week.¹⁴

Lastly, an employer may deduct for absences due to a budget-required furlough.¹⁵ However, exempt employees who are docked pay for a budget-required furlough will lose their exempt status for that workweek in which the furlough occurs and for which the employees’ pay is accordingly reduced. An exempt employee will therefore be entitled to overtime pay if earned during the week in which the furlough-related reduction in pay occurs.¹⁶

¹¹ 29 C.F.R. § 541.602(b)(2).

¹² 29 C.F.R. § 541.710(a).

¹³ 29 C.F.R. § 541.710(a)(1) to (a)(3).

¹⁴ 29 C.F.R. §§ 825.206(a), 541.602(b)(7).

¹⁵ *Bozzo v. City of Gilroy* (N.D.Cal.2013) 982 F.Supp.2d 1057, 1063-1064 (DOL regulatory provision regarding deductions from pay of employees of public agencies is intended to allow public employers to continue treating their employees as exempt even when furlough would cause violation of salary basis test, except in workweek in which furlough day was taken and for which pay was accordingly reduced).

¹⁶ 29 C.F.R. § 541.710(b).

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VI. THE DUTIES TEST

The “duties test” is the other regulatory test that an employer must satisfy in order for the employee to be exempt from the FLSA’s overtime compensation requirements. Unless an employer can demonstrate that the duties test is satisfied, the employee is not lawfully exempt from FLSA overtime requirements.

In summary, the duties test reviews whether the employee’s primary duty comes within any one or more of the following overtime exemption categories: executive, administrative, professional, computer professional, combination exemption, or highly-compensated. The duties test analysis is based upon the individual employee’s actual job duties. The job description and the bargaining unit assignment are *not* determinative.¹⁷

A. ADMINISTRATIVE DUTIES (29 C.F.R. § 541.200)

1. Primary duty to perform office or non-manual work directly related to management or the employer’s general business operations (usually for over 50 percent of the average work week);
2. Primary duty includes the exercise of discretion and independent judgment with respect to matters of significance; and
3. Salary of at least \$684 a week (\$35,568 a year) beginning January 1, 2020.

The DOL defines work that is related to the management or general business operations of the employer as “assisting with the running or servicing of the business, as distinguished, for example, from working on a manufacturing production line or selling a product in a retail or service establishment.”¹⁸ Work directly related to management or general business operations includes, but is not limited to, work in functional areas such as: tax; finance; accounting; budgeting; auditing; insurance; quality control; purchasing; procurement; advertising; marketing; research; safety and health; personnel management; human resources; employee benefits; labor relations; public relations, government relations; computer network, internet and database administration; legal and regulatory compliance; and similar activities.¹⁹

¹⁷ 29 C.F.R. §§ 541.2, 541.4.

¹⁸ 29 C.F.R. § 541.201(a).

¹⁹ 29 C.F.R. § 541.201(b).

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The DOL requires that an exempt administrative employee must exercise “discretion and independent judgment with respect to matters of significance.”²⁰ To meet the requirement, the employee must be involved in the “comparison and the evaluation of possible courses of conduct, and acting or making a decision after the various possibilities have been considered.”²¹

Factors to consider when determining whether an employee exercises discretion and independent judgment as to matters of significance include, but are not limited to:

- whether the employee has authority to formulate, affect, interpret, or implement management policies or operating practices;
- whether the employee carries out major assignments in conducting the operations of the business;
- whether the employee performs work that affects business operations to a substantial degree, even if the employee's assignments are related to operation of a particular segment of the business;
- whether the employee has authority to commit the employer in matters that have significant financial impact;
- whether the employee has authority to waive or deviate from established policies and procedures without prior approval;
- whether the employee has authority to negotiate and bind the company on significant matters;
- whether the employee provides consultation or expert advice to management;
- whether the employee is involved in planning long- or short-term business objectives;
- whether the employee investigates and resolves matters of significance on behalf of management; and
- whether the employee represents the company in handling complaints, arbitrating disputes or resolving grievances.²²

The exercise of discretion and independent judgment implies that the employee has authority to make an independent choice, free from immediate direction or supervision. However, employees can exercise discretion and independent judgment even if their decisions or

²⁰ 29 C.F.R. § 541.202(a).

²¹ 29 C.F.R. § 541.202(a).

²² 29 C.F.R. § 541.202.

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recommendations are reviewed at a higher level.²³ The phrase “matters of significance” refers to the level of importance or consequence of the work performed.²⁴

As a “rule of thumb,” the administrative employee must spend at least 50% of his/her time on administrative duties to be potentially within the primary duty rule for the administrative exemption.²⁵ However, the percentage of time the employee spends on administrative tasks is only one factor in determining whether the employee is qualified for the administrative exemption.²⁶

B. EXECUTIVE DUTIES (29 C.F.R. § 541.100)

1. Primary duty to manage the enterprise or a customarily recognized department or subdivision (usually for over 50 percent of the average work week); and
2. Customarily and regularly directs two or more full time employees; and
3. Has authority to hire or fire other employees (or gives recommendations as to hiring, firing, promotion or other change of employment status, which receive particular weight).
4. Salary of at least \$684 a week (\$35,568 a year) beginning January 1, 2020.

The DOL’s regulations state that the following work is considered to be “management” of the enterprise and, therefore, exempt:

- Interviewing, selecting, training and evaluating the performance of employees;
- Setting and adjusting employees’ rates of pay and hours of work;

²³ 29 C.F.R. § 541.202(c); *See, Heffelfinger v. Electronic Data Systems Corp.*, 580 F.Supp.2d 933, 964 (C.D. Cal. 2008).

²⁴ 29 C.F.R. § 541.202(a).

²⁵ *Cooke v. General Dynamics Corp.* (D. Conn. 1997), 993 F.Supp.56, 59.

²⁶ *Spinden v. GS Roofing Products Co., Inc.* (8th Cir.1996) 94 F.3d 421, 428-429 (former controller was an exempt administrative employee where he was a member of the employer’s management team and participated in weekly management meetings; he computerized the plant’s accounting procedures; he signed contracts and tax documents; he created “Variance Reports” for the employer’s plants which acted as “score cards” for the plants and “vital to pricing and production information”; he received direction only from the plant manager and the employer’s corporate office; he exercised discretionary duties 10% to 20% of the time such as recommending the addition of personnel, termination of personnel, and making suggestions to senior management about negative variance; and he was the third highest paid employee at the Little Rock plant).

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- Directing and planning the work of employees, including determining the techniques to be used by the employees;
- Maintaining production or sales records for use in supervision or control;
- Handling employee complaints and grievances;
- Disciplining employees;
- Apportioning the work among employees;
- Determining the type of materials, supplies, machinery or tools to be used or merchandise to be bought, stocked or sold;
- Controlling the flow and distribution of materials or merchandise and supplies; or
- Providing for the safety of the employees or the employer’s property.²⁷

“A customarily recognized department or subdivision” is a unit with a permanent status and function rather than intended to be a mere collection of employees assigned from time to time to a specific job or a series of jobs and a unit. For example, a finance department of a large agency may have several subdivisions, such as accounts payable, accounts receivable, or tax.²⁸

With regard to the requirement that the employee must direct the work of two or more full-time employees, an employee who merely supervises two or more employees in the actual manager’s absence will not meet the requirement. Further, a shared responsibility for supervising two or more employees in the same department does not satisfy the requirement. The executive employee must also supervise and direct the work of employees in the same department the executive is managing.

If the employee does not make hiring or firing decisions, the employee can still be exempt as an executive if the employer gives particular weight to the employee’s suggestions and recommendations about the employment status of another employee. Among the factors to consider are: (1) whether it is part of the employee’s job duties to make those suggestions; (2) the frequency with which the employee’s suggestions are made or requested; and (3) the frequency with which the employee’s suggestions are relied upon.²⁹

C. LEARNED PROFESSIONAL DUTIES (29 C.F.R. § 541.300)

1. Primary duty to perform work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized

²⁷ 29 C.F.R. § 541.102.

²⁸ 29 C.F.R. §541.103(a).

²⁹ 29 C.F.R. § 541.105.

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intellectual instruction and study (usually for over 50 percent of the average work week); and

2. Salary of at least \$684 a week (\$35,568 a year) beginning January 1, 2020.

“Knowledge of an advanced type” means knowledge that cannot be attained at the high school level.³⁰ This type of knowledge is “predominantly intellectual in character, and which includes work requiring the consistent exercise of discretion and judgment, as distinguished from performance of routine mental, manual, mechanical or physical work.”³¹

The phrase “field of science or learning” is defined as one that distinguishes the learned professions from “the mechanical arts or skilled trades where in some instances the knowledge is of a fairly advanced type, but is not in a field of science or learning.”³²

The determinative factor in analyzing whether an employee falls within the professional exemption is the job requirement rather than the education the employee received.³³

D. COMBINATION EXEMPTION (29 C.F.R. § 541.708)

The regulations provide that an employee is exempt should the employee perform a combination of exempt duties from the executive, administrative, professional, and computer employee categories. Thus, an employee whose primary duty involves a combination of these categories may be exempt.

E. HIGHLY-COMPENSATED EMPLOYEE EXEMPTION (29 C.F.R. § 541.601)

The regulations provide that an employee who earns a base salary of at least \$107,432 per year (beginning January 1, 2020³⁴) is exempt if the following criteria are satisfied:

³⁰ 29 C.F.R. § 541.301.

³¹ 29 C.F.R. § 541.301.

³² 29 C.F.R. § 541.301.

³³ *Piscione v. Ernst & Young, L.L.P.*, 171 F.3d 527, 545 (7th Cir.1999), overruled on other grounds by *Hill v. Tangherlini*, 724 F.3d 965 (7th Cir.2013). *Debejian v. Atlantic Testing Laboratories, Ltd.*, 64 F.Supp.2d 85, 89 (N.D. New York 1999) (employee holding advanced education was not determinative of whether he was professional employee exempt from FLSA’s overtime provisions; rather, the proper focus was on whether the particular position at issue necessitated such advanced knowledge).

³⁴ On September 24, 2019, the DOL published final rules increasing the base salary for a highly

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1. The employee’s primary duty is performing office or non-manual work; and
2. The employee customarily and regularly performs any one or more of the exempt duties or responsibilities of an executive, administrative or professional employee.³⁵

For an employee to “customarily and regularly” perform one or more exempt duties, the employee need only perform one or more exempt duties more than occasionally.³⁶ An exempt duty is more than occasional if it is performed normally and recurrently every workweek, but not if it is an isolated or one-time task.³⁷ Further, this exempt duty need not be the employee’s “primary duty.”³⁸ As provided in 29 C.F.R. § 541.601(c):

A high level of compensation is a strong indicator of an employee's exempt status, thus eliminating the need for a detailed analysis of the employee's job duties. Thus, a highly compensated employee will qualify for exemption if the employee customarily and regularly performs any one or more of the exempt duties or responsibilities of an executive, administrative or professional employee.... An employee may qualify as a highly compensated executive employee, for example, if the employee customarily and regularly directs the work of two or more other employees, even though the employee does not meet all of the other requirements for the executive exemption under § 541.100.

VII. ANALYSIS OF ACCOUNTING MANAGER

1. Salary Basis Test

The incumbent (Eric Taylor) in the Accounting Manager position satisfies the first part of the salary basis test because he receives \$69,552 per year, which exceeds the minimum annual salary of \$35,568 required for a white-collar exemption.

compensated employee to be at least \$107,432 per year for the exemption to apply beginning January 1, 2020.

³⁵ See also DOL Opinion Letter FLSA 2019-8 (July 1, 2019).

³⁶ 29 C.F.R. § 541.701.

³⁷ 29 C.F.R. § 541.701.

³⁸ See 29 C.F.R. § 541.601(a)(2); *Smith v. Ochsner Health Sys.*, 353 F. Supp. 3d 483, 498 (E.D. La. 2018).

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As to the second part of the salary basis test, an exempt employee must receive the same predetermined amount per pay period, which amount is not subject to reduction because of variations in quality of work performed or the actual number of hours worked during the work week. The District currently treats this position as non-exempt and reduces the incumbent’s pay when he works less than a full day.³⁹

If the District intends for this position to be exempt, the District should not dock the pay of the employee for partial work day absences except in limited circumstances (see Section V, Salary Basis Test).

2. Duties Test

Based on the information provided, the incumbent in the Accounting Manager position does not appear to qualify for any white-collar exemption.

The incumbent does not appear to qualify for the administrative duties exemption because he does not primarily perform duties that satisfy factors listed in the FLSA regulations. The job description indicates that the incumbent manages and oversees the day-to-day financial activities at the District and Foundation, including month and year-end financial statement preparation, accounts payable, billing and accounts receivable, payroll, year-end audit and budgeting. While accounting and budgeting work is directly related to the District’s general business operations⁴⁰ for the administrative duties exemption, a job description is not determinative of whether a position is exempt under the FLSA.

Generally, an employee should spend 50% of his/her time performing administrative exempt duties for this exemption to apply. The Exempt Analysis Worksheet (“EAW”) indicates the incumbent spends only 10% of his time on establishing and enforcing accounting methods and policies where he would exercise discretion and judgment. The incumbent spends the majority of his time using his skill in applying established standards rather than exercising independent judgment or discretion. The incumbent prepares monthly financial statements for executive review and approval (15%); prepares monthly financial packages for meetings of the Board’s Finance Committee and Board of Directors (5%); maintains accurate accounting records

³⁹ The District informed us that “exempt” on the job description means the District does not dock the employee’s salary for a partial day absence; and that the District reduces the pay of non-exempt employees who do not work a full day. In addition, the District informed us that the District currently treats as non-exempt the following three positions: Accounting Manager; Manager of Special Projects and Programs; and Public Policy Analyst.

⁴⁰ 29 C.F.R. § 541.201(b). *Krumholz v. Village of Northport*, (E.D. New York 2012) 873 F.Supp.2d 481, 489-490 (the village treasurer met the administrative exemption where her primary duties in finance, accounting, and budgeting directly related to the village's general business operations).

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and journal entries (10%); prepares biweekly payroll for approval (10%); assists the Chief Administrative Officer with property management responsibilities (15%); prepares billings and maintains payroll records (10%); prepares accounts payable invoices for vouchers (15%); prepares checks to be signed by the Chief Executive Officer and Board of Supervisors (5%); and conducts monthly bank and investment reconciliations (5%). The EAW does not indicate the incumbent has authority to waive or deviate from established policies and procedures without prior approval.

The incumbent also does not appear to qualify for the executive exemption because he does not supervise any employees and does not have the authority to hire or fire other employees, or give recommendations that receive particular weight. The incumbent does not appear to qualify for the professional exemption because this position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or learning.

Because the incumbent does not primarily perform exempt duties, he does not appear to qualify for the combination employee exemption or the highly compensated employee exemption. Also, the incumbent does not earn the minimum salary threshold of \$107,432 per year for the highly compensated employee exemption to apply.

VIII. ANALYSIS OF CHIEF ADMINISTRATION OFFICER

1. Salary Basis Test

The incumbent (Chris Christensen) in the Chief Administration Officer position satisfies the first part of the salary basis test because he receives \$15,150 per month or \$181,908 per year, which exceeds the minimum annual salary of \$35,568 required for a white-collar exemption.

The incumbent meets the second part of the salary basis test as well. The job description lists this position as exempt, which means the District does not reduce the incumbent’s pay when he works less than a full day.

2. Duties Test

Based on the information provided, the incumbent appears to qualify for the administrative, executive, professional, combination, and highly compensated employee exemptions.

The job description indicates the CAO plays a leading role in compiling the organizational budget and developing a growth strategy; manages performance reviews and employee engagement to optimize personnel contributions; analyzes audit reports, and

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formulates and implements corrective action plans; and manages and supervises the day-to-day operations of various functions, including finance and human resources.

The EAW indicates the incumbent exercises discretion and judgment with respect to matters of significance.⁴¹ The incumbent develops strategies and policies approved by the Board of Directors to meet the District’s goals (5%); develops strategies to optimize performance across all areas of responsibility and executes strategies (10%); manages budget and resource allocations (10%); manages annual and periodic audits (10%); and manages accounting functions (25%). Thus, it appears that the incumbent qualifies for the administrative duties exemption

Based on the information provided, the incumbent may qualify for the executive exemption as well. The job description indicates the CAO is responsible for interviewing, hiring, and training employees, and supervises subordinate supervisors. The EAW indicates the incumbent makes hiring decisions (10%); manages contracts (10%); manages leases (10%); and manages real estate holdings (10%). The CAO directly supervises two full-time positions, the Accounting Manager and the Director of Communications and Marketing positions.⁴²

The incumbent qualifies for the highly compensated employee exemption because he earns \$181,908 per year, which exceeds the minimum annual salary threshold of \$107,432 for this exemption to apply, and he performs administrative and executive exempt duties as discussed above.

The incumbent also appears to qualify for the professional exemption because he regularly performs accounting⁴³ duties: manages budget and resource allocations (10%); manages annual and periodic audits (10%); and manages accounting functions (25%). Moreover, he has a certified public accountant license, which he applies to perform the accounting duties.

⁴¹ 29 C.F.R. § 541.201(b). *Krumholz v. Village of Northport*, (E.D. New York 2012) 873 F.Supp.2d 481, 489-490 (district court concluded the village treasurer met the administrative exemption where her primary duties in finance, accounting, and budgeting directly related to the village's general business operations).

⁴² The District confirmed this information with us. Also, the Exempt Analysis Worksheets for the Accounting Manager position (Eric Taylor) and the Director of Communications and Marketing (Will Dean) indicate that incumbents are supervised by the CAO.

⁴³ 29 C.F.R. § 541.301 provides: “Certified public accountants generally meet the duties requirements for the learned professional exemption. In addition, many other accountants who are not certified public accountants but perform similar job duties may qualify as exempt learned professionals. However, accounting clerks, bookkeepers and other employees who normally perform a great deal of routine work generally will not qualify as exempt professionals.”

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IX. ANALYSIS OF CHIEF EXECUTIVE OFFICER

1. Salary Basis Test

The incumbent (Conrado E. Barzaga) in the Chief Executive Officer position satisfies the first part of the salary basis test because he receives \$18,813 per month or \$225,756 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

The incumbent also meets the second part of the salary basis test. The job description lists this position as exempt, which means the District does not reduce the employee's pay when the employee works less than a full day.

2. Duties Test

Based on the information provided, the incumbent appears to qualify for the executive, highly compensated employee, administrative, and combination employee exemptions. However, the incumbent does not appear to qualify for the professional exemption.

The job description indicates the CEO provides leadership in developing program, organizational, and financial plans and execute on the policies authorized by the Board; plans, actively manages, and oversees the organization's operations, programs, fundraising, and operations while ensuring the organization's financial sustainability; actively engages in complex fiscal management through hands on budgetary development and oversight; establishes goals, objectives, and operational plans; and manages and motivates staff, overseeing processes such as hiring, separation, ongoing staff development, performance management, and compensation and benefits.

The incumbent's primary duty is to manage the District's operations, and he regularly directs more than two full-time employees. The incumbent directly supervises (1) the Chief Administration Officer, (2) the Senior Development Officer (3) the Special Assistant to the CEO, (4) the Board Relations Officer, and (5) the Senior Program Officer. The incumbent spends 38 hours out of the 40-hour week performing the following: interviewing employees (1 hour); selecting employees (1 hour); training employees (1 hour); setting and adjusting pay rates and work hours or recommending same (1 hour); directing work (10 hours); evaluating employees' efficiency and productivity (1 hour); handling employees' complaints (1 hour); disciplining employees (2 hours); planning work (10 hours); and determining work (10 hours). The incumbent only spends two hours per week performing the same kind of work as subordinate employees. Thus, it appears that the incumbent qualifies for the executive exemption

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The incumbent also qualifies for the highly compensated employee exemption because he earns \$225,756 per year, which exceeds the minimum annual salary threshold (\$107,432) for this exemption to apply, and he regularly performs executive exempt duties as discussed above.

In addition, the job description indicates the incumbent exercises discretion and judgment with respect to matters of significance. Thus, he qualifies for the administrative duties exemption and combination exemption as well. The job description indicates the CEO performs administrative exempt duties where he actively engages in complex fiscal management through hands on budgetary development and oversight; establishes goals, objectives, and operational plans; and provides leadership in developing program, organizational, and financial plans. The incumbent regularly performs the administrative exempt duties of handling employees' complaints (1 hour per week) and disciplining employees (2 hours per week). Because the incumbent performs executive and administrative exempt duties, he also qualifies for the combination exemption.

However, the incumbent does not appear to qualify for the professional exemption because the CEO position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or learning.

X. ANALYSIS OF CHIEF PROGRAM OFFICER

1. Salary Basis Test

The incumbent (Donna Craig) in the Chief Program Officer ("CPO") position satisfies the first part of the salary basis test because she receives \$10,938 per month or \$131,256 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

The incumbent also meets the second part of the salary basis test. The job description lists this position as exempt, which means the District does not reduce the employee's pay when the employee works less than a full day.

2. Duties Test

Based on the information provided, it appears the incumbent qualifies for the administrative, executive, combination and highly compensated employee exemptions. However, the incumbent does not appear to qualify for the professional exemption.

The job description indicates the CPO develops, implements, and oversees programming; develops strategies for evaluating the impact of the organization's work against established goals; monitors established indicators to measure progress towards strategic and operational

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goals; directly supervises subordinate supervisors; and carries out supervisory responsibilities including interviewing, hiring, training employees; and planning, assigning, and directing work.

The EAW indicates the incumbent exercises discretion and judgment with respect to matters of significance. The incumbent spends her time perform the following: develops funding strategies (5%); develops evaluation strategies (5%); monitors grantee performance (10%); provides guidance to grantees (8%); reviews and evaluates data (8%); researches best practices related to health initiatives and projects (10%); stays current on emerging/relevant issues (8%); develops stakeholder relationships (8%); reviews letters of intent (8%); awards grants in accordance with established policies and procedures (15%); serves as the District’s principal contact for applicants (10%); and prepares Committee Board reports (5%). The incumbent is also responsible for grant management,⁴⁴ which is a major assignment in conducting District operations and constitutes work that affects District operations to a substantial degree.⁴⁵ Thus, the incumbent appears to qualify for the administrative duties exemption.

The incumbent regularly supervises three full-time positions.⁴⁶ The CPO is responsible for supervising five positions: the Manager of Special Projects and Programs (Vanessa Smith), the Program and Research Analyst (Meghan Kane), the Senior Program Officer and Director of Community Engagement (Alejandro Espinosa), the Senior Program Officer, Behavioral Health (*vacant*) and the Public Policy Analyst (*vacant*).⁴⁷ Thus, she also appears to qualify for the executive exemption.

Because the incumbent performs administrative and executive exempt duties, she also qualifies for the combination exemption. Further, the incumbent qualifies for the highly compensated employee exemption because she earns \$131,256 per year, which exceeds the minimum annual salary threshold (\$107,432) for this exemption to apply.

However, the incumbent does not qualify for the professional exemption because the CPO position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or learning.

⁴⁴ U.S. Department of Labor Wage and Hour Opinion, FLSA 2009-9 (June 25, 2020) (DOL opined that a coordinator’s duties to write and review grant proposals are exempt budget and finance tasks.); U.S. Department of Labor Wage and Hour Opinion, FLSA 2005-43 (October 24, 2005) (DOL opined that a museum curator’s writing of grant proposals satisfied the factor of work involved in the long-term or short-term business objectives of the museum for the administrative exemption).

⁴⁵ 29 C.F.R. § 541.202(b).

⁴⁶ The District confirmed this information with us.

⁴⁷ The EWAs for these five positions indicate they are directly supervised by the Chief Program Officer.

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XI. ANALYSIS OF DIRECTOR OF COMMUNICATIONS AND MARKETING

1. Salary Basis Test

The incumbent (Will Dean) in the Director of Communications and Marketing (“DCM”) position satisfies the first part of the salary basis test because he receives \$9,188 per month per month or \$110,256 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

The incumbent also meets the second part of the salary basis test. The job description lists the DCM position as exempt, which means the District does not reduce the incumbent’s pay when he works less than a full day.

2. Duties Test

Based on the information provided, the incumbent appears to qualify for the administrative and the highly compensated employee exemptions. However, the incumbent does not appear to qualify for the executive, professional and combined employee exemptions.

The job description indicates the DCM develops, implements and evaluates an annual strategic communications plan to achieve programmatic goals, expansion-related priorities, and broader public awareness goals; provides strategic advice on communications and marketing to the Board, Staff Team, and external audiences; oversees and manages the development, distribution and maintenance of all print and electronic materials, and ensures all postings are consistent with the organization’s goals and messaging strategy; and establishes metrics to track and evaluate the impact and success of marketing campaigns.

The EWA indicates the incumbent spends his time as follows: develops and implements the annual strategic communications plans (20%); provides strategic advice on marketing and communications, including social media (30%); manages the website and Coachella Valley Health Information Portal (15%); collaborates with other agencies to develop joint initiatives (20%); prepares reports to the Board (5%); and tracks metrics (5%). The incumbent regularly exercises discretion and judgment with respect to matters of significance, i.e., marketing and internet and database administration. The DOL recently opined that a county employee’s duties such as preparing news releases, acting as a press officer, and furnishing information to the media were public relations duties related to the county’s general, rather than day-to-day

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operations, and exempt.⁴⁸ Therefore, it appears he qualifies for the administrative duties exemption.⁴⁹

In addition, the incumbent qualifies for the highly compensated employee exemption because he earns \$110,256 per year, which exceeds the minimum annual salary threshold (\$107,432) for this exemption to apply, and he performs the administrative exempt duties as discussed above.

However, the incumbent does not appear to qualify for the executive exemption because he does not supervise any employees. The incumbent does not qualify for the professional exemption because the DCM position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or learning. Lastly, the incumbent does not qualify for the combination exemption because he does not perform the exempt duties of different white-collar exemptions.

XII. ANALYSIS OF MANAGER OF SPECIAL PROJECTS AND PROGRAMS

1. Salary Basis Test

The incumbent (Vanessa Smith) in the Manager of Special Projects and Programs (“MSPP”) position satisfies the first part of the salary basis test because she receives \$5,278 per month or \$63,336 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

However, the incumbent does not meet the second part of the salary basis test. The District currently treats the MSPP position as non-exempt and reduces the incumbent’s pay when she works less than a full day.⁵⁰

2. Duties Test

Based on the information provided, the incumbent does not appear to qualify for a white-collar exemption.

The incumbent does not appear to qualify for the administrative duties exemption because she does not primarily perform duties that satisfy factors listed in the FLSA regulations. The incumbent spends the majority of her time using her skill in applying established standards rather than exercising independent judgment or discretion. The job description indicates the

⁴⁸ U.S. Department of Labor Wage and Hour Opinion, FLSA 2009-9 (June 25, 2020).

⁴⁹ 29 C.F.R. § 541.201(b).

⁵⁰ This information was provided by and confirmed by the District.

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MSPP position organizes and executes programs and activities in alignment with established program goals. The EAW indicates the incumbent performs the following: designs, organizes and executes program activities (35%); plans and coordinates health and wellness events in the Coachella Valley (25%); establishes relationships with grant partners (5%); conducts assessment and evaluation of assigned organizational programs (15%); provides technical assistance and training to staff and stakeholder partners (15%); and prepares invoices for processing in accordance with fiscal guidelines (5%).

Also, the incumbent does not appear to qualify for the executive exemption because she does not supervise any employees. The incumbent does not qualify for the professional exemption because the MSPP position does not require a prolonged course of specialized intellectual instruction and study. Further, the incumbent does not appear to qualify for the combination exemption because she does not perform any exempt duties. The incumbent does not qualify for the highly compensated employee exemption because she does not primarily perform exempt duties and she does not earn the minimum annual salary threshold (\$107,432) for this exemption to apply.

XIII. ANALYSIS OF SENIOR PROGRAM OFFICER, BEHAVIORAL HEALTH

1. Salary Basis Test

The Senior Program Officer Behavioral Health (“SPOBH”) position (*vacant*) satisfies the first part of the salary basis test because the position would receive \$7,500 per month or \$90,000 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

An individual who holds the SPOBH position meets the second part of the salary basis test as well. The job description lists this position as exempt, which means the District will not reduce the employee’s pay when he/she works less than a full day.

2. Duties Test

Based on the information provided, an employee who holds the SPOBH position appears to qualify for the administrative duties, professional, and combination employee exemptions. However, the individual would not appear to qualify for the executive or highly compensated employee exemptions.

The job description indicates the essential duties of the SPOBH position are to manage all aspects of grant programs, including grant program oversight and administration, grant application/proposal review and processing, coordination of the grant review committee, funders and partners, oversee grant program evaluation and benchmarking, and to prepare periodic

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reports on activities. The DOL has opined that writing and reviewing grant proposals are exempt budget and finance tasks.⁵¹

The job description indicates the SPOBH position has Community Health Improvement Planning (“CHIP”) duties that include: to design, implement, and manage a Behavioral Health Improvement Plan for Coachella Valley that incorporates broad community participation; to employ a collective impact approach to address complex challenges in the behavioral health system; to coordinate planning activities that involve broad stakeholder participation, assessments, priority setting, action plan development, work plan oversight, sustainability planning, and evaluation to improve community health and create more equitable health conditions; and to serve as a liaison and facilitator for other community planning activities internal and external to the District and Foundation to identify and advance priority public health issues at a systems and policy level. An individual who performs these CHIP duties would be carrying out a major assignment in conducting the District’s operations that appears to qualify for the administrative duties exemption.⁵² The DOL recently opined that an emergency management coordinator’s duties involving planning for the county government’s general operations (rather than day-to-day operations) such as organizing disaster and emergency-management drills, and reviewing the results of those drills to improve disaster and emergency-management response, and planning and furnishing emergency-management training to county personnel constitutes exempt administrative work.⁵³

In addition, the SPOBH position has assessment duties including: to coordinate and implement strategies designed to assess targeted public health issues and root causes across various populations; to identify and gather qualitative and quantitative data, and other information; and to work collaboratively with internal and external stakeholders to analyze population and community health indicators in a coordinated fashion, achieve standardization where appropriate and to ultimately guide community health improvement planning and policy efforts related to mental/behavioral health. The DOL recently opined that an emergency management coordinator’s government relations duties such as coordinating activities of large and diverse public agencies, coordinating community resources with other agencies, and requesting assistance as needed from other agencies, are exempt duties.⁵⁴

As mentioned above, the determinative factor in analyzing whether an employee falls within the professional exemption is the job requirement rather than the education the employee

⁵¹ U.S. Department of Labor Wage and Hour Opinion, FLSA 2009-9 (June 25, 2020); U.S. Department of Labor Wage and Hour Opinion, FLSA 2005-43 (October 24, 2005).

⁵² 29 C.F.R. § 541.202.

⁵³ U.S. Department of Labor Wage and Hour Opinion, FLSA 2009-9 (June 25, 2020).

⁵⁴ U.S. Department of Labor Wage and Hour Opinion, FLSA 2009-9 (June 25, 2020).

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received.⁵⁵ The job description indicates the SPOBH position requires a “Master’s degree from an accredited institution, or the equivalent; degree in Social Work, Public Health or a related area of study” and six years of relevant work experience. The SPOBH position is currently vacant.

If the District actually requires an individual to have a Master’s degree and six years of relevant work experience to hold the SPOBH position, then that individual would appear to qualify for the professional exemption. The DOL has opined that Social Workers with Master’s degrees in social work, drug and alcohol, education, counseling, psychology, or criminal justice plus two years of post-masters experience and who work in the field of their degree will generally meet the criteria for advanced knowledge for the professional exemption. “Social work conducted at this level requires advanced knowledge in a ‘field of science or learning’ and has the recognized professional status required by the regulation.”⁵⁶

In addition, the individual who holds the SPOBH position and performs the administrative exempt and professional exempt duties described above would appear to qualify for the combination employee exemption.⁵⁷

However, the individual would not appear to qualify for the executive exemption because the SPOBH position does not have supervisory duties. The individual would not also not qualify for the highly compensated employee exemption because the SPOBH position does not earn the minimum annual salary threshold (\$107,432) for this exemption to apply.

XIV. ANALYSIS OF PROGRAM RESEARCH ANALYST

1. Salary Basis Test

The incumbent in the Program Research Analyst (“PRA”) position (Meghan Kane)) satisfies the first part of the salary basis test because she receives \$5,950 per month or \$71,400 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

⁵⁵ *Piscione v. Ernst & Young, L.L.P.*, 171 F.3d 527, 545 (7th Cir.1999), overruled on other grounds by *Hill v. Tangherlini*, 724 F.3d 965 (7th Cir.2013). *Debejian v. Atlantic Testing Laboratories, Ltd.*, 64 F.Supp.2d 85, 89 (N.D. New York 1999) (employee holding an advanced education was not determinative of whether he was professional employee exempt from FLSA’s overtime provisions; rather, the proper focus was on whether the particular position at issue necessitated such advanced knowledge.).

⁵⁶ U.S. Department of Labor Wage and Hour Opinion, FLSA 2005-50 (November 4, 2005).

⁵⁷ 29 C.F.R. § 541.708.

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The incumbent also meets the second part of the salary basis test. The job description lists this position as exempt, which means the District does not reduce the employee’s pay when she works less than a full day.

2. Duties Test

Based on the information provided, it appears the PRA position qualifies for the administrative duties exemption. However, the incumbent does not appear to qualify for the executive, professional, combined employee, and highly compensated employee exemptions.

The job description indicates the PRA position performs the following: advances the Board’s Strategic Plan by connecting with community organizations, engaging in community and program research, and increasing avenues for the organization and the Foundation to participate in civic engagement opportunities; provides analytic feedback to the Program team and the CEO to ensure all health initiatives maximize their impact within the community; consults with community organizations, community health subject matter experts, university-based researchers and outreach staff, and policy makers to design and develop initiatives to promote the health and wellbeing of the organization’s service population; researches and analyze trends in current public health policies and legislation and recommends opportunities for program and policy changes; researches and analyzes trends in community health and increase the visibility of factors that improve community health; collaborates with the Chief Program Officer to ensure all grants include suitable evaluation and accountability measurements; helps develop the CalFresh Healthy Living program; develops and monitors program assessment tools to evaluate access to healthy food environments in Coachella Valley communities; and identifies and researches funding opportunities to address funding gaps.

The EAW indicates the incumbent performs the following: engages in program research (20%); provides analytical feedback on programmatic initiatives (10%); designs initiatives to promote the health and wellness of service populations (10%); researches and analyzes trends in public health policies and legislation (20%); conducts original research to analyze health trends in Coachella Valley (25%); and organizes and stores data for future projects (15%). In performing these duties, the incumbent would be carrying out major assignments in the District’s operations and exercising independent judgment, which appears to qualify for the administrative duties exemption.⁵⁸

However, the individual would not appear to qualify for the executive exemption because the PRA position does not have supervisory duties. The individual would not qualify for the professional exemption because the PRA position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or

⁵⁸ 29 C.F.R. § 541.202.

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learning. Also, the individual would not qualify for the highly compensated employee exemption because the PRA position does not earn the minimum annual salary threshold (\$107,432) for this exemption to apply.

XV. ANALYSIS OF PUBLIC POLICY ANALYST

1. Salary Basis Test

The Public Policy Analyst (“PPA”) position (*vacant*) satisfies the first part of the salary basis test because the individual who will hold this position would receive \$5,833 per month or \$69,996 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

The job description indicates this position is exempt, and if this vacant position is filled, the District will not reduce the employee’s pay when he/she works less than a full day.⁵⁹ As such, the position would meet the second part of the salary basis test.

2. Duties Test

Based on the information provided, the individual who will hold the PPA position would appear to qualify for the administrative duties exemption. However, the individual would not qualify for the executive, professional, combined employee, and highly compensated employee exemptions.

The EWA indicates the individual who holds the PPA position would regularly exercise independent judgment when the individual analyzes emerging local, state, and federal regulation, and drafts position papers making recommendations for the organization to support, oppose, or remain neutral. The EWA indicates the PPA position would perform the following: analyze emerging legislation (20%); evaluate impact to the District (15%); monitor emerging policy (15%); serve as an advocate and District representative in policy forums (15%); develop relationships with elected officials and key stakeholders (10%); identify and participate in California policy coalitions and networks (10%); and attend meetings (15%). When the employee carries out these major assignments in conducting District’s operations, including research, the employee is exercising discretion and independent judgment for the administrative duties exemption.⁶⁰

⁵⁹ This information was provided by and confirmed by the District.

⁶⁰ 29 C.F.R. § 541.201(b). See, *Reich v. John Alden Life Ins. Co.*, 940 F.Supp. 418, 422 (D.Mass.1996) (marketing representatives of insurance company, who contacted and dealt with independent insurance agents to increase purchases of company's insurance products by end-purchasers in contact

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However, the individual who holds the PPA position would not appear to qualify for the executive exemption because the position does not have supervisory duties. The individual would also not qualify for the professional exemption because the PPA position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or learning. The individual would not appear to qualify for the combined exemption because he/she would not be performing exempt duties of different white-collar exemption categories. Further, the individual would not qualify for the highly compensated employee exemption because the PPA position does not earn the minimum annual salary threshold (\$107,432) for this exemption to apply.

XVI. ANALYSIS OF SENIOR DEVELOPMENT OFFICER

1. Salary Basis Test

The Senior Development Officer (“SDO”) position (*vacant*) satisfies the first part of the salary basis test because the individual who will hold this position would receive \$5,832 per month or \$69,984 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

The individual who holds the SDO position would also meet the second part of the salary basis test. The job description lists this position as exempt, which means the District would not reduce the employee’s pay when he/she works less than a full day.

2. Duties Test

Based on the information provided, the individual that will hold the SDO position appears to qualify for the administrative duties exemption. However, the individual would not appear to qualify for the executive, professional, combined employee, and highly compensated employee exemptions.

The EWA indicates the individual that will hold the SDO position would regularly exercise discretion and independent judgment where the individual researches grant opportunities and submits applications; writes and submits concept papers, proposals and grant applications; parties in strategic planning and development; and pursues grant/funding opportunities. The EWA indicates the SDO position will manage the fund development portfolio (12% of the time); research grant opportunities (12%); identify funders (12%); collaborate with stakeholders (12%); write concept papers (12%); write grant proposals (12%); strategic planning

with agents satisfied first prong of short test for FLSA administrative exemption; representatives were engaged primarily in administrative work directly related to management policies or general business operations of company, and such work was of substantial importance to company.)

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(12%); evaluate program activities (11%); and submit grant proposals (5%). When taken together, it appears that the individual holding this position would appear to qualify for the administrative duties exemption.

However, the individual would not appear to qualify for the executive exemption because the SDO position does not have supervisory duties. The individual would not qualify for the professional exemption because the SDO position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or learning. The individual would not appear to qualify for the combined exemption because he/she would not be performing exempt duties of different white-collar exemption categories. Further, the individual would not qualify for the highly compensated employee exemption because the SDO position does not earn the minimum annual salary threshold (\$107,432) for this exemption to apply.

XVII. ANALYSIS OF SENIOR PROGRAM OFFICER AND DIRECTOR OF COMMUNITY ENGAGEMENT

1. Salary Basis Test

The incumbent in the Senior Program Officer and Director of Community Engagement (“SPODCE”) position (Alejandro Espinosa) satisfies the first part of the salary basis test because he receives \$9,357 per month or \$112,284 per year, which exceeds the minimum annual salary (\$35,568) required for a white-collar exemption.

The incumbent also meets the second part of the salary basis test. The job description lists this position as exempt, which means the District does not reduce the employee’s pay when he works less than a full day.

2. Duties Test

Based on the information provided, the incumbent in the SPODCE position appears to qualify for the administrative duties and highly compensated employee exemptions. However, the individual does not appear to qualify for the executive, professional, and combined employee exemptions.

The job description indicates that the individual who holds the SPODCE position is primarily be responsible for coordinating and administering existing grant programs, and will review grant proposals, perform due diligence work, manage current grants, evaluate grant results and make recommendations to executive leadership.

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The EAW indicates the SPODCE position will regularly exercise independent judgment where individual builds and maintains partnerships and professional relationships with other organizations and stakeholders to expand resources, raise funds and educate the public. The EAW indicates the incumbent builds and maintains stakeholder relationships (15% of the time); identifies opportunities for new program development and expansion (10%); conducts research (10%); interprets policies and procedures for actual and potential grants (10%); oversees grant program management (15%); convenes grantees as needed (10%); oversees funds and grantee budgets (5%); compiles data (5%); prepares reports (5%); makes presentations (10%); and updates network and referral databases (5%).

The EAW indicates the incumbent primarily performs grant-related work⁶¹ and research, which are major assignments affecting District operations to a substantial degree.⁶² Thus, he appears to qualify for the administrative exemption. Also, the incumbent appears to qualify for the highly compensated employee exemption because he earns \$112,284 per year, which exceeds the minimum annual salary threshold (\$107,432) for this exemption to apply.

However, the incumbent does not appear to qualify for the executive exemption because the SPODCE position does not have supervisory duties. The incumbent does not qualify for the professional exemption because the SPODCE position does not require a prolonged course of specialized intellectual instruction and study, nor advanced knowledge in a field of science or learning. Lastly, the incumbent does not appear to qualify for the combined exemption because he is not performing exempt duties of different white-collar exemption categories.

XVIII. CONCLUSION

Based on our review and analysis, and the documents and information provided by the District, we believe that the following six positions: Chief Administration Officer; Chief Executive Officer; Chief Program Officer; Director of Communications and Marketing; Program and Research Analyst, and Senior Program Officer and Director of Community Engagement, appear to qualify for white-collar exemptions.

We further believe that the Accounting Manager and Manager of Special Projects and Programs positions do *not* appear to qualify for any exemptions.

⁶¹ U.S. Department of Labor Wage and Hour Opinion, FLSA 2009-9 (June 25, 2020); U.S. Department of Labor Wage and Hour Opinion, FLSA 2005-43 (October 24, 2005).

⁶² 29 C.F.R. § 541.202(b).

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Finally, with respect to the three *vacant* positions (Senior Program Officer, Behavioral Health; Public Policy Analyst; Senior Development Officer), should the individuals who fill these positions actually perform the duties as described in the documents provided to us, then those positions would qualify for white collar exemptions.

If you have any questions regarding our review and analysis, please do not hesitate to contact us.



Accounting Manager

POSITION SUMMARY

The Accounting Manager manages and oversees the day-to-day financial activities at the District and Foundation, including month and year-end financial statement preparation, accounts payable, billing and accounts receivable, payroll, year-end audit, and budgeting.

FLSA Status

This position is non-exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Administration Officer (CAO).

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Establish and enforce proper accounting methods, policies, and principles.
- Maintain accurate accounting records.
- Prepare accurate accrual and standard journal entries for month-end closing.
- Prepare accurate bi-weekly payroll for approval by the Chief Administration Officer (CAO), and maintain payroll records.
- Prepare monthly financial statements for review and approval by the Chief Administration Officer (CAO).
- Prepare monthly bank and investment reconciliations for review and approval by the Chief Administration Officer (CAO).
- Prepare financial package for meetings of the Finance and Administration Committee and the Board of Directors.
- Prepare accounts payable invoices for vouchers.
- Prepare checks for signature by the CEO and Board of Directors.
- Prepare billings and control accounts receivable for Las Palmas Medical Plaza.
- Assist with year-end audit by preparing "Provided By Client" schedules and confirmations.
- Maintain accurate chart of accounts.
- Maintain all retirement plan records for the organization; assist employees with withdrawing from the plan by completing disbursement requests.
- Assist the CAO with tenants and real estate broker to maintain leases at the Las Palmas Medical Plaza.
- Assist the CAO with property maintenance at the Las Palmas Medical Plaza.

- Provide fiscal subject matter expertise to the Program Department for assistance with grant management activities.

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

None.

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Business Administration, Accounting or a similar area of study is preferred.

Professional Experience

Five (5) years of accounting experience; experience in the non-profit sector or health-related public agencies is preferred.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Proficiency in working with accounting software.
- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position does not require travel.
Access to reliable transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.



Administrative and Program Assistant

POSITION SUMMARY

The Administrative & Program Assistant is responsible for performing administrative duties to support the Chief Administration Officer and the Chief Program Officer.

FLSA Status

This position is non-exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Program Officer

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Administrative Responsibilities

- Handle outgoing and incoming correspondence, opening and distributing mail, and answering the main office phone.
- Organize, manage, and maintain electronic and paper grant files and databases.
- Complete monthly bank reconciliations, as needed.
- File all organizational documents, including accounting and personnel files.

Programmatic Responsibilities

- Assist in tracking project finances by collecting progress report documents.
- Work to enhance and improve grants management processes and increase efficiencies by providing creative input to the CPO.
- Handle the processing and review of grant applications from acknowledgment of submission to notification of approval or denial.
- Review grant applications and prepare funding recommendations for committees and staff.
- Assist the CPO in monitoring and documenting grantee performance and preparation of reports for staff, committees, and the board.
- Assist the CPO in communications between grant seekers, grantees, and the District.

Supervisory Responsibilities

None

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

High School diploma or GED certificate.

Professional Experience

Five years of experience providing administrative and programmatic support.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Ability to perform tasks with minimal supervision.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None

Travel Requirements

This position does not require travel.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

DRAFT



Chief Administration Officer

POSITION SUMMARY

The Chief Administration Officer (CAO) manages and supervises the day-to-day operations of the organization. The work of the CAO is a critical factor in the overall performance of the organization, ensuring the smooth operations of the business in keeping with established policies and procedures. In addition, the CAO is an integral member of the executive leadership team and plays a key role in the development of the organization's mission, vision, and strategy.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Executive Officer (CEO).

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Work in partnership with the CEO to develop strategies and policies to meet the organization's goals.
- Execute strategies to optimize performance across all areas of responsibility. Manages and supervises the day to day operations of various functions, including finance and human resources.
- Play a leading role in compiling the organizational budget and developing a growth strategy.
- Manage budgets and resource allocation, and organizational assets.
- Manage hiring and contracting, and business negotiations, including contract management.
- Manage performance reviews and employee engagement to optimize personnel contributions.
- Manage the annual audits of the District, Foundation and Retirement Protection plan.
- Analyze audit reports and formulate and implement corrective action plans where needed.
- Ensure timely filing of annual tax reports and reporting for the State Controller's Office.
- Oversee leasing, property maintenance, and management of the Las Palmas Medical Plaza.
- Maintain oversight of District real estate holdings.
- Act as the designated plan administrator for the organization's retirement plans.

- Designated lead for the following standing committees of the Board of Directors: Finance, Legal, Administration & Real Estate; Board & Staff Communications and Policies; and Hospital Lease Oversight.
- Coordinate organizational activities.
- Compile performance reports monthly and present reports to the CEO, standing Board committees, and the Board of Directors.
- Ensure compliance with all federal, state, and local laws and regulations; ensure compliance with the rules of the Securities Exchange Commission (SEC) and other governing agencies.

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

- Directly supervises personnel, including subordinate supervisors.
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems in a timely manner.

MINIMUM QUALIFICATIONS

To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Business Administration, Accounting, or a similar area of study is preferred.

Professional Experience

- Five (5) years of proven experience in organizational management at the executive level; ability to think strategically and inform business decisions. Ability to make sound business projections three (3) years into the future.
- Proficient in operational business functions (i.e., human resources, contract management, information technology).
- Strong financial acumen; knowledge of fiscal management principles, planning, budgeting, and reporting.
- Knowledge of relevant federal, state, and local laws and governing regulations

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

- The ability to write reports and business correspondence.
- The ability to effectively present information and responds to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Ability to prioritize conflicting demands and deadlines.
- Strong organizational and time management skills.
- Ability to handle sensitive and confidential information with discretion.
- Ability to communicate clearly and in a compelling manner with stakeholders at every level.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

Valid licensure as a Certified Public Accountant (CPA) in the State of California.

Travel Requirements

This position does not require travel.

Access to reliable transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

DRAFT



Chief Executive Officer

POSITION SUMMARY

The District Chief Executive Officer (CEO) is responsible for overseeing the administration, programs, and strategic plan of the organization in collaborative partnership with the District's Board of Directors.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the District's Board of Directors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

- Oversee the day-to-day operations of the organization and ensure its overall successful long-term operations
- Assure that the organization makes consistent and timely progress in achieving its mission and target programmatic impact
- Provide leadership in developing program, organizational, and financial plans and execute on the policies authorized by the Board
- Plan, actively manage, and oversee the organization's operations, programs, fundraising, and operations while ensuring the organization's financial sustainability
- Oversee and report on the organization's results for Board of Directors
- Drive development and fundraising in collaboration with the Senior Development Officer, leveraging the Board as needed
- Lead, manage, and guide the organization to attain continued growth, success, and optimal mission impact for programs and services
- Actively engage in complex fiscal management through hands on budgetary development and oversight; routinely report performance and financial activities to the Board
- Provide thoughtful executive leadership that is inclusive, transparent, and empowering in a manner that supports and guides the organization's mission as defined by the Board of Directors

- Foster a collaborative working environment, encourage professional development, and champion accountability amongst staff
- Attend all Board meetings and provide reports and updates on staff as well as all current work, project timelines, and project and organizational progress
- Establish goals, objectives, and operational plans in collaboration with the Board of Directors, staff, and other leaders
- Communicate effectively with the Board by providing members with all information necessary to continually function properly and make informed decisions in a timely and accurate manner
- Effectively represent the organization and promote a positive organizational image to ensure adequate community representation
- Organize, motivate, and mentor internal team leaders to strategically grow the organization's impact, programs, and fundraising, and to effectively fulfill its important mission
- Apply innovative thinking and performance measurements to analyze and support strategic decision-making
- Continually foster a culture that encourages collaboration between departments and recognizes positive contributions
- Contribute to the strategic plan and drive its implementation
- Manage and motivate staff, overseeing processes such as hiring, separation, ongoing staff development, performance management, and compensation and benefits
- Inspire a business-oriented, professional, results-driven environment across the organization
- Perform general management duties ensuring the successful operations of the organization

Supervisory Responsibilities

- Directly supervises personnel, including subordinate supervisors.
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems in a timely manner.

MINIMUM QUALIFICATIONS

To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Business Administration or a similar area of study is preferred.

Professional Experience

Seven (7) years of prior executive-level experience as a successful leader of a related nonprofit organization and/or health organization.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- A proven track record of growing organizational capacity and programmatic impact.
- Proven abilities and experience in fiscal management and preparing and securing Board approval for a complex budget.
- Talent for creative program creation and organizational funding growth.
- Ability to review current organizational programs/structures and make recommendations that empower programmatic refinements.
- Capacity to excel at influencing and leading an organization towards positive growth.
- Ability to design, develop, and implement strategies that enhance and support organizational operations.
- Knowledge of how to foster an environment of accountability, healthy work relationships and partnerships, and inclusivity among organizational staff in order to maintain a positive and collaborative work environment.
- Experience in creating and establishing clear, measurable business goals.
- Outstanding communication skills and ability to work well with media, staff, and the community.
- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.

- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.
- Ability to handle sensitive and confidential information with discretion.
- Ability to communicate clearly and in a compelling manner with stakeholders at every level.

Certificates, Licenses, and Registrations

None

Travel Requirements

This position requires local travel up to 50% of the time. Additional travel may be required to travel outside of the local area as needed.

Access to reliable transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

This position requires the flexibility to work evenings and weekends as needed.



Chief Program Officer

POSITION SUMMARY

The Chief Program Officer (CPO) develops, implements, and oversees programming, and develops strategies for evaluating the impact of the organization's work against established goals. Monitors established indicators to measure progress towards strategic and operational goals.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Executive Officer

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

- Develop funding and evaluation strategies and criteria for Request for Proposal (RFP) documents.
- Ensure grantmaking activities are in compliance with California's Government Code and Health and Safety Code related to health care districts.
- Review Letters of Intent, Qualifications, and Proposals submitted to the District in response to RFPs for consideration and make recommendations for review by Committee and Board members.
- Award grants in accordance with established policies and procedures.
- Monitor grantee's performance to ensure grant terms are met.
- Provide guidance to grant recipients on program evaluation tools
- Review and evaluate data derived from evaluation tools.
- Serve as the District's principal contact for applicants.
- Conduct research and examine best practices to advance recommendations for new health initiatives and projects.
- Prepare Committee and Board reports on results of District's funding.
- Prepare routine reports to the CAO and CEO regarding the status of all grant activities

- Remain current on emerging health issues of importance to the organization through literature review, contact with community and regional organization, and participation in relevant conferences or events.
- Develop strong relationships with other nonprofit, private and public organizations, and local legislators and representatives.
- Actively engage with local stakeholders to remain up to date as to the health concerns and needs of the community.

Supervisory Responsibilities

- Directly supervises personnel, including subordinate supervisors.
- Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems in a timely manner.

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Public Health, Public Administration, Education, Social Science or a similar area of study is preferred.

Professional Experience

- At least 10 years of senior and/or executive-level experience in program management or administration.
- Knowledge and understanding of philanthropic philosophies, public health, healthcare and public policy.
- Capacity to coordinate efforts involving various projects and multiple players.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and responds to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Demonstrated knowledge and understanding of philanthropic philosophies, public health, healthcare and public policy.
- Demonstrated capacity to lead and coordinate efforts involving various projects and multiple internal and external stakeholders.
- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None

Travel Requirements

This position requires local travel up to 25% of the time.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.



Director of Communications & Marketing

POSITION SUMMARY

The Director of Communications & Marketing implements, monitors, and evaluates the organization's communication strategy, including advertising, promotions, and public relations to support marketing objectives and maximize the organization's positive exposure.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Administration Officer

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

- In collaboration with the Board, the CEO, senior management, and the grantmaking team, develop, implement and evaluate an annual strategic communications plan to achieve programmatic goals, expansion-related priorities, and broader public awareness goals.
- Provide strategic advice on communications and marketing to the Board, Staff Team, and external audiences.
- Oversee and manage the development, distribution and maintenance of all print and electronic materials, including the organization's website and all social media accounts. Ensure that new information is posted regularly, and that all postings are consistent with the organization's goals and messaging strategy.
- Ensure that third party websites (e.g., grantees, public sector) contain appropriate current information about District/Foundation activities. Ensure that links are established and maintained with appropriate organizations.
- Serve as the key staff person on communications and marketing issues including media relations and crisis management.
- Oversee and manage the marketing, growth, and maturation of cvHIP (Coachella Valley Health Information Portal), the online directory of health resources in the Coachella Valley developed by the District/Foundation, and other important resources.

- Maximize online marketing opportunities including search engine optimization and social networking opportunities.
- Ensure that all printed materials are effective, produced to a high standard within budget, and delivered on time to the appropriate target audience.
- Collaborate with other health and wellness organizations to develop joint initiatives to market and promote key community health activities.
- Establish metrics to track and evaluate the impact and success of marketing campaigns
- Prepare reports on marketing and communications for the Board.

Supervisory Responsibilities

None

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Communications, Marketing, Journalism, Public Relations or a similar area of study is preferred.

Professional Experience

A minimum of 10 years' experience working in a leadership position of a business where duties involved the management of comprehensive strategic communications programs for the purpose of advancing an organization's goals and objectives, preferably in the position of a Head of Public Relations or a Head of Content.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to develop compelling and engaging communication and marketing materials.
- The ability to write reports and business correspondence.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Strong interpersonal skills with excellent judgment and creative problem solving skills.
- Ability to work effectively and efficiently in a collaborative setting.
- Strategic thinker able to provide lasting solutions for departmental issues
- Ability to offer proactive communication recommendations and keep the organization in the forefront of the healthcare community
- Ability to work in a diverse work environment.
- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position does not require travel.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.



Manager of Special Projects and Programs

POSITION SUMMARY

Under the leadership of the Chief Program Officer (CPO), the Manager of Special Projects and Programs organizes and executes programs and activities in alignment with established programmatic goals. The Manager of Special Projects and Programs develops and maintains a variety of relationships with stakeholders and other funders and experts in the field to advance the attainment of established goals.

FLSA Status

This position is non-exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Program Officer (CPO).

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Design, organize, and execute programs and activities in alignment with the organization's strategic plan.
- Coordinate outreach events that promote the health and wellbeing of Coachella Valley constituents.
- Establish positive professional relationships with grant partners.
- Conduct program assessment and evaluation of assigned programs.
- Drafts long-term goals recommendations for approval by CPO
- Manage approved long-term goals with community partners.
- Provide training and technical assistance to partners and staff as needed.
- Recommend and provide education and signage to sites
- Draft and present project status and results to District staff and board members including board briefings
- Problem solving for issues that may arise from reaching goal objectives.
- Implement and manage changes and interventions to ensure project goals are achieved
- Prepare invoices for timely processing accordance with internal fiscal guidelines.

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

None

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Public Health or a similar area of study is preferred.

Professional Experience

Three (3) years of experience in program and/or project management, preferably in the non-profit or philanthropic sector.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and responds to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None

Travel Requirements

This position requires local travel up to 25% of the time.

Access to reliable transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

This position requires the flexibility to work evenings or weekends as needed.



Program and Research Analyst

POSITION SUMMARY

The Program and Research Analyst, a position within the Desert Healthcare District, is responsible for connecting with community organizations, identifying research needs, leading the development and monitoring of grant objectives, and helping with the assessment of healthy food environments.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Program Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Advance the Board of Director's Strategic Plan by connecting with community organizations, engaging in community and program research, and increasing avenues for the organization and the Foundation to participate in civic engagement opportunities.
- Provide analytic feedback to the Program team and the CEO to ensure all health initiatives maximize their impact within the community.
- Consult with community organizations, community health subject matter experts, university-based researchers and outreach staff, and policy makers to design and develop initiatives to promote the health and wellbeing of the organization's service population.
- Research and analyze trends in current public health policies and legislation to inform programmatic discussions and recommend opportunities for program and policy changes.
- Conduct original and secondary research to analyze trends in community health and increase the visibility of factors that improve community health.
- Work in collaboration with the Chief Program Officer to ensure all grants include suitable evaluation and accountability measurements and offer subject matter expertise and guidance to non-profit organizations to help develop strong evaluation plans where needed.
- Create detailed reports of findings.
- Simplify findings into presentations.
- Organize and store data for future research projects.
- Document all data and research procedures.

- Help develop the CalFresh Healthy Living program through coordination and collaboration with partners representing the diverse assets and needs of the food pantry for program planning and implementation of healthy food access at food assistance sites
- Develop and monitor program assessment tools to evaluate access to healthy food environments in Coachella Valley communities
- Identify and research funding opportunities to address funding gaps
- Identify and research funder collaborative opportunities at the local, state, and federal levels

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

None.

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; a degree in Public Health or a similar area of study is preferred.

Professional Experience

Three (3) years research, evaluation, administrative, program and support experience, preferably in nonprofit, governmental or related institutions

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position requires local or regional travel up to 10% of the time.
Access to reliable transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.



Public Policy Analyst

POSITION SUMMARY

The Public Policy Analyst supports efforts to advance DHCD's policy agenda in California, as well as raising public awareness on different issues relevant to the Desert Healthcare District (DHCD). The Public Policy Analyst works with and maintains strong relationships with allies, stakeholders, policymakers, and others to influence state policy and advance the DHCD's mission to achieve optimal health at all stages of life for all District residents. The Policy Analyst reviews and evaluates policies and legislation to determine the benefits and impact of any changes to the District and the Foundation.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to Chief Program Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

- Analyze emerging local, state and federal legislation or regulatory policies and draft position papers outlining the impact(s) to the organization and its mission, and making recommendations to support, oppose, or remain neutral.
- Monitor policy/legislative ideas developing at the state, regional, and national levels.
- Attend meetings with legislative staff, policymakers/experts, and issue stakeholders, effectively communicating DHCD policy priorities.
- Develop relationships with elected officials, community leaders and other stakeholders in California.
- Identify and participate in California policy coalitions/networks as a representative of the organization.
- Serve as an advocate and DHCD representative in policy forums.

Supervisory Responsibilities

None.

MINIMUM QUALIFICATIONS

To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Public Policy, Political Science, or a similar area of study is preferred.

Professional Experience

Five (5) years' experience in conducting policy/legislative analysis, and working with elected representatives and related stakeholders, and developing and executing advocacy campaigns.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and responds to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Knowledge of California lobbying rules/requirements.
- Knowledge of California's legislative and policymaking process, and federal and state government structures (e.g. legislative and administrative process, budget, state agencies, etc.).

- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position requires local, regional, and state-wide travel up to 50% of the time.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.



Special Assistant to the CEO / Board Relations Officer

POSITION SUMMARY

The Special Assistant to the CEO / Board Relations officer is the primary administrative assistant to the Chief Executive Officer (CEO) and serves as the clerk of the Board. The Special Assistant is the primary liaison for both the District and the Foundation Boards of Directors, facilitating their ongoing work through administrative support.

FLSA Status

This position is non-exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to Chief Executive Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties as Special Assistant to the CEO

- Complete a broad variety of administrative tasks for the CEO including managing an active calendar of appointments; completing expense reports; composing and preparing confidential correspondence; arranging travel plans, creating itineraries and meeting agendas; and performing related tasks.
- Assist other team members with non-Board meeting planning and administrative activities as needed.
- Plan and coordinate the CEO's schedule.
- Communicate directly, and on behalf of the CEO, with Board members and governmental and non-governmental officials and organizations.
- Research, prioritize, and follow up on incoming issues and concerns addressed to the CEO, including those of a sensitive or confidential nature. Determine the appropriate course of action, referral, or response; escalate sensitive issues for prioritized resolution.
- Work closely and effectively with the CEO to keep him/her well informed of upcoming commitments and responsibilities.

Duties as Board Relations Officer

- Serve as the primary liaison with the Boards of Directors for both the District and the Foundation to answer questions, resolve issues, administratively facilitate the Boards' work, and plan for meetings.
- Develop and maintain a professional, efficient and effective working relationship with Board members.
- Plan meetings, prepare and compile Board of Directors' meeting agendas and packets (including working with staff and Board members on informational materials).
- Provide administrative support at Board and Board Committee meetings by and take accurate minutes, and maintain meeting minute books.
- Plan, coordinate, and attend Board retreats, and strategic planning retreats.
- Post meeting notices in accordance with Brown Act and public meeting requirements.
- Participates with the CEO, CAO, and other staff to provide training to Board members and improve recruitment, retention and professionalize the Board structure and systems.
- Provides administrative and informational support to the Boards as needed.
- Maintains up-to-date contact information and personnel records, rosters and or charts for committee members, board of directors, ambassadors and emeritus.
- Maintains an up-to-date board and committee related manuals and materials and periodically oversees re-publication and distribution.

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

None.

MINIMUM QUALIFICATIONS

To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or equivalent.

Professional Experience

- Three (3) years of professional-level work experience in working with governmental and/or on-profit organizations.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.

- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Familiarity with California Brown Act and public meeting regulations.
- Ability to handle sensitive and confidential information with discretion.
- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.
- Ability to take a proactive approach to problem resolution.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position does not require travel.

Must have reliable access to transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

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Senior Development Officer

POSITION SUMMARY

The Senior Development Officer is responsible for developing and executing a comprehensive donor development strategy. Working collaboratively with a diverse and wide array of internal and external stakeholders, this position manages a robust fund development portfolio of current and potential donors, grants, and other resources, in support of the District's mission.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Executive Officer (CEO).

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to clearly and compellingly articulate the mission and importance of the Desert Healthcare District & Foundation's goals. Ability to speak to the District and Foundation's program priorities with clarity and confidence.
- Create, plan, implement and staff events and/or special projects in support of fundraising priorities and leadership engagement; adapts engagement plans as needed.
- Keep accurate records of calls, relationship information, development strategies and goals.
- Work in partnership with colleagues to build and maintain current donor profiles.
- Establish and maintain strong professional relationships through cultivation, solicitation, and stewardship; works with executive leadership to identify, solicit, and secure donors and prospects.
- Solicit gifts directly, and develop other senior colleagues to support solicitation efforts.
- funding opportunities and grants.
- Partner in the organization's strategic planning and programmatic evaluation processes.

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

None

MINIMUM QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; a degree in Business Administration or a similar area of study is preferred.

Professional Experience

- Five (5) years of related professional experience at a senior level.
- Demonstrated knowledge of the principles, tools and strategies used in stakeholder engagement, assessment, planning and evaluation, and strategic planning.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to make persuasive and compelling presentations to the board, high level stakeholders, and the media.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.

- Ability to effectively communicate in a clear and compelling manner with stakeholders of every level.
- Demonstrated results in securing funding from the private and public sector, including foundations and other philanthropic organizations.
- Demonstrated ability to develop, foster and sustain professional relationships with donors
- Excellent verbal and written communication skills.
- Strong organizational skills and time management skills.
- Ability to work collaboratively as part of a small staff team.
- Strong interpersonal skills and the ability to work in a diverse work environment.
- Ability to produce quality work in a flexible and fast-paced environment.
-

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position requires travel locally, regionally, and statewide up to 50% of the time.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

This position requires the flexibility to work weekends and evenings as needed.



Senior Program Officer and Director of Community Engagement

POSITION SUMMARY

The Senior Program Officer and Director of Community Engagement develops guidelines and educational resources designed to support nonprofit organizations through District's application process for grant funding. The Sr. Program Officer and Director of Community Engagement develops, manages, and evaluates a portfolio of grants and initiatives and serves as the Foundation's Community Engagement Director across the Coachella Valley. As one of the organization's primary liaisons with the community, the Sr. Program Officer and Director of Community Engagement develops and maintains a variety of relationships with stakeholders, including other funders, and leaders and experts in the field of community health.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Program Officer (CPO).

ESSENTIAL DUTIES AND RESPONSIBILITIES

Duties as Director of Community Engagement

- Build and maintain partnerships and relations with other organizations, such as non-profits, federal and state agencies, and community organizations, in order to expand resources, raise funds, and education the public.
- Support the establishment of new partnerships with relevant stakeholders, policy makers, opinion leaders, corporations, business, civic institutions and other funders to advance the District/Foundation's mission, values, and strategic vision.
- Identify opportunities for new program development and expansion.
- Assist with the development of strategic partnerships.
- Assist with the strategic development of the organization.
- Conduct research, compile data and prepare reports for consideration and presentation to the Chief Executive Officer and Board of Directors.

- Lead the development and successful implementation of the District/Foundation grantmaking strategy and procedures in partnership with the CEO and internal stakeholders.
- Serve as a resource to interpret District/Foundation policies and procedures to potential grantees, regulatory agencies, the media, and other interested parties.
- Serve as the Outreach Director across the Coachella Valley, with responsibility for cultivating and sustaining strong professional relationships with community stakeholders, other funders, and subject matter experts in the field of community health.
- Make presentations and provide information and education about the Coachella Valley Health Info Place (CVHIP), the online directory of health resources in the Coachella Valley developed by the District/Foundation, and other important resources.
- Collaborate with community-based organizations to regularly update the CVHIP referral network and resource database.
- Represent the District/Foundation at community events and award ceremonies as assigned.

Duties as Senior Program Officer

As Program Officer will primarily be responsible for coordinating and administering existing grant programs. The Program Officer will review grant proposals, perform due diligence work, manage current grants, evaluate grant results and make recommendations to executive leadership.

- Manage all aspect of grant programs, including grant program oversight and administration, grant application/proposal review and processing, coordination of the grant review committee, funders and partners, oversee grant program evaluation and benchmarking, and prepare periodic reports on activities.
- Provides technical assistance to grant applicants as needed.
- Facilitates convening among grantee programs.
- Prepare and present funding recommendations to staff and the Board
- Follow up on past grants and submitted evaluation reports.
- Attend events and programs related to grant recipients and philanthropy.
- Stay abreast of current developments in the field.
- Conduct research of subject areas of interest to the organization as assigned.
- Develop program initiatives and project outlines to support the oversight of an organization's program development including staff development, project management, implementation, and daily management of activities.
- Oversee funds and budgets to track programmatic operating costs and expenditures. Work closely with other managers and stakeholders in developing, maintaining, and ensuring adherence to budgets.

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

None

MINIMUM QUALIFICATIONS

To perform this job successfully, and individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Bachelor's degree from an accredited institution, or the equivalent; degree in Non-Profit Management, Urban Studies, Business, Finance, or a similar area of study is preferred.

Professional Experience

- Five (5) years of relevant work experience preferably in a grantmaking organization.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualifications

- Proven experience in conducting outreach across various business sectors, including non-profit, private, philanthropic, and public sectors.
- Strong knowledge base in community health and wellness programming.
- Knowledge of non-profit programmatic operations, management, and staffing structures.
- Capacity to provide technical assistance to nonprofit service providers.

- Knowledge of grant program management principles.
- Knowledge of, and experience addressing issues impacting underserved communities,
- Competency in community organizing principles and approaches.
- Familiarity with and local government policies and processes.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position requires local and regional travel up to 40% of the time.

Access to reliable transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

This position requires the flexibility to work occasional weekend and evening hours.



Senior Program Officer, Behavioral Health

POSITION SUMMARY

The Senior Program Officer, Behavioral Health is primarily responsible for developing, implementing, and managing a collective impact approach to drive the Coachella Valley Behavioral Health Coalition. In addition, the Sr. Program Officer, Behavioral Health conducts public health planning, training, assessment, evaluation, and capacity-building activities focused on impacting mental/behavioral health.

FLSA Status

This position is exempt under the Fair Labor Standards Act.

Reporting Relationship

Reports to the Chief Program Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manage all aspect of grant programs, including grant program oversight and administration, grant application/proposal review and processing, coordination of the grant review committee, funders and partners, oversee grant program evaluation and benchmarking, and prepare periodic reports on activities.

Community Health Improvement Planning Duties

- Design, implement, and manage a **Behavioral Health Improvement Plan** for Coachella Valley that incorporates broad community participation;
- Employ a **collective impact** approach to address complex challenges in the behavioral health system;
- Coordinate planning activities that involve broad stakeholder participation, assessments, priority setting, action plan development, work plan oversight, sustainability planning, and evaluation to improve community health and create more equitable health conditions.
- Serve as a liaison and facilitator for other community planning activities internal and external to the District and Foundation to identify and advance priority public health issues at a systems and policy level.
- Engage the public and key stakeholders directly in planning, problem-solving, and decision making for community health improvement initiatives.

Assessment Duties

- Coordinate and implement strategies designed to assess targeted public health issues and root causes (e.g. social determinants of health) across various populations.
- Identify and gather qualitative and quantitative data, and other information (e.g. health-related literature, policy briefs, legislative and regulatory documents, etc.).
- Work collaboratively with internal and external stakeholders (i.e. traditional and non-traditional partners) to analyze population and community health indicators in a coordinated fashion, achieve standardization where appropriate and to ultimately guide community health improvement planning and policy efforts related to mental/behavioral health.

Program Management Duties

- Review and evaluate proposals submitted to the District and Foundation.
- Draft and edit progress reports on grant proposals.
- Provide technical assistance to grant applicants as needed.
- Facilitate convening among grantee programs.
- Prepare and present funding recommendations to staff and the Board
- Follow up on past grants and submitted evaluation reports.
- Works on proactive projects as needed.
- Attend events and programs related to grant recipients and philanthropy.
- Stay abreast of current developments in the field.
- Attend relevant continuing education programs.
- Conduct research of subject areas of interest to the organization as assigned.
- Develop program initiatives and project outlines to support the oversight of an organization's program development including staff development, project management, implementation, and daily management of activities.
- Oversee funds and budgets to track programmatic operating costs and expenditures. Work closely with other managers and stakeholders in developing, maintaining, and ensuring adherence to budgets.
- Participate in strategic planning efforts, partner with the District/Foundation's Board of Directors, leadership and programmatic staff to inform strategic objectives and direction.
- Develop and manage strategic relationships with key nonprofit service providers and other funders. As appropriate, convene grantees and subject matter experts to advance collective action, networking, and learning.
- Build and maintain a network of foundation colleagues and other key partners.
- Align, lead, and collaborate with other funders to identify partnership opportunities.

Other duties may be assigned. The duties listed here are typical examples of the work performed; not all duties assigned are included, nor is it expected that all similar positions will be assigned every duty.

Supervisory Responsibilities

This position has no supervisory responsibilities.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education

A Master's degree from an accredited institution, or the equivalent; degree in Social Work, Public Health or a related area of study.

Professional Experience

Six (6) years of relevant work experience, preferably in a senior-level role involving community engagement, including coalition building, research and evaluation, and project management.

Language Skills

- The ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- The ability to write reports and business correspondence.
- The ability to effectively present information and respond to questions from groups of managers, constituents, internal and external stakeholders, and the general public.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret graphs.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills

- Solid experience with computer skills in email and calendaring applications, and in using word processing, spreadsheets, presentation, and database software.

Other Skills & Qualification

- Familiarity with the principles of grant and program management.
- Familiarity with in non-profit operations, management, and organizational structure.

- Knowledge of, and experience addressing issues impacting underserved communities, including a good understanding of community organizing and local government policies and processes.
- Proven experience in working collaboratively across the non-profit, private, and public sectors.
- Proven ability to work well with diverse groups with flexibility, efficiency, enthusiasm, and diplomacy, both individually and as member of a team.
- Ability to listen critically, learn from others, and build consensus.
- Demonstrated ability to lead and build relationships by gaining the respect and trust of others.
- Programmatic knowledge base in community health and wellness.
- Experience in offering technical assistance to nonprofit service providers.
- Ability to manage and prioritize multiple tasks and projects according to established organization criteria and protocols.
- Strong organizational and time management skills.
- Strong interpersonal skills and the ability to work in a diverse work environment.

Certificates, Licenses, and Registrations

None.

Travel Requirements

This position requires local travel up to 25% of the time.

Access to reliable transportation.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The employee will sit, talk, hear, and use hands up to 2/3 of the time. The employee will stand and walk up to 1/3 of the time. The employee is routinely required to carry and/or lift up to 25 pounds.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

This position requires the flexibility to work weekends or evenings as required.