

## DESERT HEALTHCARE DISTRICT PROGRAM COMMITTEE Special Meeting of the Program Committee May 11, 2021 5:00 P.M.

In lieu of attending the meeting in person, members of the public will be able to participate by webinar by using the following Zoom link:

https://us02web.zoom.us/j/81966757228?pwd=dnppMHorT1cxL211RzdtaExUVFFRQT09 Password: 084860

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: 819 6675 7228

Page(s)		AGENDA	ltem Type
	I. 	<b>Call to Order –</b> Director Evett PerezGil, Committee Chairperson	
1-2	II.	Approval of Agenda	Action
3-8	III.	Meeting Minutes 1. April 13, 2021	Action
	IV.	Public Comments At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. 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.	
9	V.	Old Business <ol> <li>Funding Requests Update</li> <li>Grant Payment Schedule</li> </ol>	Information Information
	VI.	Program Updates 1. Community Health Needs Assessment and Health Improvement Plan	Information
10-48	VII.	<ul> <li>Grant Funding Requests</li> <li>1. Consideration to forward to the Board for approval: <ul> <li>a. Grant #1280 DAP Health: DAP Health Expands Access to Healthcare – \$100,000</li> </ul> </li> </ul>	Information Action



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49-53	VIII.	Old Business 1. AB 2019 Health Care Districts – Fact Sheet	Information
	IX.	Committee Member Comments	Information
	Х.	Adjournment Next Scheduled Meeting June 08, 2021	

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Directors Present via Video Confe	rence District Staff Present via	Video Conference	Absent		
Chair Evett PerezGil	Conrado E. Bárzaga, MD,	Conrado E. Bárzaga, MD, Chief Executive Officer			
Vice-President Karen Borja	Chris Christensen, Chief A	Chris Christensen, Chief Administration Officer			
Director Carmina Zavala	Donna Craig, Chief Progra	Donna Craig, Chief Program Officer			
	Alejandro Espinoza, Progr	am Officer and			
	Director of Outreach				
	Meghan Kane, Programs a	and Research Analyst			
	Erica Huskey, Administrat	ive and Programs			
	Assistant				
	Andrea S. Hayles, Clerk of	the Board			
AGENDA ITEMS	DISCUSSION	ACTIO	N		
I. Call to Order	The meeting was called to order				
	at 12:00 p.m. by Chair PerezGil.				
II. Approval of Agenda	Chair PerezGil asked for a	Moved and seconded	•		
	motion to approve the agenda.	President Borja and Di	rector Zavala to		
		approve the agenda.			
		Motion passed unanim	-		
III. Meeting Minutes	Chair PerezGil asked for a				
1. March 09, 2021		notion to approve the March <b>President Borja and D</b>			
	09, 2021 meeting minutes.				
		minutes.			
		Motion passed unanin	nously.		
IV. Public Comment	There were no public comments.				
V. Old Business					
1. Funding Requests	Chair PerezGil inquired on any				
Schedule	questions of the committee				
	concerning the funding requests				
2. Progress and Final	and grant payment schedule.				
Reports Update					
	Vice-President Borja requested a				
3. Grant Payment	detailed description of the				
Schedule	letters of intent for Desert AIDS				
	Project (DAP), Lift to Rise, and				
	the Transgender Center Health				
	and Wellness Center				
	commencing with DAP for				
	expanded access to behavioral				
	health and primary care, also				
	inquiring about the capital				



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	expenditures and the District's	
	capital projects policy.	
	Donna Craig, Chief Program	
	Officer, described the 3-year	
	request for \$750k, the majority	
	for capital expenses and the	
	behavioral health expansion.	
	After a mutual decision, DAP	
	submitted a grant request for	
	\$100k to assist with building the	
	first phase of the behavioral	
	health expansion for the salaries	
	of the psychiatrist and the LCSW	
	behavioral health clinician.	
	Phases two and three are for the	
	capital construction of the	
	project for the buildout for the	
	family resource center. However,	
	the Board is not currently	
	funding any capital projects.	
	Vice-President Borja requested	
	that once the application is	
	submitted to the District that it	
	coincides with the capital	
	projects policy. Additionally,	
	Vice-President Borja requested	
	more details on phase 2.	
	Conrado Bárzaga, MD, CEO,	
	described the capital	
	expenditures explaining that the	
	District does not have a policy	
	that forbids the Board from	
	investing in capital costs. The	
	policy committee earlier in the	
	year discussed and clarified the	
	matter since the policy does not	
	exist. Capital requests are on a	
	case-by-case basis, such as the	
	purpose, amount of the request,	
	and staff will expand the	



conversation once a significant	
request is proposed.	
Donna Craig, Chief Program	
Officer, described Lift to Rise's	
letter of intent for the Housing	
Catalyst explaining the reduction	
in the request of \$2.5M for pre-	
development fees towards low-	
income affordable housing. The	
-	
reduction from \$10M to \$2.5M	
is due to the facilities	
replacement fund with concern	
that the \$2.5M is more practical	
due to the seismic retrofit and	
hospital operations, using the	
existing grant funding allocation	
from the annual \$4M for the	-
current fiscal year with \$2.4M	
remaining.	
Dr. Bárzaga, CEO, described the	
conversations in Board meetings	
concerning the process and the	
Board's direction for a Workshop	
on affordable housing and	
discussing the different methods	
at the committee levels, such as	
a multi-year or a smaller	
commitment if the funds are not	
available at the end of the year.	
available at the end of the year.	
Donna Craig, Chief Program	
Officer, described the waiting	
period for completion of the	
community needs assessment	
for the Transgender Health and	
Wellness Center as a new	
organization transitioning from a	
coalition to a health and	
wellness center. The District	
funded an organizational agency	
assessment with the Center for	

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<b>F</b>	Γ	
	Nonprofit Advancement that	
	revealed no audited financials,	
	and the unaudited financials	
	illustrated \$35k in the red.	
	Additional assistance is needed	
	with organizational capacity,	
	further work is necessary after	
	completion of the assessment	
	and the capacity to handle a	
	\$400k grant for sustainability.	
	The updated audited financials	
	indicate growth; however, once	
	more, the assessment will	
	disclose the additional work	
	required to support the	
	organization.	
	Donna Craig, Chief Program	
	Officer, described the progress	
	and final reports schedule	
	describing a history of the	
	District's grant-making request,	
	such as the goals, approval, and	
	progress during the grant period.	
	Vice-President Borja indicated	
	that for the Coachella Air Quality	
	and Health Analysis, Ryan	
	Sinclair, is a resident expert on	
	air quality and the importance of	
	including the California Institute	
	of Rural Studies that has	
	conducted in-person and other	
	varying surveys. Furthermore,	
	Vice-President Borja invited staff	
	to thank Angel View for filling in	
	the gaps for families supported	
	by technical assistance, such as	
	laptops and other necessities.	
	Director Zavala inquired on the	
	Director Zavala inquired on the	
	OneFuture Coachella Valley	
	grant for Mental Health College	



	and Career Pathway Development Initiative, whether the proposed schools and evaluations for career focus on behavioral health with Ms. Craig outlining LCSW to psychiatry, physician assistant, and differing professions, detailing the institutional requirements, with Ms. Zavala further inquiring whether the OneFuture career paths are with the local Coachella Valley colleges and universities.	
VI. Program Updates		
1. Desert Healthcare	Donna Craig, Chief Program	
District and Regional	Officer, described the seventy-	
Access Project (RAP)	one requests for funding of	
\$100,000 Joint Pool	\$717k, and thirty-one approved	
Collective COVID-19	funded requests totaling \$230k	
Recovery Fund – Update	from the collective COVID-19 recovery fund joint pool partnership with the Regional Access Project Foundation (RAP).	
2. Community Health	Meghan Kane, Program and	
Needs Assessment and	Research Analyst, provided an	
Health Improvement	update on the community health	
Plan	needs assessment and health	
	improvement plan, explaining	
	the upcoming Board Workshop	
	to inform the Strategic Plan, the	
	process, outcome, and hopeful in May to obtain a final	
	document from draft format.	
VII. Grant Funding Requests		
1. Consideration to		
forward to the Board for		
approval:		



a. Grant #1266 Galilee Center: <i>Our Lady of</i> <i>Guadalupe Shelter</i> – \$150,000	Donna Craig, Chief Program Officer, described the Galilee Center's \$150k request to support overhead costs, food distribution, operations of the shelter, and three employees for asylum seekers' family reunification, including transportation and accommodation.	Moved and seconded by Vice- President Borja and Director PerezGil to approve Grant #1266 Galilee Center: <i>Our Lady of Guadalupe</i> <i>Shelter</i> – \$150,000 and forward to the Board for approval. Motion passed unanimously.
b. Grant #1277 Lift To Rise: United Lift Rental Assistance 2021 – \$300,000	Donna Craig, Chief Program Officer, described Lift to Rise's gap to increase staff capacity, disburse applications, funding for 4,500 individuals, the 8% administrative ratio in addition to Riverside County's 2% administrative rate.	Moved and seconded by Vice- President Borja a and Director Zavala to approve Grant #1277 Lift To Rise: <i>United Lift Rental Assistance 2021</i> – \$300,000 and forward to the Board for approval. Motion passed unanimously.
	Heather Vaikona, President and CEO, Lift to Rise detailed the gap and shortfall for hiring an additional six staff for outreach, as well as support for the United Lift Rental Assistance program.	
VII. Committee Members Comments	There were no committee member comments.	
V. Adjournment	Chair PerezGil adjourned the	Audio recording available on the
	meeting at 12:49 p.m.	website at <u>http://dhcd.org/Agendas-</u>
		and-Documents

ATTEST:

Evett PerezGil, Chair/Director Program Committee

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

		DESERT HEALTHCARE DI	STRICT											
		OUTSTANDING GRANTS AND GRANT P		T SCHEDULE										
		April 30, 2021												
		TWELVE MONTHS ENDED JU	NE 30, 2	021										
				Approved	6	6/30/2020	Current	Yr	Total Pa	aid Prior Yrs	Total Paid	Current Yr		Open
Grant ID Nos.		Name	Gra	ints - Prior Yrs		Bal Fwd	2020-20	21	Ju	ly-June	July-	lune	BA	ALANCE
2014-MOU-BOD-11/21/13		Memo of Understanding CVAG CV Link Support	\$	10,000,000	\$	8,330,000			\$	-	,		\$ 8	8,330,000
2018-974-BOD-09-25-18		HARC - 2019 Coachella Valley Community Health Survey - 2 Yr	\$		\$	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			<u>v</u> \$	20,000			\$	
2019-980-BOD-05-28-19 2019-997-BOD-05-28-19		Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr	φ \$	,		20,000			<u>\$</u> \$	20,000			э \$	-
						,			<u>ə</u> S	,			-	
2019-989-BOD-05-28-19		Pegasus Riding Academy - Cover the Hard Costs of Pegasus Clients - 1 Yr	\$	109,534		10,954			ծ Տ	10,954			\$	-
2019-994-BOD-05-28-19		One Future Coachella Valley - Mental Health College & Career Pathway Development - 2 Yr	\$	700,000		385,000				236,250			\$	148,750
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			\$	270,933			\$	40,136
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		,			\$ 600	000			\$	600,000	\$	-
2020-1139-BOD-09-22-20		CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr						000			\$	22.500	\$	27,500
2020-1135-BOD-11-24-20	-	Hope Through Housing Foundation - Family Resilience - 1 Yr						000			\$	9,000	\$	11,000
2020-1149-BOD-12-15-20		Voices for Children - Court Appointed Special Advocate Program - 1 Yr						000			\$	18,000	\$	22,000
2020 1146 BOD 12 10 20 2021-1136-BOD-01-26-21		Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr					-	432			\$	53,744	\$	65.688
2021-1130 BOD-01-20-21	-	Alzheimer's Association - Critical Program Support - 1 Yr					•	264			\$	14,969	\$	18,295
2021-1162-BOD-01-26-21		Joslyn Center - Wellness Center Program Support - 1 Yr						130			\$	49,108	\$	60,022
2021-1170-BOD-01-20-21	2	Jewish Family Services - Mental Health Counseling for Underserved Residents - 1 yr						000			s s	36,000	\$	44,000
2021-1170-BOD-02-23-21 2021-BOD-02-23-21	-	COVID-19 Recovery Grants in Collaboration with Regional Access Project Foundation						000			ֆ Տ	50,000	ֆ \$	50,000
							-	_			\$ \$	/		,
2021-1141-BOD-03-23-21		Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr					•	905			\$	94,907	\$	115,998
2021-1171-BOD-03-23-21	-	Blood Bank of San Bernardino and Riverside Counties - Bloodmobiles for Coachella Valley						000			¥.	67,500	\$	82,500
2021-1174-BOD-03-23-21		Mizell Center - Geriatric Case Management Program						000			\$	45,000	\$	55,000
2021-1266-BOD-04-27-21	-	Galilee Center - Our Lady of Guadalupe Shelter - 1 yr						000			\$	-	\$	150,000
2021-1277-BOD-04-27-21	5	Lift To Rise - United Lift Rental Assistance 2021 - 8 Months					\$ 300	000			\$	-	\$	300,000
TOTAL GRANTS			\$	13,106,979	\$	9,748,358	\$ 2,062	731	\$	1,175,242	\$	1,060,728	\$ <u>9</u>	9,540,889
		ant/Programs - FY 2020-21:									0 /			
Amount budgeted 2020-20		0.0004				4,000,000					G/L Balance:	0404		4/30/2021 2,880,889
Amount granted through A Mini Grants:	prii s	1132. 1163. 1178. 1190			¢ Ø	(2,062,731) (20,000)								2,880,889 6,660,000
Financial Audits of Non-Profi	ts	8/15/20			\$	(5,000)						2201	Ψ	0,000,000
Net adj - Grants not used:		1017, 1021, 1023			\$	34,229					Total		\$ 9	9,540,889
Matching external grant cont	ributic	ins			\$	-							\$	(0)
Balance available for Gran	ts/Pro	ograms			\$	1,946,498								
	S++	tegic Focus Areas FY20-21:	-	ant Budget	0	anted YTD	Availat							
		Healthcare Infrastructure and Services	¢.	1,500,000		(930,672)							-	
		Behavioral Health/Mental Health	э \$	500,000		(189,130)		328 870						
		Homelessness	\$	500,000		(360,436)								
	4	Vital Human Services to People with Chronic Conditions	\$	1,000,000		(138,264)		736						
		Economic Protection, Recovery and Food Security	\$	500,000		(435,000)	\$ 65	000						
		Balance available for Grants/Programs	\$	4,000,000										



Date: 5/11/21

To: Program Committee

Subject: Grant # 1280 Desert AIDS Project

Grant Request: DAP Health Expands Access to Healthcare

Amount Requested: \$100,000.00

Project Period: 6/1/2021 to 5/31/2022

# Project Description and Use of District Funds:

DAP Health's mission is to enhance and promote the health and well-being of the community. They are a Federally Qualified Health Center that provides comprehensive, culturally competent, quality primary and preventative health care services including; primary medical care, HIV and Hepatitis specialty care, dentistry, behavioral health and social services all-under-one-roof.

DAP's Behavioral Health Department is located in their Palm Springs facility in an identified Mental Health Professional Shortage Area (HPSA 129.4). This project would provide funding to increase the number of clinicians in DAP's Behavioral Health Department and allow DAP Health to expand their therapy and psychiatry components. In July 2021, DAP is collaborating with the University of California, Riverside School of Medicine, establishing a psychiatric residency rotation with supervision by a psychiatrist, who is a faculty member of the UCR Psychiatric Residency Program. Residents are scheduled to be onsite and seeing patients four hours per week.

The District funds will be utilized to fund a portion of a new Behavioral Health Clinician salary and a portion of one part-time contracted Psychiatrist's salary. DAP's Behavioral Health Clinician will increase the number of patients seen for psychotherapy by 52 District residents by the end of the grant year. Additionally, DAP anticipates schedules for the psychiatrist and up to three psychiatry residents to be fully booked at 28 patients per week who reside in the District boundaries.

## **Strategic Plan Alignment:**

Healthcare Infrastructure and Services / Increase access to healthcare for traditionally underserved populations



## Geographic Area(s) Served:

Cathedral City; Coachella; Desert Hot Springs; Indio; La Quinta; Palm Desert; Palm Springs; Rancho Mirage; Sky Valley; Thousand Palms

# Action by Program Committee: (Please select one)

- Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$100,000.00 be approved.
- Recommendation with modifications
- Deny

# **Full Grant Application Summary**

# **Desert AIDS Project, Grant #1280**

# About the Organization

Desert AIDS Project 1695 N. Sunrise Way Palm Springs, CA 92262 Tel: (760) 992-0432 Ext: 262 Fax: (760) 323-1299 http://www.daphealth.org

# **Primary Contact:**

David Brinkman Tel: (760) 323-2118 Fax: (760) 323-1299 dbrinkman@daphealth.org

## Historical (approved Requests)

Grant	Project Title	Grant	Туре	Disposition	Fund
Year	-	Amount		Date	
1999		\$25,000	Grant	12/31/1999	
2000		\$75,000	Grant	12/31/2000	
2004	Behavioral assessment to determine optimal education design	\$10,000	Grant	9/1/2004	Grant budget
2008	Nutritional Services Program	\$2,500	Grant	12/5/2008	Grant budget
2008	D.A.P. Nutrition Services Program	\$2,500	Grant	4/28/2009	
2009	Desert AIDS Project's Nutrition Services Program	\$5,000	Food Assistance	8/5/2009	Grant budget
2009	Desert AIDS Project's Nutrition Services Program	\$5,000	Food Assistance	11/30/2009	Grant budget
2009	Desert AIDS Project's Nutrition Services Program	\$5,000	Food Assistance	1/12/2010	Grant budget
2009	Desert AIDS Project's Dental Clinic Dental Hygienist	\$48,100	Improving Lives	1/26/2010	Grant budget
2009	Desert AIDS Project's Nutrition Services Program	\$4,244	Food Assistance	5/14/2010	Grant budget
2010	Desert AIDS Project's Nutrition Services	\$5,000	Food Assistance	12/9/2010	Grant budget

	Program				
2010	Desert AIDS Project Nutrition Services Program	\$5,000	Food Assistance	4/25/2011	Grant budget
2011	D.A.P. Electronic Health Record Acquisition for Clinical Quality Improvement	\$151,439	Achievement Building	7/26/2011	Grant budget
2011	Desert AIDS Project's Farmer's Market and Emergency Food Distribution Program	\$10,000	Food Assistance	10/5/2011	Grant budget
2012	Desert AIDS Project's Substance Abuse Services Program	\$55,884	Grant	6/25/2013	Grant budget
2014	Get Tested Coachella Valley: Early Intervention Services & Public Health Liaisons	\$498,625	Grant	11/19/2014	Grant budget
2014	Desert AIDS Project: Sexually Transmitted Infection Clinic	\$800,000	Grant	6/23/2015	Grant budget
2019	COVID-19 Response	\$150,000	Grant	4/1/2020	

# Program/Project Information

Project Title: DAP Health Expands Access to Healthcare

Start Date: 6/1/2021 End Date: 5/31/2022

Term: 12 months

Total Project Budget: \$2,663,008

Requested Amount: \$100,000

#### **Executive Summary:**

DAP's proposed expansion project will enhance access to quality behavioral healthcare services for low-income, uninsured, and underserved people within the Coachella Valley.

From the Health Assessment and Research for Communities 2019 Executive Report Survey, "31.5% of local Coachella Valley adults have had an emotional, mental, or behavioral problem in the past year that concerned them, such as stress, anxiety, or depression. Of those 107,291 people with such a concern, about 57.8% of them (60,656 people) felt that this problem was severe enough to require professional help." The same survey reported diagnoses of one or more mental health disorders in 28.6% of local adults. DAP's Behavioral Health Department (BHD) in our Palm Springs facility is located in an identified Mental Health Professional Shortage Area (HPSA 129.4). This project would provide funding to increase the number of clinicians in our BHD. Funding will support a portion of new clinicians' salaries, one full-time behavioral health clinician (BHC) and one part-time psychiatrist, while they build their caseloads. This will allow DAP Health to expand the therapy component plus a psychiatry component. DAP originally had a psychiatry component to its Behavioral Health services, which was lost, but with the MOU with UCR SOM's psychiatric residency program, this component is back in place at DAP

Expansion of the therapy component: The BHC will identify current and new patients in need of behavioral health services using required screening instruments (i.e., PHQ-9, GAD-7, PQA, NCQA, etc.) for every patient, at the very first visit and frequently throughout treatment for continuous mental health evaluation. The BHC will record screenings administered and scoring in each patient's EHR. As needed, the BHC will refer to our collaborating partners for higher needs behavioral health services.

Expansion of the psychiatry component: Previously, DAP lost coverage with psychiatric medication management and contracted with Inland Psychiatric (off-campus) to fulfill that need. In July 2021, DAP is collaborating with the University of California, Riverside School of Medicine, establishing a psychiatric residency rotation with supervision by a psychiatrist, who is a faculty member of the UCR Psychiatric Residency Program. Residents are scheduled to be onsite and seeing patients four hours per week. This expansion component will allow us to offer psychiatric medication management to the patients.

As a Federally Qualified Health Center, DAP's BHD expansion will benefit the Coachella Valley by offering a resource to uninsured and underserved community members seeking behavioral healthcare. DAP's BHC funded by this grant will increase the number of patients seen for psychotherapy by 52 District residents by the end of the grant year. DAP also anticipates schedules for the psychiatrist and up to three psychiatry residents to be fully booked at 28 patients per week who reside in the District. This expansion is expected to provide BH services to an additional 80 residents over the course of the grant year. Outreach to recruiting new patients is included in the aggressive advertising campaign with DAP Health's new branding.

# Program/project Background and Community Need:

As part of DAP's vision to expand capacity, we examined how to best meet the needs of our patients. We have improved the availability of innovative, inter-professional, culturally competent healthcare for the low-income and medically underserved by adopting the Patient Centered Medical Home (PCMH) model of care into which we will integrate BH services. Research-backed, the PCMH model meets the healthcare needs of patients, improves patient and staff interaction, outcomes, safety, and system efficiency. DAP brings full operational capacity to this project through same-site primary and behavioral healthcare.

DAP is located in a designated health professional shortage area for primary care and mental healthcare (MUA 00380 – Riverside Service Area). Riverside County ranks 48th of 57 California counties in available Clinical Care, which includes factors such as

primary care physicians, mental health providers, uninsured and preventable hospital stays (www.rivcoph.org).

In 2021, DAP embarks on our COVID-19 response campaign, Hope Begins with Health. The economic impact of COVID-19 on our community is not just a change in financial circumstances. Rather, the implications have far-reaching consequences on mental health, psychological welfare, and loss of an underlying sense of security.

## **Strategic Plan Alignment:**

Healthcare Infrastructure and Services / Increase access to healthcare for traditionally underserved populations

## Program/project description:

Our proposed project to expand access to healthcare within the Coachella Valley is a phased project with the first phase to increase the number of LCSWs, Psychologists, and Psychiatrists in BH.

In 2019, 75.3% of DAP's patients were living at or below Federal Poverty Level; over one-quarter were Medi-Cal patients. As an FQHC, DAP's commitment to provide and expand healthcare services to the underserved in our community is in alignment with the District's strategic focus area to increase access to healthcare for traditionally underserved populations.

This proposal is to request funding for phase one. In July 2021 under the guidance of our Behavioral Health Manager and a psychiatrist, DAP will collaborate with UCR's Psychiatry Residency program, allowing up to three UCR Psychiatry residents to train and learn from DAP clinicians. In 2021, DAP expects to add mental health staff to the BHD during this phase as well as add a part-time contracted psychiatrist, who also serves as faculty supervisor of the resident psychiatrists. Funding will support a portion of new clinicians' salaries while they build their caseloads and become credentialed with IEHP, which allows DAP to bill for their services and create sustainability.

DAP is requesting \$100,000 to fund the following key expenses and their associated indirect costs during the grant year:

 Personnel: A portion of salaries and benefits for staff positions with direct client contact to enable the performance of service delivery. These expenses will represent a percentage of time for the positions of one BH clinician and one psychiatrist.

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

The target population is low-income Coachella Valley community members 18 years old or older.

## Geographic Area(s) Served:

Cathedral City; Coachella; Desert Hot Springs; Indio; La Quinta; Palm Desert; Palm Springs; Rancho Mirage; Sky Valley; Thousand Palms

# Age Group:

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

**Total Number of District Residents Served:** 80

# Program/Project Goals and Evaluation

<b>Goal #1:</b> Psychotherapy program – clients come on a self-referral basis (talk therapy) DAP's behavioral health clinician (BHC) funded by this grant will increase the number of patients seen in the Behavioral Health Department by 52 new patients who are District residents by the end of the grant year.	<b>Evaluation #1:</b> DAP will use our electronic health record system, EpicCare Ambulatory 2018 Certified EHR Suite (Epic) to track new patients assigned to the new BHC, including contact information as part of the patient's demographic data, enabling us to identify District residents.
<b>Goal #2:</b> Psychiatry program – medication management – medical doctor referrals Within 6 months, DAP anticipates schedules for the psychiatrist and up to three psychiatry residents to be fully booked at 8 visits per day. This would net 28 patients per week who reside in the District (based on 4 hours per week).	<b>Evaluation #2:</b> DAP will use our EHR system to track patients and patient visits as assigned to the psychiatrist and three residents, which includes contact information as part of the patient's demographic data, thus enabling us to identify District residents.
<b>Goal #3:</b> By the end of the grant year, DAP will achieve sustainability through insurance billing reimbursement for the BHC and the psychiatrist to be funded through this grant.	<b>Evaluation #3:</b> DAP will submit the BHC's professional qualifications to Inland Empire Health Plan (IEHP) and the State of California for credentialing upon hiring. The BHC and psychiatry residency program are expected to be billing for a full panel after 6 months. DAP's Department of Finance will use Sage Intacct®, a project-based accounting software in coordination with the EHR to track financial performance measures. When clinicians start, it can take from 4-6 months on average for full credentialing with the payors – IEHP typically takes 3 months – and we cannot bill until they are approved.

# Proposed Program / Project Evaluation Plan

DAP will use our EHR system to provide a quantitative assessment of the program. Since we capture a patient's demographic data in their EHR, we can track the number of patient visits to each provider as well as the number of District residents who were provided care by the BHC, the psychiatrist, and the three residents during the grant year.

To evaluate qualitative measures, DAP provides satisfaction surveys to patients of our BHD as well as our primary care clinics. At the termination of a patient's therapy treatment with the BHC, the patient will be given an in-house patient satisfaction survey that measures the patient's perception of the care provided and success in meeting therapeutic goals. The survey questions will focus on what goals the patient identified at the start of therapy and whether or not those goals were achieved. In addition, the survey measures the patient's experience of the therapy process (i.e., did the patient feel heard, understood, and respected by the therapist?).

After a visit to one of DAP's primary care clinics, which includes psychiatry, all patients receive an email generated by our EHR system with a link to complete a satisfaction survey allowing them to provide feedback about their care.

DAP will collate results from the BHC therapy surveys as well as the collating psychiatry treatment survey results, addressing any issues identified as needed.

## **Organizational Capacity and Sustainability**

## **Organizational Capacity**

Joining DAP in September 2019, our Behavioral Health Manager has spent the last 23 years in behavioral health leadership positions and will provide project oversight responsibilities for the department's expansion. DAP will hire a BHC to expand DAP's

existing Behavioral Health Department programming. The BHC is expected to be fully credentialed with a full patient panel within six months.

Working with DAP's Behavioral Health Manager, the psychiatrist, who is also a faculty member of UCR Psychiatric Residency Program, will supervise the up to three residents while they are onsite at DAP completing their clinical rotation. A strong advocate for the Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ+) community, she is the vice chair for diversity and inclusion at UCR. Her experience working with and advocating for LGBTQ+ people is an asset to DAP since many of our patients, including Behavioral Health Department patients, identify as LGBTQ+.

# Organizational Sustainability:

DAP established a Behavioral Health Department (BHD) in 1997 providing services designed to minimize crises and stabilize mental health status to ensure engagement and consistent participation in medical services.

Since Behavioral Health is within scope of DAP's billable services as an FQHC, DAP's model to sustain the BHD is to add eligible, credentialed clinicians to our established FQHC clinician roster when the next FQHC grant cycle begins.

Due to the time associated with credentialing and the process of building a patient panel, there is a time lag between when a clinician is hired and when DAP is able to bill insurance companies for their services. A newly hired BHC will take between 1-3 months to be credentialed by IEHP and other insurance companies. A newly hired BHC will have no patient base, therefore the panel will grow over time, typically taking 3-6 months for a clinician to have a full panel. After six months, the BHC will be credentialed, have a full patient panel, and be billable and sustainable.

In addition, by collaborating with UCR and offering a clinical site for residency training, the residents will get first-hand patient experience while DAP is able to offer psychiatric care to our patients. This collaboration with UCR Psychiatric Residency program supports the DAP succession plan, with potential for residents to remain in the Coachella Valley, and perhaps consider DAP as their future location of practice upon completion of the program, thus sustaining the ongoing provision of psychiatric medication management for DAP patients.

# Diversity, Equity, and Inclusion

**How is diversity, equity, and inclusion addressed?** DAP expends ongoing effort to recruit Board Members and executive level staff who reflect key population sectors DAP Health serves, in particular the LGBTQ community, often overlooked as an underserved population in need of specialized primary and behavioral healthcare. When recruiting staff members, we do so in compliance with ethical and legal standards of recruitment and retention.

What is preventing the organization from addressing diversity, equity, and inclusion? Not applicable.

#### Partnerships: Key Partners:

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DAP maintains Memoranda of Understanding (MOUs) with over 30 community-based agencies and providers in order to maximize existing resources and to avoid duplication or abuse of services. Critical to the success of our Behavioral Health Department and their programming are our long-standing referral relationships with local behavioral health providers and substance use treatment facilities such as Inland Psychiatric Medical Group, The Ranch Recovery Center, Clinicas de Salud del Pueblo, Foothill AIDS Project, and Awareness Program.

As part of the BHD expansion, DAP is collaborating with the UCR School of Medicine, establishing a psychiatric residency program with supervision by a UCR psychiatrist. In July 2021, the psychiatrist and three residents are scheduled to be onsite and seeing patients four hours per week. The Master Affiliation Agreement with UCR is attached.

# Line Item Budget Operational Costs

PROG	RAM OPERATIONS	Total Program/Project Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Cost		1,680,877		93,575
Equipment (itemize	2)			
1		0		0
2				0
3				0
4				0
Supplies (itemize)	-			
1	PPE	25,000		0
2	Evaluation & Assessment	2,500		0
3	Cliniical Supplies	5,000		0
4	Office Supplies	5,000		0
Printing/Duplicatio	n	5,000		0
Mailing/Postage		0		0
Travel/Mileage		0		0
Education/Training		7,500		0
Office/Rent/Mortgage		3,000		0
Telephone/Fax/Inte	ernet	5,000		0
Utilities		0		0
Insurance		0		0
	not described above (itemize)			
1	Start-up Cost - Construction	750,243		0
2				0
3				0
4				0
	ts not described above (itemize)			
1	Indirect Rate @ 10% and 6.865%	173,888		6,425
2				0
3				0
4				0
Total Program Bเ	ıdget	2,663,008	0	100,000

# Line Item Budget Staffing Costs

	Staff Salaries	Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant			
Employe	e Position/Title				B			
1	Behavioral Health Manager	133,900	0	133,900	0			
2	Behavioral Health Clinician (SA-CA	60,000	0	60,000	0			
3	Behavioral Health Clinician	70,000	50	70,000	35,000			
4	Behavioral Health Clinician (TBD)	70,000	0	70,000	0			
5	Psychologist - (TBD)	120,000	0	120,000	0			
6	Psychiatrist - Dr. Woods	199,300	25	199,300	49,825			
7								
8								
9								
10								
11								
Total Em	ployee Benefits				8,750			
Enter th	his amount in Section 1;Staffir	ng Costs		Total >	93,575			
Budget Budget Narrative	time DAP employees providing client-facing service delivery for Behavioral Health program. Psychiatrist (Dr. Woods) will be a part-time employee, therefore not included in the Total Employee Benefits line item calculation. Please describe in detail the employee benefits including the percentage and salary used for calculation. Total Employee Benefits: Includes workers' compensation insurance; social security taxes; other insurances and benefits (e.g., health insurances; dental insurance; vision insurance, etc.) Calculated @ 25% of the Amount of Salary Paid by DHCD Grant.							
Profess Consul	sional Services / tants	Hourly Rate	Hours/Week	Monthly Fee	Fees Paid by DHCD Grant			
Company	and Staff Title							
1								
2								
Enter this	amount in Section 1;Staffing C	osts		Total >	0			
Budget Narrative	Please describe in detail the sc grant.	ope of work for	each professio	onal service/co	nsultant on this			

# Line Item Budget Other Program Funds

Other funding program/proje		eived (actual or projected) SPECIFIC to this	Amount
Fees:			1,644,811
Donations			
Grants (List Org	gani	zations)	
	1	HRSA Federally Qualified Health Center (FQHC) Grant	167,000
	2	DHCS IEHP BHI Grant	150,000
	3	San Bernardino County Ryan White Part A Grant	65,000
	4		
Fundraising (de	escr	ibe nature of fundraiser)	
	1	Houston Family Foundation (projected towards Capital)	250,000
	2		
Other Income, e from other ager	<b>.</b> .	bequests, membership dues, in-kind services, inve s, etc. (Itemize)	estment income, fees
	1		
	2		
	3		
	4		
Total funding ir	ado	dition to DHCD request	2,276,811
Budget Narrative	or a and "DA Wo Fun \$25	scribe program/project income listed above. Note whet ictual. Notation: Section 3 - Other Progam Funds. DAP development phase. Fees @ \$1,644,811, Reference P Health Behavioral Health Expansionm Year 1 Interac rksheet - Summary" REVENUES Patient Care Revenue ding streams for Behavioral Health program service de 0,000. Projected submitted a request. Houston Family mitted for start-up Capital towards Behavioral Health C	is currently in prospecting submitted document titled ctive Budget Planning e. Grants @ \$382,000. livery. Fundraising @ Foundation proposal

#### DAP Health Behavioral Health Expansion Year 1 Interactive Budget Planning Worksheet - Summary

REVENUES I. PATIENT CARE REVENUE		EXPENSES I. Start-up Costs	
Drug Medical Visits	\$55,860	Construction/Remodeling Cost	\$750,243
Group Sessions	\$6,468	Large Equipment	\$0
Patient Visits		Supplies, Instruments and Small Equipment	\$0
Blue Cross/Blue Shield	\$52,550	Office Equipment	\$0
Commercial	\$157,874	START-UP COSTS TOTAL	\$750,243
MediCal	\$3,212,538	II. Operating Expenses	
Medicare	\$95,225	A. Personnel	
Self Pay	\$20,461	Salaries	\$1,334,029
Capitation	\$0	Fringe Benefits	\$346,848
Other	\$54,159	Personnel Total	\$1,680,877
Less Contract Allowance	(\$2,010,325)		
PATIENT CARE REVENUE TOTAL	\$1,644,811		
		B. Miscellaneous Operating Expenses	
		PPE Supplies	\$25,000
		Evaluation & Assessment	\$2,500
		Clinical Supplies	\$5,000
II. NON-PATIENT CARE REVENUE		Office Supplies	\$5,000
Grants & Contracts	\$382,000	Equipment Maintenance	\$0
Fundraising	\$250,000	Repairs/Maintenance	\$0
NON-PATIENT CARE REVENUE TOTAL	\$632,000	Facilities Overhead/Rent/Utilities	\$3,000
		Facility Depreciation	\$0
REVENUE TOTAL	\$2,276,811	Lab fees	\$0
		Medical Billing Fees	\$0
		Information Systems Support	\$5,000
		Communications	\$0
		Insurance (included in indirect estimate)	\$0
		Bad Debt	\$0
		Depreciation	\$0
		Promotion & Marketing	\$5,000
		Staff Training/Due/ Licensures	\$7,500
		Miscellaneous Operating Expenses Subtotal	\$58,000
		III. Indirect Expenses	\$173,888

The Bottom Line					
Non-Patient Care Revenue	\$632,000	TOTAL START-UP EXPENSES	\$750,243		
Patient Care Revenue	\$1,644,811				
REVENUE TOTAL	\$2,276,811	TOTAL ANNUAL OPERATING EXPENSES	\$1,912,765		

# Grant # 1280 PC Packet

# Business Planning Timeline and Work-Plan: Behavioral Health

Person Responsible	Action Items	Start Date	Target Completion Date	Finish Date	Notes
Behavioral He	alth (BH)				
Sheri/ Ron	Move BH to new, remodeled Health Center, and expand	Jan. 2022	April 2022		This will depend on DAP finances moving forward
Dr. G	Hire Staffing	Jan. 2020	Dec. 2022		
	Expand BH Services to the DAP Community				
Dr. G	<ul> <li>Utilization: Increase to an average of 6 clients/days x5</li> <li>FTE therapists = 6,000 visits per year</li> </ul>	Mar. 2020	Dec. 2022		Already achieved increase to an average of 6 clients/day X 4 FTE therapists. Will increase to 5 FTE therapists by Dec. 2022
Dr. G/Carol	<ul> <li>Psychiatry Utilization: Increase to 12 clients/day x2 FTE psychiatrist/PNP = 2,880 visits per year</li> </ul>	Mar. 2020	Dec. 2022		We lost our psychiatry component in April but rebuilt it to start up again in July and will achieve 12 clients/day for 1.5 FTE psychiatrist/PNP by September 2021 12 clients/day X 2FTE will be met by Dec. 2022
	Establish Basic Integrated BH Care in the new Health Center				
Laura/Bill/ Grants Dept.	<ul> <li>Co-locate additional LCSW part-time at Health Center to provide SBIRT and other screenings with patients, and triage patients referred by Health Center Clinicians</li> </ul>				Achieved this goal as of January 2021.
	<ul> <li>Recruit and retain staff</li> <li>Improve staff retention and reduce burn-out</li> </ul>				
Dr. G	<ul> <li>Triage and screen patients in BH so caseloads are a balanced mix of patients appropriate for outpatient mental health services, and inappropriate patients are then referred out</li> </ul>	Jan. 2020	Jan. 2020	Jan. 2020	Achieved this goal
Dr. G/Carol	<ul> <li>Hire to a total of 5 FTE therapists</li> </ul>	Jan. 2020	Jan. 2022		Need to still hire 2 more FTE therapists
Dr. G	<ul> <li>Reduce current caseloads in order to provide time- limited BH services to an average of 6 clients per day, up to 26 weekly sessions; Utilization: 6,000 visits per year</li> </ul>	Jan. 2020	Dec. 2020	Jan. 2020	Achieved this goal

# Business Planning Timeline and Work-Plan: Behavioral Health

Person Responsible	Action Items	Start Date	Target Completion Date	Finish Date	Notes
Dr. G	<ul> <li>Initiate improved self-care plan for clinicians, with mandatory lunch meetings replaced with "sacred lunch hour/downtime"</li> </ul>	Jan. 2020	Jan. 2020	Jan. 2020	Achieved this goal
Dr. G/ People Operations	Recruit BH staff to expand BH Clinic in new space to meet increasing demand for services	Jan. 2020	May 2023		Additional staff will be hired after BH moves to new remodeled center space
	Hire 2 FTE Nurse Practitioners				
	Hire 1.5 FTE Psychiatrist				
	<ul> <li>Hire 2 FTE Psychologists</li> <li>Hire 1 LVN or CMA</li> </ul>				
	• Hire 1 BH Patient Services Rep.				
Dr. G	<ul> <li>Internship development: create formal CAPIC approved post- doctoral internship training program for clinical psychologists, and partner with local MSW graduate programs to identify LCSW's looking to accrue licensure hours</li> </ul>	Jan. 2022	June 2022		
Dr. G	<ul> <li>Complete paperwork and submit documentation to CAPIC</li> </ul>	Jan. 2022	Mar. 2022		
Dr. G	<ul> <li>Create formalized training program</li> </ul>	Jan. 2022	Mar. 2022		
Dr. G	<ul> <li>Contact local universities and professional organizations to develop referral resources for pre- and post- doctoral and MSW students seeking placements to accrue licensure hours</li> </ul>	Jan. 2022	Jan. 2022		Achieved this goal
Dr. G	<ul> <li>Train Staff psychologists/LCSW's to deliver competency- based supervision</li> </ul>	Jan. 2022	June 2022		
Matt/Kevin/ IT	<ul> <li>Create workflow to bill for services provided by post doc psychiatry assistants/MSW's under supervision of licensed psychologists/LCSW's</li> </ul>	Jan. 2022	Mar. 2022		
	Population and Service Category Expansion				
Dr. G/ Nicole	<ul> <li>Establish successful Outpatient Drug Free Treatment Program (ODF)</li> </ul>	Jan. 2020	Jan. 2020	Jan. 2020	Achieved this goal
Shelia	<ul> <li>Complete contract with Riverside County for Drug Medi- Cal IEHP</li> </ul>	Jan. 2020	Dec. 2020		
Jack/Steven/ Dr. G/Nicole	<ul> <li>Conduct extensive community outreach to increase referrals</li> </ul>	Jan. 2020	May 2020	April 2020	Achieved this goal

Person Responsible	Action Items	Start Date	Target Completion Date	Finish Date	Notes
Nicole	<ul> <li>Provide 2 cycles of ODF</li> <li>Utilization: 10-15 initial clients</li> <li>Utilization: 10 clients x 4 visits/wk. x 16 weeks = 6 visits per cycle, x 2 cycle = 1,280 visits</li> </ul>	Jan. 2020	June 2020	May 2020	Achieved this goal. Now in 3 <sup>rd</sup> cycle of ODF
Dr. G	<ul> <li>Explore and research feasibility of incorporation into the ODF treatment program, for possible fut</li> </ul>		Dec. 2023		
	Quality Improvement and Standardizing Practices				
Dr. G	<ul> <li>Establish 12 week, evidence-based therapy group are billable</li> </ul>	os that Jan. 2020	Feb. 2020	Feb. 2020	Achieved this goal. We had to suspend Face-to-Face groups during COVID-19, but will resume when it is safe to do so.
Dr. G/ Ryan Halquist	<ul> <li>Utilize curriculum and manuals that address spectissues, are time-limited, and are structured</li> </ul>	ific Jan. 2020	Dec. 2020	Feb. 2020	Achieved this goal
Ryan Halquist	<ul> <li>Provide 2 cycles of 12 week treatment groups – Utilizations: average of 8 patients per group sess groups = 576 visits per year</li> </ul>	ion x 3	July 2021		We had to alter this target completion date because of COVID-19.

### Business Planning Timeline and Work-Plan: Behavioral Health

# MASTER AFFILIATION AGREEMENT BETWEEN AFFILIATE AND

## THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of the UNIVERSITY OF CALIFORNIA, RIVERSIDE SCHOOL OF MEDICINE FOR FELLOWS, RESIDENTS AND/OR STUDENTS

THIS MASTER AFFILIATION AGREEMENT ("MAA" or "AGREEMENT") is by and between **Desert Aids Project** ("AFFILIATE"), whose principal place of business is located at 1695 North Sunrise Way, Palm Springs, CA 92262, and The Regents of the University of California, on behalf of the **University of California, Riverside School of Medicine** ("SCHOOL"), located at 900 University Ave., School of Medicine, Education Building, Riverside, CA 92521, with reference to the following facts:

WHEREAS, SCHOOL sponsors graduate medical education programs ("Programs") for fellows, resident physicians and/or medical students, (hereinafter collectively referred to as "TRAINEES") and desires access to facilities in which TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, the Liaison Committee of Medical Education ("LCME") accredits medical education programs leading to the MD degree in the United States, and the Accreditation Council for Graduate Medical Education ("ACGME") establishes and oversees the requirements for graduate medical education programs;

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical experience to TRAINEES, and AFFILIATE desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES obtain their clinical experience at AFFILIATE's facilities through an affiliation with SCHOOL in accordance with the requirements of the ACGME.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, AFFILIATE and SCHOOL agree as follows:

# I. <u>RESPONSIBILITIES OF SCHOOL</u>. SCHOOL agrees to:

A. Establish the educational requirements, goals and objectives of its Programs in a manner consistent with the standards and requirements set forth by SCHOOL, the LCME and by the ACGME for Institutional accreditation. Such goals and objectives shall reflect SCHOOL's commitment to provide education and training to TRAINEES as more specifically set forth in separate Program Letter(s) of Agreement ("PLA") which have been or will be signed by authorized representatives of AFFILIATE and SCHOOL, and are incorporated herein by this reference.

- B. Ensure that SCHOOL and AFFILIATE provides TRAINEES with an environment of respect, dignity and support, and SCHOOL and AFFILIATE jointly and equally bear responsibility for ensuring that there is zero tolerance of mistreatment of it TRAINEES.
- C. Designate a member of SCHOOL's faculty to provide coordination, oversight and direction of TRAINEES' educational activities and assignments while at AFFILIATE. Such person shall be the SCHOOL's liaison with AFFILIATE. He/she should be certified by the applicable specialty board in the discipline of the SCHOOL's specific program or should possess suitable equivalent qualifications as an instructor, clinician, and/or administrator, as determined by SCHOOL.
- D. At least sixty (60) days prior to Trainee's anticipated start date at AFFILIATE provide to the appropriate AFFILIATE Division/Department the name of each Trainee, and his/her classification, level of responsibility, objectives for learning, his/her proposed assignment, and documentation of good health status for transmittal to AFFILIATE's Graduate Medical Education Office to permit AFFILIATE to verify that the Trainee (i) is in good standing with School; (ii) is free from contagious disease and does not otherwise present a health hazard to AFFILIATE's patients, employees, volunteers or guests; (iii) if a resident or fellow, is licensed to practice medicine in California (with the exception of PGY-1 and PGY-2 and commissioned military medical officers); and to allow for convenient planning of duty schedules.
- E. Submit all required and any additional requested information to the Hospital's Graduate Medical Education Office at least sixty (60) days in advance of each Trainee's start date to allow AFFILIATE to complete the verification process.
- F. Cooperate with AFFILIATE in coordinating and reviewing work schedules of TRAINEES while at AFFILIATE. At any time, a patient of AFFILIATE may exercise his/her right to refuse care by a Trainee.
- G. Establish formal policies concerning medical education and patient care, duty hours, supervision and working conditions of TRAINEES to promote a work environment that is consistent with proper patient care and the educational needs of TRAINEES. SCHOOL's Training Handbook/Manual, including policies and guidelines, is incorporated herein by this reference.
- H. Assign SCHOOL faculty members in sufficient numbers to provide supervision and management of TRAINEES' work at AFFILIATE's facilities under the direction of the SCHOOL's liaison and as further defined in the PLA.
- I. Supervise, through the SCHOOL's liaison, TRAINEES in such a way that they assume progressively increasing responsibility according to their level of education, ability, and experience. The level of responsibility accorded to each TRAINEE will be determined by the SCHOOL's liaison. While on rotation at AFFILIATE, TRAINEES' activities will also be supervised by physicians who are AFFILIATE Medical Staff Members. SCHOOL's liaison will be available to AFFILIATE to coordinate TRAINEES' duty schedules and activities while at AFFILIATE.

- J. Oversee evaluation of the performance of TRAINEES to include, where appropriate, input from AFFILIATE.
- K. Maintain records and reports concerning the education of TRAINEES and of TRAINEES' time spent in the various educational activities referred to in this AGREEMENT, as may be required by SCHOOL, ACGME, and/or for compliance with the regulations, guidelines, and policies of third-party payors.
- L. Provide education to TRAINEES with respect to Occupational Safety and Health Administration (OSHA) regulations governing exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, effective March 6, 1992, as may be amended or superseded, including but not limited to information and training in the following areas: (a) hazards associated with blood and other potentially infectious materials; (b) protective measures to be taken to minimize risk of occupational exposure to bloodborne pathogens; (c) appropriate actions to take in the event of exposure to blood or other potentially infectious material; and (d) the value of the Hepatitis B vaccination and necessity for postexposure evaluation and follow-up.
- M. Require assigned TRAINEES to conduct themselves in a professional manner, refrain from engaging in unethical or disruptive behavior and resolve conflicts in an appropriate manner at all times. TRAINEES are expected to report all disruptive behavior or harassment that is directed at them, or that they observe, to the Associate Dean for Graduate Medical Education for Resident Trainees or to the Senior Associate Dean for Education for Medical Students. All TRAINEES who report disruptive or unethical behavior will be protected from reprisal or retaliation.
- N. Require assigned TRAINEES to participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL's Program, consistent with the requirements of ACGME.
- O. Require assigned TRAINEES to participate, consistent with the terms of this AGREEMENT, in quality assurance and risk management activities designed to identify, evaluate and reduce risk of patient injury.
- P. Require assigned TRAINEES to cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care he/she participates, on forms provided by AFFILIATE. The medical record shall, at all times, remain the property of AFFILIATE.
- Q. Submit to AFFILIATE's Graduate Medical Education Office, at least annually, confidential written evaluations of supervising clinicians and of the educational experiences of TRAINEES at AFFILIATE.
- R. Instruct TRAINEES to exercise the utmost diligence to protect and safeguard AFFILIATE records and information to which they have access, including but not

limited to, policies and forms developed by AFFILIATE, patient medical records, Medical Staff records and other confidential AFFILIATE information ("Hospital Confidential Information") and to not disclose it to any other person or entity or use Hospital Confidential Information in any manner or for any purpose other than as related to performance under this AGREEMENT.

# II. <u>RESPONSIBILITIES OF AFFILIATE</u>. AFFILIATE agrees to:

- A. Designate, after consultation with SCHOOL, a person to coordinate TRAINEES' duty schedules and activities (Site Director) while at AFFILIATE as described in a PLA(s).
- B. Provide adequate Medical Staff and facilities at its premises to meet the educational goals and objectives of the SCHOOL, in a manner consistent with the standards and requirements established by SCHOOL, the LCME and the ACGME.
- C. Require assigned TRAINEES to conduct themselves in a professional manner, refrain from engaging in unethical or disruptive behavior and resolve conflicts in an appropriate manner at all times. TRAINEES are expected to report all disruptive behavior or harassment that is directed at them, or that they observe, to the Associate Dean for Graduate Medical Education for Resident Trainees, or to the Senior Associate Dean for Education for Medical Students. All TRAINEES who report disruptive or unethical behavior will be protected from reprisal or retaliation.
- D. Ensure that TRAINEE duty hours and on-call time periods are not excessive and follow AFFILIATE GME Policies and ACGME requirements. To take after-hours call, TRAINEES must meet certain eligibility criteria, complete sepsis and airway management training, and have received prior approval from SCHOOL's Program Director and AFFILIATE's Site Director. The structuring of duty hours, and as applicable on-call schedules, must focus on the needs of the patient, continuity of care, and the educational needs of the Trainee.
- E. Provide TRAINEES with appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.
- F. Protect the health and safety of TRAINEES on rotation at AFFILIATE by providing each Trainee with:
  - 1. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care, including HIV counseling as necessary, of students and TRAINEES in the event of a needle stick injury to or other exposure of students and TRAINEES to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by the AFFILIATE. Subsequent care shall be paid for by student's or TRAINEE'S health insurance; and

- 2. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.
- G. Conduct formal quality assurance programs and review complications and deaths. To the degree possible and in conformance with state law, TRAINEES shall participate in appropriate components of AFFILIATE's quality assurance/performance improvement program.
- H. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking disciplinary or academic action against a TRAINEE. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. Notwithstanding the foregoing, AFFILIATE shall have the right, with cause as determined in the sole discretion of AFFILIATE and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any TRAINEE. The effect of such termination on the TRAINEE's status shall be governed by the policies established by the SCHOOL. Upon such termination, SCHOOL will use its best efforts to replace the terminated TRAINEE with another TRAINEE as soon as possible.
- I. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and its Graduate Medical Education Programs.
- J. Maintain full authority and responsibility for patient care and quality standards, and will maintain a level of care, which meets generally accepted standards conducive to satisfactory instruction in medicine.
- K. Provide for the orientation of TRAINEES as to AFFILIATE's rules, regulations, procedures and policies.
- L. Be responsible for ensuring that SCHOOL and AFFILIATE provides TRAINEES with an environment of respect, dignity and support, and SCHOOL and AFFILIATE jointly and equally bear responsibility for ensuring that there is zero tolerance of mistreatment of it TRAINEES.

# III. ACCREDITATION.

At all times during the term of this AGREEMENT, each of the parties agrees to maintain all appropriate licenses, accreditations and certifications, and to be in compliance with all applicable local, state, and federal statutes and regulations, including but not limited to: (i) state licensure, (ii) accreditation by the Joint Commission (JC); (iii) certification by the Centers for Medicare and Medicaid Services (CMS); and (iv) compliance with the Medicare conditions of participation under federal regulations.

Upon failure of either party to maintain its licensure, accreditation, and/or certification, the non-defaulting party, at its election, may terminate this AGREEMENT effective at the end of SCHOOL's academic year by giving at least thirty (30) days' written notice to the

defaulting party, and thereupon, this AGREEMENT shall terminate without further liability by either party to the other.

## IV. COMPENSATION.

No compensation shall be required or made between AFFILIATE and SCHOOL under this arrangement; however subsequent PLAs may include compensation.

# V. STATUS OF TRAINEES.

- A. During the period in which a TRAINEE is assigned to AFFILIATE, the TRAINEE shall be under the direction and control of the SCHOOL's Program Director or, in the Program Director's absence, his/her designee(s).
- B. SCHOOL and AFFILIATE agree that TRAINEES are present at AFFILIATE's facilities to participate in activities and assignments that are of educational value to TRAINEES, and that are appropriate to the course and scope of SCHOOL's Programs, consistent with the requirements of the ACGME.
- C. TRAINEES will be provided the opportunity to participate in safe, effective, and compassionate patient care, under supervision, commensurate with their level of advancement and responsibility, as determined by SCHOOL.

## VI. DISCRIMINATION - PROHIBITION.

AFFILIATE and SCHOOL agree not to discriminate in the selection or acceptance of any TRAINEE pursuant to this AGREEMENT because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer-related) as defined in section 12926 of the *Ca*lifornia Government Code, ancestry, or marital status; or citizenship, within the limits imposed by law or SCHOOL policy.

## VII. <u>TERM</u>.

The term of this AGREEMENT shall become effective upon final execution and shall continue in effect for five (5) years, or until earlier terminated.

## VIII. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this AGREEMENT may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is earlier. B. Termination For Cause. In the event of a material breach of this AGREEMENT, the aggrieved party may terminate this AGREEMENT by giving sixty (60) days' prior written notice of termination to the breaching party.

# IX. INSURANCE.

- A. SCHOOL, at its sole cost and expense, shall insure its activities in connection with this AGREEMENT and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:
  - 1. Professional Medical and Provider Liability: (MINIMUM LIMITS)

~	Each Occurrence	•	•	¢2 000 000
a.	Each Occurrence			\$2,000,000
				<b>#</b> 4 000 000

b. General Aggregate \$4,000,000

If such insurance is written on a claims made form, it shall provide AFFILIATE with the opportunity to maintain coverage for at least five years beyond the expiration of this AGREEMENT.

- 2. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS)
  - a. Each Occurrence \$1,000,000 b. Products Completed Operations Aggregate \$2,000,000\* c. Personal and Advertising Injury \$1,000,000 d. General Aggregate \$2,000,000\* \* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form, it shall provide AFFILIATE with the opportunity to maintain coverage for at least five years beyond the expiration of this AGREEMENT.

- 3. Workers' Compensation Insurance as required under California state law.
- 4. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of SCHOOL as set forth in Paragraph X below.
- 5. Upon AFFILIATE's request, SCHOOL shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.
- B. AFFILIATE, at its own sole cost and expense, shall insure its activities in connection with this AGREEMENT and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure, as follows:
  - 1. Professional Liability: (MINIMUM LIMITS)

a. Each Occurrence	\$2,000,000
<ul> <li>b. General Aggregate</li> </ul>	\$4,000,000

If such insurance is written on a claims made form, following termination of the AGREEMENT, coverage shall survive for five (5) years following termination of this AGREEMENT. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the AGREEMENT and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year-period.

2. General Liability: Comprehensive or Commercial Form (MINIMUM LIMITS)

a. Each Occurrence	\$1,000,000
b. Products Completed Operations Aggregate	e \$2,000,000*
<ul> <li>c. Personal and Advertising Injury</li> </ul>	\$1,000,000
d. General Aggregate	\$2,000,000*
*(\$1,0	000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the AGREEMENT, coverage shall survive for a period of not less than five years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the AGREEMENT.

- 3. Workers' Compensation Insurance as required under California state law.
- 4. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of AFFILIATE as set forth in Paragraph X below.
- 5. Upon SCHOOL's request, AFFILIATE shall supply a certificate or certificates of insurance or self-insurance to SCHOOL, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall name The Regents of the University of California as an additional insured under (a) and (b), above, obligate the insurer to notify SCHOOL at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by the SCHOOL. Premiums on all insurance policies shall be paid directly by AFFILIATE.

# X. INDEMNIFICATION.

A. SCHOOL shall defend, indemnify and hold AFFILIATE, its directors, officers, employees, agents and Medical Staff harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to

the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SCHOOL, its officers, employees, agents or TRAINEES.

B. AFFILIATE shall defend, indemnify and hold SCHOOL, its regents, directors, officers, employees, agents and TRAINEES harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, employees, agents or Medical Staff.

# XI. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this AGREEMENT or in the operation of the Programs. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, and disposition of claims of third parties arising from services performed under this AGREEMENT, and making witnesses available. SCHOOL shall be responsible for discipline of TRAINEES in accordance with SCHOOL's applicable policies and procedures. AFFILIATE and SCHOOL agree to disclose information in a manner that maintains all protections from discovery that may apply under applicable federal and state peer review law.

# XII. PATIENT RECORDS ("HEALTH INFORMATION").

Any and all of AFFILIATE's medical records and charts created at AFFILIATE's facilities as a result of performance under this AGREEMENT shall be, and remain, the property of AFFILIATE. SCHOOL and its TRAINEES will at all times safeguard the integrity, security and confidentiality of individually identifiable health information to which they have access by virtue of this AGREEMENT including patient medical records, Medical Staff records and information, and other confidential AFFILIATE information ("Health Information"), in accordance with Hospital policies and State and Federal legal requirements, such as California's Confidentiality of Medical Information Act (COMIA) and the Health Insurance Portability and Accountability Act (HIPAA). SCHOOL will familiarize itself with, and require those TRAINEES assigned to AFFILIATE to familiarize themselves with, the privacy and security policies of AFFILIATE applicable to Health Information; SCHOOL will require TRAINEES to comply with those policies without exception. SCHOOL will promptly inform AFFILIATE whenever it becomes aware that its TRAINEES have failed to safeguard the integrity, security or confidentiality of AFFILIATE's Health Information. SCHOOL will cooperate with AFFILIATE to investigate and, to the maximum extent practicable, mitigate any such breach.

In the sole discretion of AFFILIATE, and pursuant to written authorization from AFFILIATE, SCHOOL may be permitted to inspect and/or duplicate, at SCHOOL's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes, subject to commonly accepted standards of protecting patient confidentiality in accordance with applicable federal, state and local laws.

# XIII. <u>USE OF NAME.</u>

- A. SCHOOL shall have no right to identify AFFILIATE as an employer or supervisor, or otherwise use the name, logos or trademarks of AFFILIATE or of AFFILIATE's affiliates in connection with this AGREEMENT without AFFILIATE's prior written consent, which consent AFFILIATE may withhold in its sole discretion. Notwithstanding the forgoing, AFFILIATE acknowledges that SCHOOL may list its name among those institutions with whom it is affiliated for the purpose of educational training during the term of this AGREEMENT.
- B. The parties agree that any use of the "UCR" or the "University of California" name or other similar references to the University of California Riverside, its physicians or facilities, shall be subject to the prior written approval of the Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

## XIV. INDEPENDENT CONTRACTORS.

Nothing contained in this AGREEMENT shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any right, power or authority of any kind to bind the other party or assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other. The relationship of the parties is, and at all times shall continue to be, that of independent contractors.

# XV. <u>NOTICES</u>.

Any notice, report, communication or consent required or permitted by this AGREEMENT shall be in writing and shall be (a) delivered personally, (2) sent by prepaid registered or certified mail, return receipt requested, or (c) sent by overnight express delivery service by a recognized courier, addressed to the other party at the address shown below or at such other address for which such party gives notice
hereunder. Notice by personal delivery shall be deemed effective upon receipt. Notice by courier or registered mail shall be deemed effective three (3) business dates after the date sent.

If to AFFILIATE:

Desert Aids Project 1695 North Sunrise Way Palm Springs, CA 92262

If to SCHOOL:

University of California, Riverside School of Medicine 900 University Ave., School of Medicine, ED bldg. Riverside, CA 92521 Attention: Dr. Gerald Maguire

Mandatory Copy to: Contract Manager 14350-2 Meridian Parkway Riverside CA 92508

# XVI. GOVERNING LAW; JURISDICTION.

This AGREEMENT is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to apply to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this AGREEMENT shall be commenced in The Superior Court of Riverside County, California, , and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. In any action or suit to enforce any right or remedy under this AGREEMENT or to interpret any provision of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

#### XVII. ASSIGNMENT.

SCHOOL shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, any rights or obligations under this AGREEMENT without the prior written consent of AFFILIATE. Except as expressly permitted herein, any purported assignment, transfer or delegation by SCHOOL shall be null and void. Subject to the foregoing, this AGREEMENT shall be

binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

# XVIII. FORCE MAJEURE.

Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, (a) governmental action, laws, orders, regulations, directions or requests, or (b) acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, acts of civil and military authorities, or any causes of like or different kind beyond the reasonable control of such party; provided, however, such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

# XX. EXCLUSION LIST SCREENINGS.

SCHOOL shall screen all of its current and prospective TRAINEES, faculty, employees, and agents ("Screened Persons") if any, against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at http://exclusions.oig.hhs.govhttp://www.sam.gov), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at ), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this AGREEMENT any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, SCHOOL shall immediately notify Affiliate of the same. Screened Persons shall not include any TRAINEE, faculty, employee or agent who is not providing services under this AGREEMENT.

# XXI. ENTIRE AGREEMENT.

This AGREEMENT, together with PLAs in effect between the parties as of the date of this AGREEMENT or subsequently, constitute the entire agreement between the parties with respect to the subject matter hereof and merge all prior and contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, with respect to such subject matter.

# XXII. CONSTRUCTION; WAIVER.

If for any reason a court of competent jurisdiction finds any provision of this AGREEMENT, or portion thereof, to be void, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this AGREEMENT shall continue in full force and effect. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision, and no waiver shall be effective unless made in writing and signed by the waiving party. This AGREEMENT has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

### XXIII. <u>HEADINGS.</u>

The section and paragraph headings contained in this AGREEMENT are for the purposes of convenience only, and are not intended to define or limit the contents of the sections or paragraphs to which such headings apply.

#### XXIV. MODIFICATION.

This AGREEMENT shall not be altered, amended or modified in any way except by a written instrument dated subsequent to the date of this AGREEMENT and signed on behalf of AFFILIATE and SCHOOL by their respective duly authorized representatives.

# XXV. COUNTERPARTS.

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Authorized representatives of the parties execute this AGREEMENT as follows:

#### DESERT AIDS PROJECT ("AFFILIATE")

# UNIVERSITY OF CALIFORNIA, RIVERSIDE SCHOOL OF MEDICINE ("SCHOOL")

DocuSigned by:

*David Brinkman* Byt₀David Brinkman Its: CEO, Desert Aids Project Date: 9/7/2017 Deborah Deas, MD, MPH Dean, School of Medicine CEO, Clinical Affairs Date: \_\_\_\_\_ Grant # 1280 PC Packet DocuSign Envelope ID: C33E1F0E-AE0C-47A7-BDCD-62CB23211E6A

#### Grant Staff Review # 1 of 3

Executive Summary: 9 Community Need and Alignment: 9 Goals: 8 Proposed Evaluation Plan: 8 Applicant Capacity and Infrastructure: 8 Organizational Sustainability: 7 Budget: 8 Key Partners/Collaborations: 9

Total Score: 66.00

**Reviewer Comments:** DAP Health has been providing behavioral health and psychiatric services within their scope of service as a FQHC. Year one will be watched closely as it is indicated by the provided interactive budget planning worksheet., it is anticipated that revenues will exceed expenses (projected net gain: of \$364,000). Year one will hopefully reflect the success of the 3 psychiatric residents getting credentialed and building a sustainable patient portal. Psychiatric services are in desperate need in the Coachella Valley and by DAP Health's goal to expand psychiatric services with medication management will meet this need.

# **Response Notes:**

# Average Review Score:

Fiscal Staff Review Stage: 9.00 (1 of 1)

#### Sum of all Reviews:

Fiscal Staff Review Stage: 9 (1 of 1)

Grant Program Staff Review Stage: 206 (3 of 3)

### Grant Staff Review # 2 of 3

Executive Summary: 9 Community Need and Alignment: 9 Goals: 8 Proposed Evaluation Plan: 8 Applicant Capacity and Infrastructure: 10 Organizational Sustainability: 9 Budget: 9 Key Partners/Collaborations: 10

Total Score: 72.00

**Reviewer Comments:** DAP Health has been one of the local healthcare providers assisting in mitigating the impact of the COVID-19 virus through education, testing, and vaccination. Behavioral health problems have steadily increased due to the COVID-19 epidemic, which DAP Health is proposing to address through this proposed grant. DHCD grant dollars will help increase DAP Health's capacity and staffing to ensure District residents have access to this much needed resource. I recommend we approve this grant request.

# **Response Notes:**

#### Average Review Score:

Fiscal Staff Review Stage: 9.00 (1 of 1)

# Sum of all Reviews:

Fiscal Staff Review Stage: 9 (1 of 1)

Grant Program Staff Review Stage: 206 (3 of 3)

### Grant Staff Review # 3 of 3

Executive Summary: 9 Community Need and Alignment: 9 Goals: 8 Proposed Evaluation Plan: 8 Applicant Capacity and Infrastructure: 8 Organizational Sustainability: 9 Budget: 8 Key Partners/Collaborations: 9

Total Score: 68.00

**Reviewer Comments:** The COVID-19 crisis continues to impact Coachella Valley residents. DAP is targeting one of the many components of health that have been exacerbated due to the pandemic, behavioral health. DAP is expanding their therapy and psychiatry services to enhance access to quality behavioral health services for low-income, uninsured, and underserved residents across the Coachella Valley. DAP is collaborating with the University of California, Riverside School of Medicine's Psychiatry Residency program, allowing three UCR Psychiatry residents to train at DAP under their new, part-time contracted Psychiatrist. The District funds will be utilized to fund a percentage of a new Behavioral Health Clinician and the part-time contracted Psychiatrist in order to reach an additional 80 patients. I support funding DAP with the understanding that they are seeking additional partners and funding for the next phases of their expansion.

#### **Response Notes:**

#### Average Review Score:

Fiscal Staff Review Stage: 9.00 (1 of 1)

#### Sum of all Reviews:

Fiscal Staff Review Stage: 9 (1 of 1)

Grant Program Staff Review Stage: 206 (3 of 3)

### Fiscal Staff Review # 1 of 1

Fiduciary Compliance: 9

Financial Stability: 9

Total Score: 9.00

**Reviewer Comments:** Audited financial statements produced and reviewed by Board of Directors. Positive cash flow at the end of most recent fiscal year. Plenty of assets to address liabilities. 3-year strategic plan in place. Grant amount is reasonable in comparison to organizational budget.

### **Response Notes:**

### Average Review Score:

Fiscal Staff Review Stage: 9.00 (1 of 1)

#### Sum of all Reviews:

Fiscal Staff Review Stage: 9 (1 of 1)

Grant Program Staff Review Stage: 206 (3 of 3)



# FY 2020-2021: Grant Application Scoring Rubric



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

Proposed Program/Project Evaluation Plan (10 points)	<ul> <li>The applicant provides a detailed plan of action for evaluation that includes both qualitative and/or quantitative assessment(s). The plan includes well-defined data reporting mechanisms and/or a clear and transparent narrative.</li> <li>Evaluation measures and methods are clear; the applicant defines how they envision success.</li> <li>Evaluation is in alignment with the SMART goals of the project.</li> <li>An explanation is provided on how the data collected from the project will be utilized for future programming, partnerships, and/or funding.</li> </ul>	<ul> <li>The applicant does not provide, or vaguely describes, a plan of action with limited qualitative and/or quantitative assessment(s). The plan includes poorly defined data reporting mechanisms and/or a narrative.</li> <li>Evaluation measures and methods are not clear; the applicant vaguely defines how they envision success.</li> <li>Evaluation is not in alignment with the SMART goals of the project.</li> <li>An explanation is not provided on how the data collected from the project will be utilized.</li> </ul>
Applicant Capacity and Infrastructure to Execute Proposal (10 points)	The applicant <b>includes examples that demonstrate</b> that the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.). The <b>applicant demonstrates</b> reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)	The applicant <b>does not include examples that demonstrate</b> the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.). The <b>applicant is limited in its ability to demonstrate</b> reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)
Organization Sustainability (10 Points)	The applicant <b>demonstrates</b> that it has a current Strategic Plan with measurable outcomes and includes the proposed program. The applicant demonstrates strong Board engagement, governance, and fundraising support.	The applicant <b>does not sufficiently demonstrate</b> that it has a current Strategic Plan with measurable outcomes. The proposed program is not identified in the current Strategic Plan and the applicant organization has limited Board engagement, governance, and fundraising support.

<b>Budget</b> (10 points)	<ul> <li>The budget is specific and reasonable, and all items align with the described project. The proposed budget is accurate, cost-effective, and linked to activities and outcomes.</li> <li>There are no unexplained amounts.</li> <li>The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are reasonable.</li> <li>All line items are identified clearly in the budget narrative.</li> <li>The budget shows committed, in-kind, or other funds that have been identified, secured, and in place to support the project.</li> </ul>	<ul> <li>The budget is not specific and/or reasonable, and the items are poorly aligned with the described project. The budget is included in the application but seems incomplete or not reflective of actual costs.</li> <li>There are unexplained amounts.</li> <li>The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are not reasonable.</li> <li>Line items are not clearly defined in the budget narrative.</li> <li>The budget does not show committed, in-kind, or other funds that have been identified, secured, and in place to support the project.</li> </ul>
Key Partners / Collaboration (10 points)	The proposal <b>demonstrates a collaborative process</b> that includes multiple community partners involved in planning and implementation, with contributions from collaborators articulated in detail via letters of support and/or memorandums of understanding.	The proposal <b>does not demonstrate a collaborative process</b> and it does not involve multiple community partners in planning and implementation. Potential for collaboration exists but is not articulated.
	Fiscal Review	
Fiduciary Compliance (10 Points)	<b>The applicant demonstrates</b> a financial history that shows a continuous cycle of fiduciary responsibility of the Board through unmodified audited financial statements produced in a timely fashion, positive cash flow at the end of each fiscal year, asset ratio meets required debt load, and the Board reviews financial statements regularly.	<b>The applicant does not demonstrate</b> a financial history that shows a continuous cycle of fiduciary responsibility of the Board through audited financial statements. Positive cash flow at the end of each fiscal year is not consistent. and the Board does not review financials regularly.

Funding sources for operations and programs are f multiple sources and are driven by a strategic plan stability for both short- and long-term growth. Fun development and/or business plan is in place to ide future sources of funding. The requested grant am reasonable in comparison to the overall organization budget.	forlimited sources and are not driven by a strategic plan. Theredis no plan for stability in place currently, including a fundentifydevelopment plan and/or business plan. The requested grantamount isamount is unreasonable in comparison to the overall
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Total Score: \_\_\_\_/ 100

#### **Recommendation:**

Fully Fund

□ Partially Fund – Possible restrictions/conditions

No Funding

#### Assembly Bill No. 2019

#### CHAPTER 257

An act to add Section 6270.7 to the Government Code, and to amend Section 32139 of, and to add Sections 32132.96 and 32140 to, the Health and Safety Code, relating to health care districts.

#### [Approved by Governor September 5, 2018. Filed with Secretary of State September 5, 2018.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 2019, Aguiar-Curry. Health care districts.

The Local Health Care District Law provides for local health care districts that govern certain health care facilities. Each health care district has a board of directors with specific duties and powers respecting the creation, administration, and maintenance of the district. Existing law requires the board of directors to establish and maintain an Internet Web site that may include specified information, such as a list of current board members and recipients of grant funding or assistance provided by the district, if any, and to adopt annual policies for providing assistance or grant funding, as specified. Existing law authorizes certain health care districts to use the design-build process when contracting for the construction of a hospital or other buildings in those districts, as specified.

This bill would require the board of directors to include specified information, such as the district's policy for providing assistance or grant funding, on the district's Internet Web site. The bill would require that policy to contain, among other things, the district's plan for distributing grant funds for each fiscal year and a process for providing, accepting, and reviewing grant applications. The bill would also require the board to, upon filing a petition under federal bankruptcy law, provide written notice within 10 business days to the local agency formation commission of the principal county in which the district is located. The bill would require a district that is authorized and elects to use the design-build process, as specified, for the construction of housing to require that at least 20% of the residential units constructed be subject to a recorded affordability restriction for at least 55 years and be affordable to lower income households, very low income households, extremely low income households, and persons and families of low or moderate income, as defined, unless the city, county, or city and county in which the district is predominantly located has adopted a local ordinance that requires a greater percentage of the units be affordable to those groups or unless the construction is for purposes of building workforce housing, health facilities, or retirement facilities, as specified. By increasing the duties of the board of directors, including duties related to disclosure of public records, the bill would impose a state-mandated local program.

Existing law, the California Public Records Act, requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies.

This bill would require each health care district, in implementing the California Public Records Act, to maintain an Internet Web site in accordance with the provisions described above. Because the bill would require health care districts to perform additional duties, it would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

#### The people of the State of California do enact as follows:

SECTION 1. Section 6270.7 is added to the Government Code, to read: 6270.7. In implementing this chapter, each health care district shall maintain an Internet Web site in accordance with subdivision (b) of Section 32139 of the Health and Safety Code.

SEC. 2. Section 32132.96 is added to the Health and Safety Code, to read:

32132.96. (a) Except as provided in subdivision (b), (c), or (d), a district that is authorized and elects to use the design-build process described in Chapter 4 (commencing with Section 22160) of Part 3 of Division 2 of the Public Contract Code for the construction of housing shall require that at least 20 percent of the residential units constructed be subject to a recorded affordability restriction for at least 55 years and be affordable to all of the following:

(1) Lower income households, as defined in Section 50079.5.

(2) Very low income households, as defined in Section 50105.

(3) Extremely low income households, as defined in Section 50106.

(4) Persons and families of low or moderate income, as defined in Section 50093.

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(b) Subdivision (a) shall not apply if the city, county, or city and county in which the district is predominantly located has adopted a local ordinance that requires a greater percentage of the units be affordable to lower income households, very low income households, extremely low income households, and persons and families of low or moderate income.

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(c) Subdivision (a) shall not apply to any district that is authorized and elects to use the design-build process described in Chapter 4 (commencing with Section 22160) of Part 3 of Division 2 of the Public Contract Code for the construction of any health facilities or retirement facilities exclusively providing care or supportive services to the elderly, disabled adults, or individuals with dementia, including, but not limited to, residential care facilities for the elderly.

(d) Subdivision (a) shall not apply to any district that is authorized and elects to use the design-build process described in Chapter 4 (commencing with Section 22160) of Part 3 of Division 2 of the Public Contract Code for the construction of workforce housing that is otherwise required by local ordinance.

SEC. 3. Section 32139 of the Health and Safety Code is amended to read:

32139. The board of directors shall do all of the following:

(a) Adopt an annual budget in a public meeting, on or before September 1 of each year, that conforms to generally accepted accounting and budgeting procedures for special districts.

(b) Establish and maintain an Internet Web site that lists contact information for the district. The Internet Web site shall also list all of the following:

(1) The adopted budget.

(2) A list of current board members.

(3) Information regarding public meetings required pursuant to Section 32106 or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(4) A municipal service review or special study conducted by a local agency formation commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Division 3 (commencing with Section 56000) of Title 5 of the Government Code), if any. The board may comply with this paragraph by posting a link on its Internet Web site to another government Internet Web site that contains the specified information.

(5) Recipients of grant funding or assistance provided by the district, if any.

(6) Audits of the district's accounts and records pursuant to Section 26909 of the Government Code or Section 32133 of this code. The board may comply with this paragraph by posting a link on its Internet Web site to another government Internet Web site that contains the specified information.

(7) Annual financial reports to the Controller, submitted pursuant to Section 53890 of the Government Code. The board may comply with this

paragraph by posting a link on its Internet Web site to another government Internet Web site that contains the specified information.

(8) The district's policy for providing assistance or grant funding described in subdivision (c).

(9) Any other information the board deems relevant.

(c) Adopt annual policies for providing assistance or grant funding, if the district provides assistance or grants pursuant to Section 32126.5 or any other law. This policy shall include all of the following:

(1) A nexus between the allocation of assistance and grant funding with health care and the mission of the district.

(2) A process for the district to ensure allocated grant funding is spent consistently with the grant application and the mission and purpose of the district, including, but not limited to, requirements that a grant recipient must meet, such as grant contract terms and conditions, fiscal and programmatic monitoring by the district, and reporting to the district.

(3) The district's plan for distributing grant funds for each fiscal year.

(4) A process for providing, accepting, and reviewing grant applications.

(5) A prohibition against individual meetings regarding grant applications between a grant applicant and a district board member, officer, or staff outside of the district's established grant awards process. A district's established grant awards process may include the provision of technical assistance to grant applicants, upon request, by district grant program staff.

(6) Beginning January 1, 2020, guidelines for all of the following:

(A) Awarding grants to underserved individuals and communities, and to organizations that meet the needs of underserved individuals and communities.

(B) Considering the circumstances under which grants may be awarded to multiple or single recipients, and exceptions to these circumstances.

(C) Evaluating the financial need of grant applicants.

(D) Considering the types of programs eligible for grant funding, including direct patient care, preventive care, and wellness programs.

(E) Considering the circumstances under which grants may be provided to prior grant recipients, and exceptions to these circumstances.

(F) Considering sponsorships of charitable events.

(G) Funding other government agencies.

(H) Awarding grants to, and limiting funds for, foundations that are sponsored or controlled by, or associated with, a separate grant recipient.

SEC. 4. Section 32140 is added to the Health and Safety Code, to read: 32140. Upon filing a petition under federal bankruptcy law, the board of directors shall provide written notice within 10 business days to the local agency formation commission of the principal county in which it is located.

SEC. 5. The Legislature finds and declares that Section 1 of this act, which adds Section 6270.7 to the Government Code, and Section 2 of this act, which amends Section 32139 of the Health and Safety Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public

bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

By requiring health care districts to post specified information on their Internet Web site, this act increases public access to public records, and thereby furthers the purposes of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

SEC. 6. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.