



**DESERT HEALTHCARE DISTRICT
HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING
May 17, 2021
10:00 A.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/85966549705?pwd=NVk0dUNkNVVyMWdvM0tzN20xRkVEdz09>
Password: 653492

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 committee when called upon:
Webinar ID: 859 6654 9705

| <i>Page(s)</i> | AGENDA | <i>Item Type</i> |
|----------------|---|------------------------|
| | I. Call to Order – Director Les Zendle, MD, Committee Chairperson | |
| | II. Introductions | |
| 1-2 | III. Approval of Agenda | 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 | |
| 3-6 | V. Approval of Meeting Minutes 1. December 19, 2019 | Action |
| 7-11 | VI. Old Business 1. Consideration to extend the consulting services agreement between the Desert Healthcare District and Dale E. Barnhart to conduct ongoing quarterly inspections of Desert Regional Medical Center | Action |
| 12-14 | VII. New Business 1. Q1 Facilities Inspection – January 23, 2020 | Information/Discussion |
| 15-17 | 2. Q1 Facilities Inspection – March 2, 2021 | Information/Discussion |
| 18-19 | 3. Quarterly 2021-2022 Inspection Schedule | Information |
| | 4. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center | Information/Discussion |



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VIII. Adjournment



**HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING
MEETING MINUTES
December 19, 2019**

| Directors Present | District Staff Present | Absent |
|---|--|---------------|
| Chairman/President, Les Zendle, MD Director Carole Roger, RN Director Karen Borja | Conrado E. Bázquez, MD, CEO Chris Christensen, Interim CEO, CFO Andrea S. Hayles, Clerk of the Board | |

| AGENDA ITEMS | DISCUSSION | ACTION |
|---|--|--|
| I. Call to Order | The meeting was called to order at 10:00 a.m. by Chairman Zendle. | |
| II. Introductions | All in attendance were familiar with each other; thus, introductions were not necessary. | |
| III. Approval of Agenda | Chairman Zendle asked for a motion to approve the agenda | Moved and seconded by Director Rogers and Director Borja to approve the agenda as amended. Motion passed unanimously. |
| IV. Public Comment | No public comment. | |
| V. Approval of Meeting Minutes | Chairman Zendle asked for approval of the October 17, 2019, meeting minutes. | Moved and seconded by Director Rogers to Director Borja approve the agenda. Motion passed unanimously. |
| VI. Old Business | | |
| VII. New Business | | |
| 1. Q4 Hospital Inspection – Desert Regional Medical Center | Dale Barnhart, Consultant, provided the highlights of the Q4 inspection report that included sprinklers, rust in the ceiling diffusers, surgical area sprinkler head dust, and blocked electrical panels. The clinical room was blocked with boxes, the phlebotomy area had dust and open panels in the ceiling. The GI lab area had no findings. Mr. Barnhart also described other minor repairs. | |

**HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING
MEETING MINUTES
December 19, 2019**

| | | |
|--|--|--|
| <p>2. Q3 Hospital Inspection – Desert Regional Medical Center</p> | <p>Dale Barnhart, Consultant, described the results of the Q3 reinspection with most items completed other than the patient room wall damage repair, repainting of patch work in the women infant center, and the damaged laminate on the door in the EVS closet.</p> | |
| <p>3. Leapfrog – Hospital Safety Grade</p> | <p>Christine Langenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center, provided a presentation of the most recent Leapfrog Hospital Safety Grade commencing with a description of the safety grade with the scores released twice annually in April and October. 2,600 hospitals participate, and some do not participate at all. The process/structural measures are 50% of the total score; the other half are three sections, with the last score being patient safety outcome measures. Two years ago, Desert Regional Medical Center (DRMC) received a B, a C for the last three reporting periods, and each grading period changes. DRMC received the full complimented points for falls in the survey period. Patient satisfaction scores from 2017-2018 did not change significantly, with a strong performance in communications with medications, improved discharge, and the opportunity for improvement in communication with physicians.</p> | |

**HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING
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| | | |
|--|--|--|
| | <p>An overview of Infection prevention and improvement activities for prevention such as partnering with the California Department of Public Health (CDPH), a multidisciplinary task force, a change in central line dressing product, and electronic records hard stops.</p> <p>A summary of the key action items was provided that include stronger partnerships, residency programs in quality and patient safety improvements, physician advisors, Advocates for Cerner upgrades that support medication scanning, diligence in prevention programs, patient experience focus, nursing leadership rounds, and increased clinical staff engagement.</p> <p>Ezra Kaufman, District resident, explained that the hospital had an “A,” and for two years had a C, but has a net profit of over \$35M and is unwilling to devote the necessary resources. Mr. Kaufman inquired on the track and reducing patient safety as below average and was not addressed during the presentation.</p> <p>Chairman Zendle inquired if pages 1-6 can be included in the minutes for publishing. Michele Finney, CEO, Desert Care Network, Desert Regional Medical Center, explained that she has no qualms.</p> | |
|--|--|--|

**HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING
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| | | |
|--------------------------|---|---|
| | Desert Regional Medical Center (DRMC) is working with the public and media outlets to explain the scores results and improvements that are underway. Sick patients from JFK Medical Center and Eisenhower Medical Center are often transferred to DRMC, which also has a reflection on the score. | |
| VIII. Adjournment | Chairman Zendle adjourned the meeting at 11:06 a.m. | Audio recording available on the website at https://www.dhcd.org/Agendas-and-Documents |

ATTEST: _____
Les Zendle, MD, Chairman/President
Hospital Lease Oversight Committee

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

DRAFT



Date: May 17, 2021

To: Hospital Lease Oversight Committee

Subject: Consulting Services Agreement, Dale E. Barnhart, Facilities Inspector – Hospital Safety and Compliance Inspections

Staff Recommendation: Consideration to approve the Service Agreement for Dale E. Barnhart, Facilities Inspector.

Background:

- At the October 18, 2018, Hospital Lease Oversight Committee meeting, the committee directed Staff to establish an inspection schedule to engage the services of an engineer to conduct quarterly inspections of the Desert Regional Medical Center (DRMC) facilities.
- In January 2019, Staff executed a consulting services agreement through December 2020 between the Desert Healthcare District (DHCD) and Dale Barnhart, the retired Administrative Director of Facilities Management, DRMC, to conduct the quarterly hospital inspections with DRMC personnel, the DHCD Hospital Lease Oversight Committee, and Staff at the billing rate of \$100/hr.
- The updated 2021-2022 quarterly Hospital Safety and Compliance Inspection Schedule is included in section 7.3 of the packet.
- Staff recommends approval to renew the consulting services agreement for Dale E. Barnhart as the Facilities Inspector through December 31, 2022.

Fiscal Impact:

\$100/hr. – estimated 8 hours per quarter at \$3,200 per year.

CONSULTING SERVICES AGREEMENT

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

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

1. District would like to retain the professional services of Consultant to conduct ongoing quarterly inspections of Desert Regional Medical Center with the District Hospital Governance Oversight Committee Chair and applicable hospital personnel as detailed in a 2-year quarterly inspection schedule and provide comprehensive findings/outcomes reports of the quarterly inspections.

2. Consultant has more than 20 years in hospital facility management and inspections and is qualified and possesses the knowledge, skill, expertise, necessary to provide the professional services (“Services”) as outlined in recital 1.

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

1. CONSULTANT’S SERVICES.

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

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

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

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

2. FEES AND PAYMENTS.

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant an amount of \$100 per hour, plus customary expenses.

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

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

3. TERM & TERMINATION.

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed until December 31, 2022, subject to Section 1.3 above or the District's right to terminate sooner for convenience. Service agreement may be extended with written agreement of both District and Consultant.

3.2 Termination for Convenience. District may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing thirty (30) days notice to Consultant of its intention to terminate the Agreement for convenience. Consultant may, at any time in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing thirty (30) days notice to District of its intention to terminate the Agreement for convenience. So long as Consultant is not in default under this Agreement at the time of such termination, District shall pay Consultant for all Services incurred upto and including the date of termination.

4. INDEPENDENT CONTRACTOR.

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

5. OWNERSHIP OF DOCUMENTS.

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

6. INDEMNIFICATION.

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

7. NOTICE.

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

To: District
Desert Healthcare District
Attention: Chris Christensen, Chief Administration Officer
1140 N. Indian Canyon Drive
Palm Springs, California 92262

To: Consultant
Dale E. Barnhart
78586 Gorham Lane
Palm Desert, CA 92211

8. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

"District":

Desert Healthcare District

By: _____
Conrado E. Bárzaga, MD, CEO

Date: _____

"Consultant":

Dale E. Barnhart

By: _____
Dale E. Barnhart

Date: _____

TO: CONRADO BARZAGA, M.D., CEO
FROM: DALE BARNHART
SUBJECT: 1ST QUARTER INSPECTION 2020
DATE: JANUARY 23, 2020
CC: CHRIS CHRISTENSEN, CFO
ANDREA HAYLES, SPECIAL ASSISTANT TO CEO

The quarterly facilities inspection was conducted January 23, 2020. The following representatives participated in the inspection:

- Dale Barnhart, Healthcare Facilities Consultant
- Conrado Barzaga, MD, DHCD CEO
- Les Zendle, MD, DHCD Board President
- Chris Christensen, DHCD CFO
- Mike Ditoro, DRMC COO
- Steve Ballard, DRMC Director of Engineering
- Steed McCotter, DRMC Director of Patient Experience

The inspection included Acute Rehabilitation, Physical & Occupational Therapy, Pediatrics, Pulmonary, Intensive Care Units and GI Laboratory. The inspection findings are listed in the attached report. Also included is a reinspection update through January 23, 2020.

Please let me know if you have any questions.

| REPORTED ITEMS: | | |
|---|--|--------------------------|
| ITEM | | RESPONSE |
| <u>Areas Inspected</u> | | |
| <u>Acute Rehabilitation</u> | | |
| 20-01 | Refrigerator plugged into plug strip in nursing station | 1/23/20 – First Reported |
| 20-02 | Refrigerator plugged into plug strip in medication room | 1/23/20 – First Reported |
| <u>Physical & Occupational Therapy</u> | | |
| No findings identified | | |
| <u>Pediatrics</u> | | |
| 20-03 | Three coffee pots plugged into plug strip in staff lounge, door EW-47E | 1/23/20 – First Reported |
| <u>Pulmonary</u> | | |
| 20-04 | Two refrigerators & water dispensers plugged into plug strip in staff lounge | 1/23/20 – First Reported |
| <u>Medical/Surgical ICU</u> | | |
| 20-05 | Missing junction box cover plates in fire sprinkler shaft room | 1/23/20 – First Reported |
| 20-06 | Missing escutcheon ring in Dirty utility room, door S1-37 | 1/23/20 – First Reported |

| REPORTED ITEMS: | | |
|-----------------------------|--|--------------------------|
| ITEM | | RESPONSE |
| 20-07 | Insects in 2x4 ceiling light diffuser in corridor outside of ICU | 1/23/20 – First Reported |
| <u>Cardiac ICU</u> | | |
| 20-08 | Missing escutcheon ring, patient room 3102 | 1/23/20 – First Reported |
| 20-09 | Escutcheon ring taped to ceiling, patient room 3018 | 1/23/20 – First Reported |
| <u>Trauma ICU</u> | | |
| 20-10 | Missing escutcheon ring, family counseling room | 1/23/20 – First Reported |
| 20-11 | Missing escutcheon ring, patient room 3131 | 1/23/20 – First Reported |
| 20-12 | Gap surrounding escutcheon ring near door S1-38 | 1/23/20 – First Reported |
| 20-13 | No lids on medical waste & trash containers in Dirty utility room | 1/23/20 – First Reported |
| 20-14 | Medical gas cabinet door in Dirty utility room did not positive latch | 1/23/20 – First Reported |
| 20-15 | Storage within 18” of ceiling in ICU supply room | 1/23/20 – First Reported |
| 20-16 | Missing escutcheon ring in lift equipment room, door S1-31A | 1/23/20 – First Reported |
| <u>Neuro ICU</u> | | |
| 20-17 | Isolation cart near patient room 3118 blocking fire extinguisher cabinet | 1/23/20 – First Reported |
| <u>GI Laboratory</u> | | |
| | No findings identified | |

TO: CONRADO BARZAGA, M.D., CEO
FROM: DALE BARNHART
SUBJECT: 1ST QUARTER INSPECTION 2021
DATE: MARCH 8, 2021
CC: CHRIS CHRISTENSEN, CFO
ANDREA HAYLES, SPECIAL ASSISTANT TO CEO

The quarterly facilities inspection was conducted March 4, 2021. The following representatives participated in the inspection:

- Dale Barnhart, Healthcare Facilities Consultant
- Les Zendle, MD, DHCD Board Chair
- Carole Rogers, RN, DHCD Board Director
- Carmina Zavala, Board Director, DHCD
- Chris Christensen, CFO, DHCD
- Mike Ditoro, COO, DRMC
- Steve Ballard, Director of Engineering, DRMC
- Geoffrey Lowman, EMMP, DRMC

The inspection included the following hospital-based departments at the El Mirador Medical Plaza/MOB: Comprehensive Cancer Center, Wound Care, ICON and Maternal Fetal Medicine. The inspection findings are listed in the attached report.

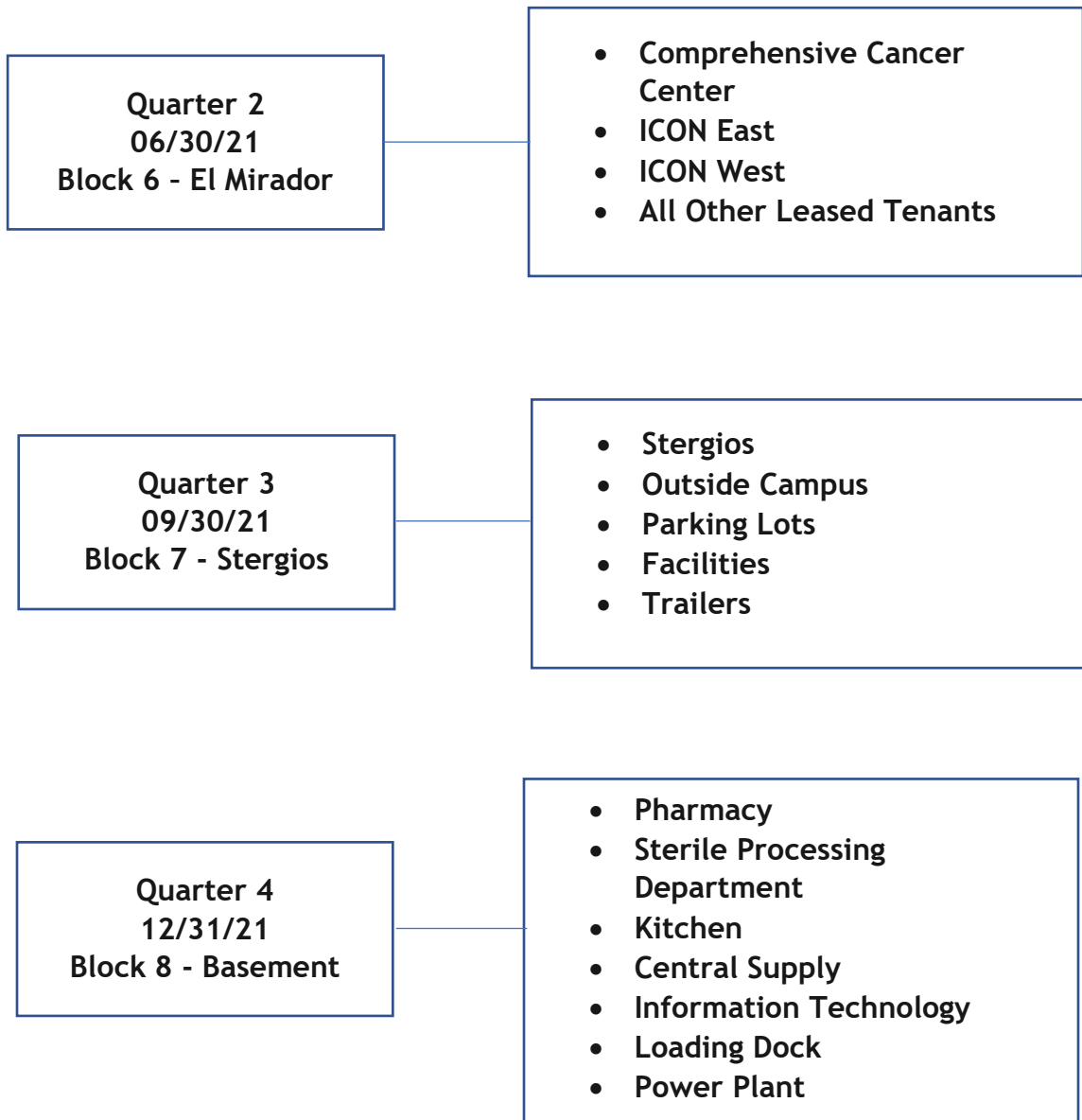
Please let me know if you have any questions.

| REPORTED ITEMS: | | |
|---|--|-------------------------|
| ITEM | | RESPONSE |
| <u>Areas Inspected</u> | | |
| <u>Comprehensive Cancer Center</u> | | |
| P2/Radiation: | | |
| 21-01 | Burnt out light tube & missing lens diffuser on 2 x 4 light fixture in Electrical Room | 3/4/21 – First Reported |
| 21-02 | Stairwell #8 door did not positive latch | 3/4/21 – First Reported |
| 1st Floor: | | |
| No findings identified | | |
| 2nd Floor: | | |
| 21-03 | Stairwell door did not positive latch in Chemo (Suite 218) | 3/4/21 – First Reported |
| 21-04 | Missing air diffuser on HVAC duct in East Electrical Room | 3/4/21 – First Reported |
| 21-05 | Hole in ceiling in OB/GYN Clean Utility Room | 3/4/21 – First Reported |
| 3rd Floor: | | |
| 21-06 | Storage within 18” of ceiling in Conference Storage Room | 3/4/21 – First Reported |
| <u>Wound Care (Suite W400)</u> | | |
| 21-07 | Buckets of paint stored in lounge | 3/4/21 – First Reported |
| 21-08 | Unlocked electrical panel near back door | 3/4/21 – First Reported |
| 21-09 | Electrical panel cover missing hardware located near back door | 3/4/21 – First Reported |
| <u>ICON (Suite W201)</u> | | |
| 21-10 | Toaster with exposed elements in employee break room | 3/4/21 – First Reported |

| REPORTED ITEMS: | | |
|---|--|-------------------------|
| ITEM | | RESPONSE |
| 21-11 | Storage within 18" of ceiling/sprinkler head in storage closet near patient restroom | 3/4/21 – First Reported |
| | | |
| <u>Maternal Fetal Medicine (Suite W200)</u> | | |
| 21-12 | Stained ceiling tile in Sweet Success manager's office | 3/4/21 – First Reported |
| 21-13 | Damaged walls & missing paint in Ultrasound rooms 7, 8, 9 and exam rooms 1 & 5 | 3/4/21 – First Reported |
| 21-14 | Stained ceiling tile in exam room 2 | 3/4/21 – First Reported |
| | | |
| <u>Exterior Patio (4th Floor)</u> | | |
| | No findings identified | |
| | | |



Desert Healthcare District - Hospital Lease Oversight Committee
Desert Regional Medical Center Quarterly Inspection Schedule
2021-2022





Quarter 1
03/31/22
Block 1 - Sinatra Tower

- 5 Sinatra
- 4 Sinatra
- 3 Sinatra
- 2 Sinatra
- Finance

Quarter 2
06/30/22
Block 2 - East Tower

- 4 East
- 3 East
- 2 East
- 1 East
- 1 Central
- Sinatra Education Center

Quarter 3
09/30/22
Block 3 - West Tower

- Labor and Delivery
- Neonatal Intensive Unit
- Emergency Department
- Radiology/Diagnostic Imaging
- Helipad

Quarter 4
12/31/22
Block 4 - 1st Floor Part 1

- Operating Rooms
- Lab
- GI Lab
- Cafeteria
- Maternal Fetal Medicine
- Medical Records

Quarter 1
03/31/23
Block 5 - 1st Floor Part 2

- Intensive Care Units
- Acute Rehabilitation Unit
- Physical Therapy/
Occupational Therapy
- Pediatrics
- Pulmonary