



**DESERT HEALTHCARE FOUNDATION**  
**Finance, Legal, Administration, & Real Estate Committee Meeting**  
**April 13, 2021**

A meeting of the Finance, Legal, Administration, & Real Estate Committee of the Desert Healthcare District will be held at 3:30 PM, Tuesday, April 13, 2021, via Zoom using the following link:

<https://us02web.zoom.us/j/83779968767?pwd=US9pUytBbHVzeFk2VUZyNEpaQWw0QT09>  
Password: 029822

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: 837 7996 8767  
Password: 029822

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**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**

**ACTION**

1. Minutes – Meeting March 9, 2021 - Pg. 2

**V. CEO REPORT**

**VI. FINANCIAL REPORT**

**ACTION**

1. Financial Statements – Pg. 3-7
2. Deposits – Pg. 8
3. Check Register – Pg. 9
4. Credit Card Expenditures – Pg. 10
5. General Grants Schedule – Pg. 11-12

**VII. OTHER MATTERS**

1. Consulting Services Agreement – MYDuarte Strategy Group – Online Registration Tool for Vaccination Events – NTE \$25,000 – Pg. 13-19

**ACTION**

**VIII. 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](mailto:ahayles@dhcd.org) or call (760) 323-6110 at least 24 hours prior to the meeting.*



**DESERT HEALTHCARE FOUNDATION**  
**FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE**  
**March 09, 2021**

Directors Present via Video Conference	District Staff Present via Video Conference	Absent
Chair/Director Arthur Shorr President Leticia De Lara Director Les Zendle, MD	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, Chief Administration Officer Donna Craig, Chief Program Officer Eric Taylor, Accounting Manager Andrea S. Hayles, Clerk to the Board	

AGENDA ITEMS	DISCUSSION	ACTION
<b>I. Call to Order</b>	Chair Shorr called the meeting to order at 4:33 p.m.	
<b>II. Approval of Agenda</b>	Chair Shorr asked for a motion to approve the Agenda.	<b>Moved and seconded by Director Zendle and President De Lara to approve the agenda. Motion passed unanimously.</b>
<b>III. Public Comment</b>	There was no public comment.	
<b>IV. Approval of Minutes</b>  1. <b>Minutes – Meeting February 09, 2021</b>	Chair Shorr asked for a motion to approve the minutes of the February 09, 2021 F&A Committee meeting.	<b>Moved and seconded by Director Zendle and President De Lara to approve the February 09, 2021 meeting minutes. Motion passed unanimously.</b>
<b>V. CEO Report</b>	There was no CEO report.	
<b>VI. Financial Reports</b> 1. <b>Financial Statements</b> 2. <b>Deposits</b> 3. <b>Check Register</b> 4. <b>Credit Card Expenditures</b> 5. <b>General Grants Schedule</b>	Chris Christensen, CAO, reviewed the February financial reports answering questions of the committee members.	<b>Moved and seconded by Director Zendle and President De Lara to approve the February 2021 Foundation Financial Reports – items 1-5 and forward to the Board for approval. Motion passed unanimously.</b>
<b>VII. Other Matters</b>	There were no new matters.	
<b>VIII. Adjournment</b>	Chair Shorr adjourned the meeting at 4:37 p.m.	<b>Audio recording available on the website at <a href="http://dhcd.org/Agendas-and-Documents">http://dhcd.org/Agendas-and-Documents</a></b>

ATTEST: \_\_\_\_\_  
 Arthur Shorr, Chair, Director, Board of Directors  
 Finance & Administration Committee  
 Desert Healthcare Foundation Board of Directors

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

<b>DESERT HEALTHCARE FOUNDATION</b>					
<b>MARCH 2021 FINANCIAL STATEMENTS</b>					
<b>INDEX</b>					
Statement of Operations					
Balance sheet					
Allocation of Restricted Funds					
Deposit Detail					
Check Register					
Credit Card Expenditures					
Schedule of Grants					

**Desert Healthcare Foundation**  
**Profit & Loss Budget vs. Actual**  
July 2020 through March 2021

	MONTH			TOTAL		
	Mar 21	Budget	\$ Over Budget	Jul '20 - Mar 21	Budget	\$ Over Budget
<b>Income</b>						
4000 · Gifts and Contributions	7,784	2,500	5,284	138,054	22,500	115,554
4003 · Grants	0	100,000	(100,000)	1,800,000	900,000	900,000
4116 · Bequests - Frederick Lowe	0	5,417	(5,417)	44,451	48,753	(4,302)
4130 · Misc. Income	0	83	(83)	0	747	(747)
8015 · Investment Interest Income	18,124	8,333	9,791	142,383	74,997	67,386
8030 · Change in Value of CRT's	0	500	(500)	0	4,500	(4,500)
8040 · Restr. Unrealized Gain/(Loss)	103,719	4,167	99,552	331,427	37,503	293,924
<b>Total Income</b>	<b>129,627</b>	<b>121,000</b>	<b>8,627</b>	<b>2,456,315</b>	<b>1,089,000</b>	<b>1,367,315</b>
<b>Expense</b>						
5001 · Accounting Services Expense	958	667	291	8,622	6,003	2,619
5035 · Dues & Memberships Expense	0	42	(42)	25	378	(353)
5057 · Investment Fees Expense	5,045	2,500	2,545	35,947	22,500	13,447
5065 · Legal Costs Ongoing Expense	0	83	(83)	0	747	(747)
5101 · DHCD-Exp Alloc Wages& benefits	12,605	21,844	(9,239)	160,446	196,596	(36,150)
5102 · DHCD-Expenses - COVID CARES	36,834	0	36,834	166,834	0	166,834
5106 · Marketing & Communications	21	3,958	(3,937)	257	35,622	(35,365)
5110 · Other Expenses	370	417	(47)	4,128	3,753	375
5115 · Postage & Shipping Expense	0	8	(8)	0	72	(72)
5120 · Professional Fees Expense	0	83	(83)	0	747	(747)
8051 · Major grant expense	0	83,333	(83,333)	1,966,624	749,997	1,216,627
8052 · Grant Expense - Collective/Mini	0	27,500	(27,500)	0	247,500	(247,500)
<b>Total Expense Before Social Services</b>	<b>55,833</b>	<b>140,435</b>	<b>(84,602)</b>	<b>2,342,883</b>	<b>1,263,915</b>	<b>1,078,968</b>
5054 · Social Services Fund	0	5,000	(5,000)	20,000	45,000	(25,000)
<b>Net Income</b>	<b>73,794</b>	<b>(24,435)</b>	<b>98,229</b>	<b>93,432</b>	<b>(219,915)</b>	<b>313,347</b>

**Desert Healthcare Foundation**  
**Balance Sheet Previous Year Comparison**  
As of March 31, 2021

			Mar 31, 21	Mar 31, 20
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
<b>100 - CASH</b>				
		146 - Checking - Pacific Premier 6718	0	10,426
		149 - Money Market - Pacific Premier	0	1,946
		150 - Petty Cash	200	200
		151 - Checking - Union Bank 7611	1,263,357	359,943
		155 - Summer Homeless Survival Fund	0	11,374
		<b>Total Checking/Savings</b>	<b>1,263,557</b>	<b>383,889</b>
		<b>Total Accounts Receivable</b>	<b>50,000</b>	<b>0</b>
<b>Other Current Assets</b>				
<b>476-486 - INVESTMENTS</b>				
<b>477 - Morgan Stanley-Investments</b>				
		477.2 - Unrealized Gain/(Loss)	62,443	(115,634)
		477 - Morgan Stanley-Investments - Other	3,089,672	4,237,649
		<b>Total 477 - Morgan Stanley-Investments</b>	<b>3,152,115</b>	<b>4,122,015</b>
<b>486 - Merrill Lynch</b>				
		486.1 - Merrill Lynch Unrealized Gain	733,942	8,045
		486 - Merrill Lynch - Other	1,738,348	1,716,284
		<b>Total 486 - Merrill Lynch</b>	<b>2,472,290</b>	<b>1,724,329</b>
		<b>Total 476-486 - INVESTMENTS</b>	<b>5,624,405</b>	<b>5,846,344</b>
<b>500 - CONTRIBUTIONS -RCVB -CRTS</b>				
		515 - Contrib RCVB-Pressler CRT	61,277	63,217
		530 - Contrib RCVB-Guerts CRT	126,022	126,022
		<b>Total 500 - CONTRIBUTIONS -RCVB -CRTS</b>	<b>187,299</b>	<b>189,239</b>
		601 - Prepaid Payables	2,875	2,483
		<b>Total Other Current Assets</b>	<b>5,814,579</b>	<b>6,038,066</b>
<b>TOTAL ASSETS</b>			<b>7,128,136</b>	<b>6,421,955</b>

**Desert Healthcare Foundation**  
**Balance Sheet Previous Year Comparison**  
As of March 31, 2021

				Mar 31, 21	Mar 31, 20
<b>LIABILITIES &amp; EQUITY</b>					
<b>Liabilities</b>					
<b>Current Liabilities</b>					
<b>Accounts Payable</b>					
			1000 · Accounts Payable	1,094	0
			1052 · Account payable-DHCD Exp Alloc	61,839	109,010
			<b>Total Accounts Payable</b>	<b>62,933</b>	<b>109,010</b>
<b>Other Current Liabilities</b>					
			2183 · Grants Payable-COVID-CARES PHI	652,500	0
			2185 · Deferred Revenue	50,000	0
			2190 · Current - Grants payable	2,688,766	2,039,160
			<b>Total Other Current Liabilities</b>	<b>3,391,266</b>	<b>2,039,160</b>
			<b>Total Current Liabilities</b>	<b>3,454,199</b>	<b>2,148,170</b>
<b>Long Term Liabilities</b>					
			2186 · Grants payable	1,600,000	2,260,000
			<b>Total Liabilities</b>	<b>5,054,199</b>	<b>4,408,170</b>
<b>Equity</b>					
			3900 · Retained Earnings	1,980,510	2,294,853
			<b>Net Income</b>	<b>93,432</b>	<b>(281,068)</b>
			<b>Total Equity</b>	<b>2,073,942</b>	<b>2,013,785</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>				<b>7,128,136</b>	<b>6,421,955</b>

DESERT HEALTHCARE FOUNDATION					
BALANCE SHEET 03/31/21					
ALLOCATION OF MAJOR CATEGORIES/LIABILITIES					
		T/B	GENERAL Fund	Restricted Funds	Trusts
<b>ASSETS</b>					
	150 · Petty Cash	200	200	-	-
	151 · Checking - Union Bank 7611*	1,263,357	506,152	757,205	-
	<b>Total 100 · CASH - UNRESTRICTED</b>	<b>1,263,557</b>	<b>506,352</b>	<b>757,205</b>	<b>-</b>
Accounts Receivable					
	321 - Accounts Receivable - Other	50,000	-	50,000	-
	<b>Total Accounts Receivable</b>	<b>50,000</b>	<b>-</b>	<b>50,000</b>	<b>-</b>
477 · Invt-Morgan Stanley					
	477.2 · Unrealized Gain	62,443	-	62,443	-
	477 · Invt-Morgan Stanley	3,089,672	-	3,089,672	-
	<b>Total 477 · Invt-Morgan Stanley</b>	<b>3,152,115</b>	<b>-</b>	<b>3,152,115</b>	<b>-</b>
6441	486.1 · Merrill Lynch Unrealized Gain	733,942	733,942	-	-
	486 · Merrill Lynch	1,738,348	706,402	1,031,946	-
	<b>Total 486 · Merrill Lynch</b>	<b>2,472,290</b>	<b>1,440,344</b>	<b>1,031,946</b>	<b>-</b>
	515 · Contrib RCVB-Pressler CRT	61,277	-	-	61,277
	530 · Contrib RCVB-Guerts CRT	126,022	-	-	126,022
	601 - Prepaid payables	2,875	2,875	-	-
	<b>Total Current Assets</b>	<b>7,128,136</b>	<b>1,949,571</b>	<b>4,991,266</b>	<b>187,299</b>
	<b>TOTAL ASSETS</b>	<b>7,128,136</b>	<b>1,949,571</b>	<b>4,991,266</b>	<b>187,299</b>
<b>LIABILITIES &amp; EQUITY</b>					
<b>Liabilities</b>					
Current Liabilities					
Accounts Payable					
	1000 · Accounts Payable	1,094	1,094	-	-
	1052 - Account Payable - DHCD - Alloc Expenses	61,839	61,839	-	-
	2183 · Grants Payable-COVID-CARES PHI	652,500	-	652,500	-
	2185 - Deferred Revenue	50,000	-	50,000	-
	2190 - Grants Payable - Current Portion	2,688,766	-	2,688,766	-
	<b>Total Current Liabilities</b>	<b>3,454,199</b>	<b>62,933</b>	<b>3,391,266</b>	<b>-</b>
	2186 - Grant Payable - Long Term	1,600,000	-	1,600,000	-
	<b>Total Liabilities</b>	<b>5,054,199</b>	<b>62,933</b>	<b>4,991,266</b>	<b>-</b>
<b>Equity</b>					
	3900 · Retained Earnings	1,980,510	1,793,211	-	187,299
	Net Income	93,432	93,432	-	-
	<b>Total Equity</b>	<b>2,073,942</b>	<b>1,886,643</b>	<b>-</b>	<b>187,299</b>
	<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>7,128,136</b>	<b>1,949,571</b>	<b>4,991,266</b>	<b>187,299</b>
* Restricted funds include Summer Survival Homeless Fund (\$16,772), Donations (\$25,000), Pass-Through Funds and Accounts Payable					

**Desert Healthcare Foundation**  
**Deposit Detail**  
 March 2021

Type	Date	Name	Account	Amount
<b>Deposit</b>	<b>03/03/2021</b>		<b>151 - Checking - Union Bank 7611</b>	<b>10</b>
		Misc.	4000 - Gifts and Contributions	(10)
TOTAL				(10)
<b>Deposit</b>	<b>03/24/2021</b>		<b>151 - Checking - Union Bank 7611</b>	<b>5,264</b>
		Saint Paul Foundation	4000 - Gifts and Contributions	(5,264)
TOTAL				(5,264)
<b>Deposit</b>	<b>03/24/2021</b>		<b>151 - Checking - Union Bank 7611</b>	<b>10</b>
		Misc.	4000 - Gifts and Contributions	(10)
TOTAL				(10)
<b>Deposit</b>	<b>03/31/2021</b>		<b>151 - Checking - Union Bank 7611</b>	<b>2,500</b>
		Misc.	4000 - Gifts and Contributions	(2,500)
TOTAL				(2,500)
			<b>TOTAL</b>	<b>7,784</b>



**Desert Healthcare Foundation**  
**Check Register**  
As of March 31, 2021

Type	Date	Num	Name	Amount
<b>100 - CASH</b>				
<b>151 - Checking - Union Bank 7611</b>				
Bill Pmt -Check	03/03/2021	5168	El Sol Neighborhood Educational Center	(30,000)
Bill Pmt -Check	03/03/2021	5169	Galilee Center	(30,000)
Bill Pmt -Check	03/03/2021	5170	KESQ Newschannel 3	(100)
Bill Pmt -Check	03/03/2021	5171	Todec Legal Center Perris	(30,000)
Bill Pmt -Check	03/03/2021	5172	Union Bank	(1,492)
Bill Pmt -Check	03/10/2021	5173	Pueblo Unido CDC	(5,000)
Bill Pmt -Check	03/10/2021	5174	Alejandro Espinoza - Expense Reimbursement	(11,134)
Bill Pmt -Check	03/17/2021	5175	Alianza Coachella Valley	(18,750)
Bill Pmt -Check	03/17/2021	5176	Lideres Campesinas, Inc.	(25,000)
Bill Pmt -Check	03/17/2021	5177	Miguel Delgado	(400)
Bill Pmt -Check	03/17/2021	5178	OneFuture Coachella Valley	(45,000)
Bill Pmt -Check	03/17/2021	5179	Public Health Institute.	(37,500)
Bill Pmt -Check	03/17/2021	5180	Will Dean - Mileage Reimbursement	(224)
Check	03/25/2021		Bank Service Charge	(370)
Bill Pmt -Check	03/31/2021	5181	Regional Access Project Foundation-	(150,000)
Bill Pmt -Check	03/31/2021	5182	Verizon Wireless	(2,824)
Bill Pmt -Check	03/31/2021	5183	KUNA-FM	(2,970)
<b>TOTAL</b>				<b>(390,764)</b>





DESERT HEALTHCARE FOUNDATION						
OUTSTANDING PASS-THROUGH GRANTS AND GRANT PAYMENT SCHEDULE						
March 31, 2021						
FISCAL YEAR ENDED JUNE 30, 2021						
A/C 2183			6/30/2020 Open	New Grants Current Yr	Total Paid	3/31/2021 Open
Grant ID Nos.	Name		BALANCE	2020-2021	July-June	BALANCE
<b>BOD - 10/20/20 - Contract #21-024</b>	<b>Coronavirus Aid, Relief, and Economic Security (CARES) Act and Center for Disease Control and Prevention Epidemiology and Laboratory Capacity (ELC) Enhancing Detection funding from Riverside County - \$1.2 Million (\$960,000 for grants)</b>					
BOD - 10/20/20 (#1152)	Galilee Center - Emergency Services			\$ 120,000	\$ 90,000	\$ 30,000
BOD - 10/20/20 (#1154)	Vision Y Compromiso - Stop the Spread of COVID-19			\$ 120,000	\$ 60,000	\$ 60,000
BOD - 10/20/20 (#1155)	Pueblo Unido CDC - Coachella Valley COVID-19 Collaborative			\$ 120,000	\$ 60,000	\$ 60,000
BOD - 10/20/20 (#1156)	El Sol Neighborhood Educational Center - Coachella Valley COVID-19 Collaborative			\$ 120,000	\$ 90,000	\$ 30,000
BOD - 10/20/20 (#1157)	Youth Leadership Institute - COVID-19 ECV Collaborative			\$ 120,000	\$ 60,000	\$ 60,000
BOD - 10/20/20 (#1158)	Alianza Coachella Valley - ECV COVID-19 STRATEGIC COMMUNICATIONS PLAN			\$ 120,000	\$ 60,000	\$ 60,000
BOD - 10/20/20 (#1159)	Lideres Campesinas, Inc. - Take It to the Fields Initiative			\$ 120,000	\$ 60,000	\$ 60,000
BOD - 10/20/20 (#1161)	Todec Legal Center Perris - Sembrando Prevencion			\$ 120,000	\$ 90,000	\$ 30,000
<b>BOD - 12/15/20 - Contract</b>	<b>Together Toward Health funding, a Program of the Public Health Institute - \$500,000 (\$445,000 for grants)</b>					
BOD - 12/15/20 (#1172)	El Sol Neighborhood Educational Center - Coachella Valley COVID-19 Collaborative			\$ 140,000	\$ -	\$ 140,000
BOD - 12/15/20 (#1175)	Pueblo Unido, CDC			\$ 25,000	\$ 25,000	\$ -
BOD - 12/15/20 (#1176)	Galilee Center - Emergency Services			\$ 25,000	\$ 18,750	\$ 6,250
BOD - 12/15/20 (#1179)	Youth Leadership Institute			\$ 25,000	\$ -	\$ 25,000
BOD - 12/15/20 (#1180)	Alianza Coachella Valley - ECV COVID-19 STRATEGIC COMMUNICATIONS PLAN			\$ 25,000	\$ 18,750	\$ 6,250
BOD - 12/15/20 (#1181)	Vision Y Compromiso - Promotoras and the Coachella Valley COVID-19 Collaborative			\$ 140,000	\$ 105,000	\$ 35,000
BOD - 12/15/20 (#1185)	Lideres Campesinas, Inc. - Take It to the Fields Initiative			\$ 25,000	\$ 25,000	\$ -
BOD - 12/15/20 (#1189)	Todec Legal Center Perris - Sembrando Prevencion			\$ 50,000	\$ -	\$ 50,000
<b>TOTAL GRANTS</b>			<b>\$ -</b>	<b>\$ 1,415,000</b>	<b>\$ 762,500</b>	<b>\$ 652,500</b>
					A/C 2183	\$ 652,500
					Diff	\$ -
	CARES/ELC Administrative Costs			\$ 240,000	\$ 149,718	\$ 90,282
	Public Health Institute Administrative Costs			\$ 45,000	\$ -	\$ 45,000
<b>TOTAL ADMINISTRATIVE COSTS</b>			<b>\$ -</b>	<b>\$ 285,000</b>	<b>\$ 149,718</b>	<b>\$ 135,282</b>
<b>Amts available/remaining for Grant/Programs - FY 2020-21:</b>						
<b>Amount granted year to date</b>		\$ (1,415,000)			<b>Grant Funds</b>	
Mini Grants:					<b>CARES/ELC</b>	<b>PHI</b>
Net adj - Grants not used:				Total Grant	\$ 1,200,000	\$ 500,000
Foundation Administration Costs		\$ (285,000)		Received to Date	\$ 900,000	\$ 400,000
Contributions / Additional Funding	CARES \$600,000 & ELC \$600,000 & PHI \$500,000	\$ 1,700,000		<b>Balance Remaining</b>	<b>\$ 300,000</b>	<b>\$ 100,000</b>
<b>Balance available for Grants/Programs</b>		<b>\$ -</b>				
<b>Summary: As of 03/31/2021</b>						
Riverside County COVID-19 Support	\$					480,282
Public Health Institute Support	\$					307,500
<b>Total</b>	<b>\$</b>					<b>787,782</b>



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

Date: April 13, 2021  
To: Finance and Administration Committee  
Subject: Consideration to approve a Consulting Services Agreement with MYDuarte Strategy Group for development and implementation of an online registration tool for vaccination events of the CV Equity Collaborative

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**Staff Recommendation:**

Consideration to approve a Consulting Services Agreement with MYDuarte Strategy Group for development and implementation of an online registration tool for vaccination events of the CV Equity Collaborative

**Background:**

- The Desert Healthcare District and Foundation has established and leads The Coachella Valley Equity Collaborative (CVEC), which has brought together community- and faith-based organizations, government agencies (county and state), and local farm owners to address the COVID-19 epidemic and ensure there is a coordinated effort to maximize resources and prevent overlap in services and/or outreach.
- COVID-19 vaccine events have increased dramatically and the CVEC once again finds itself leading efforts to increase access to underserved communities in the Eastern Coachella Valley, specifically farmworker communities, and now educators and food service workers.
- With the increase of vaccination events coordinated and hosted by the CVEC, where hundreds of community members participate. A need for an online registration system arose to meet the high demand of available appointments to ensure community members have access to multiple registration methods, that include on-site registration, online, and walk-ins. The development and management of the on-line registration system will increase the access of the COVID-19 vaccine to District residents.
- Staff has identified a consultant, MYDuarte Strategy Group, to provide the development and implementation of the online registration system and to provide support at the vaccination events.
- Staff recommends approval of the Consulting Service Agreement with MYDuarte Strategy Group.

**Fiscal Impact:**

Expense Not to exceed \$25,000. The expense is covered by the CARES/ELC funds provided by Riverside County.

## **CONSULTING SERVICES AGREEMENT**

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

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

1. District would like to retain the professional services of Consultant to:

- Assit in managing large scale vacciantion events.
- Will build and bundle HIPPA compliant technology operating systems to help streamline day of checkin processes which is a separate from process from online and on-site registration systems.
- Will manage online event registration for all events including creating Event Communication packages.
- Will coordinate with Rite Aid Pharmacy Regional to streamline Day of process and sharing of electronic data to save time and resources of print materials.
- Will coordinate event mass communications systems to communication Day of and last minute details via text message or email to all registered guests with 1st and 2nd dose details.
- Will collaborate with District Staff, manage Day of events and troubleshoots to alleviate bottlenecks or any other issues that arise.
- Does not require the District to provide a computer or any software.

2. Consultant has worked with the University of California: Office of the President to organize and coordinate large-scale events that included the on-line registration systems, and supervision of the event staff. In addition, the Consultant has also managed political campaigns for local elected officials, special districts, and unions. necessary to provide the professional services (“Services”) as more specifically outlined in the attached Exhibit “A” (“Consultant Proposal”).

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

#### **1. CONSULTANT’S SERVICES.**

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

1.2 Compliance with Laws. In performing the Services, Consultant shall, at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of

every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the Services.

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

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

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

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant a Not To Exceed amount of \$25,000, plus customary expenses.

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

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

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

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed until May 31, 2021 subject to Section 1.3 above or the District's right to terminate sooner for convenience.

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

**4. INDEPENDENT CONTRACTOR.**

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

**5. OWNERSHIP OF DOCUMENTS.**

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

**6. INDEMNIFICATION.**

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

**7. NOTICE.**

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

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

To: Consultant  
MyDuarte Strategy Group  
47841 Poseidon Circle  
Indio, CA 92201



**8. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

“District”:

“Consultant”:

Desert Healthcare District

MyDuarte Strategy Group

By: \_\_\_\_\_  
Leticia De Lara, President

By: \_\_\_\_\_  
Melina Duarte, CEO and Lead Strategist

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

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

# MYDuarte Strategy Group

## DHCD/CV Equity Collaborative Community Vaccination Events

Proposed Estimate for:

- 1) Development of an online appointment system with integrated electronic Rite Aid Consent Form in English and Spanish.
  
- 2) Development of an in-person registration and patient management system with abilities for mass communication to second vaccine doses.
  
- 3) Event Operation Support

### Systems Developments

Online Registration System*	
Patient Management System*	\$ 5,000 One time

### Services

Event Operation Support (3/15/21 to 5/31/21)	\$ 20,000
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Total	\$25,000

\*HIPAA Compliant

## **EXHIBIT A**

### **MYDuarte Strategy Group Scope of Work**

Experienced managing large scale fast-paced events.

Will build and bundle HIPPA compliant technology operating systems to help streamline day of check-in processes, which is a separate process from online and on-site registration systems.

Will manage online event registration for all events including creating Event Communication packages.

Will coordinate with Rite Aid Pharmacy Regional to streamline Day of process and sharing of electronic data to save time and resources of print materials.

Will coordinate event mass communications systems to communication Day of and last minute details via text message or email to all registered guests with 1st and 2nd dose details.

Will collaborate with District Staff, manages Day of events and troubleshoots to alleviate bottlenecks or any other issues that arise.

Does not require the District to provide a computer or any software.