



**DESERT HEALTHCARE DISTRICT
BOARD MEETING
Board of Directors
January 25, 2022
5:30 P.M.**

In accordance with new authorization signed by the Governor – Executive Order N-17-21 on September 16, 2021 - (AB 361 - Government Code 54953 effective until January 1, 2024), which extends the provisions of the Governor’s Executive Order N-29-20 of March 12, 2020, revised on March 18, 2020, and Board-approved Resolution #21-03 on September 26, 2021, teleconferencing will be used by the Board members and appropriate staff members during this meeting.

In lieu of attending the meeting in person, members of the public can participate by webinar by using the following link:

<https://us02web.zoom.us/j/88484223736?pwd=MTdMWHBjY0FhRG16ZE9RMUw0L0tMQT09>
Password: 692341

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

Dial in #: **(669) 900-6833** To Listen and Address the Board when called upon:
Webinar ID: 884 8422 3736
Password: 692341

You may also email ahayles@dhcd.org with your public comment no later than 4 p.m., Tuesday, 01/25

<i>Page(s)</i>	AGENDA <i>Any item on the agenda may result in Board Action</i>	<i>Item Type</i>
	A. CALL TO ORDER – President Borja Roll Call Director Zavala ___ Director Shorr ___ Director Zendle, MD ___ Director De Lara ___ Director Rogers, RN ___ Vice-President/Secretary PerezGil ___ President Borja	
	B. PLEDGE OF ALLEGIANCE	
1-4	C. APPROVAL OF AGENDA	Action
	D. PUBLIC COMMENT 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 Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.	
	E. CONSENT AGENDA All Consent Agenda item(s) listed below are considered routine by the Board of Directors and will be enacted by one motion. <u>There will be no separate discussion of items unless a Board member so requests, in which event the item(s) will be considered following approval of the Consent Agenda.</u>	Action



1. BOARD MINUTES
 - 5-15** a. Board of Directors Meeting – December 21, 2021
2. FINANCIALS
 - 16-42** a. Approval of the December 2021 & January 2022 Financial Statements – F&A Approved January 11, 2022
3. GRANT FUNDING
 - 43-75** a. Grant # 1301 – UCR Regents of the University of California at Riverside – Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic: \$113,514 – STRATEGIC PLAN GOAL & STRATEGY ALIGNMENT: Goal #3 Proactively expand community access to behavioral/mental health services; Strategy 3.7 Collaborate/partner with community providers to enhance access to culturally sensitive behavioral/mental health services
 - 76-107** b. Grant #1302 – Vision To Learn – Vision to Learn – Palm Springs, Desert Sands, and Coachella Valley School Districts: \$50,000 – STRATEGIC PLAN GOAL AND STRATEGY: Goal #2 Proactively expand community access to primary and specialty health care services; Strategy 2.3 Provide funding support to community organizations providing expanded mobile primary and specialty care services
 - 108-152** c. Grant #1303 – CSUSB Philanthropic Foundation – Nursing Street Medicine Program: \$54,056 STRATEGIC PLAN GOAL AND STRATEGY: Goal #2 Proactively expand community access to primary and specialty health care services; Strategy 2.2 Provide funding to support an increase in the number of clinics and needed programs in geographically targeted markets and the days and hours that they operate
4. LEASES
 - 153-175** a. Las Palmas Medical Plaza – New Lease Agreement – Arthritis and Rheumatic Care Clinic – 1-year lease with a 1-year extension option
5. RESOLUTIONS
 - 176-178** a. Subsequent Emergency Resolution #22-01 Re-Ratifying the State of Emergency and Re-Authorizing Remote Teleconference Meetings
 - 179-186** b. Resolution #22-02 – December 21, 2021, Board-approved Redistricting Hummingbird Map



	F. APPOINTMENT OF COMMITTEES	Information
	G. DESERT HEALTHCARE DISTRICT CEO REPORT	
	– Chris Christensen, Chief Administrative Officer	
187-189	1. COVID-19 in the Coachella Valley – Update	Information
190-191	2. Local Area Formation Commission (LAFCO) Special District Member Election Notice – Western Portion of the County	Information
	3. 2022 Palm Springs Black History Month Awards Gala Award – Saturday, February 5, Palm Springs Hilton	Information
	4. 2022 City of Palm Springs Human Rights Commission Community Service Award, Monday, February 14, City Council Chambers	Information
	H. DESERT REGIONAL MEDICAL CENTER CEO REPORT	Information
	– Michele Finney, CEO	
	I. DESERT REGIONAL MEDICAL CENTER GOVERNING BOARD MEETING	Information
	– Les Zendle, MD and Carole Rogers, RN	
	J. COMMITTEE MEETINGS	
	1. STRATEGIC PLANNING COMMITTEE – Chair/Director Les Zendle, MD, President Karen Borja, Director Leticia De Lara	
192-194	1. Draft Meeting Minutes – January 11, 2022	Information
	2. FINANCE, LEGAL, ADMINISTRATION & REAL ESTATE COMMITTEE – Chair/Director Arthur Shorr, Director Leticia De Lara, and Director Les Zendle, MD	
195-199	1. Draft Meeting Minutes – January 11, 2022	Information
200-201	2. Las Palmas Medical Plaza Leasing Update	Information
	3. PROGRAM COMMITTEE – Chair/Vice-President/Secretary Evett PerezGil, President Karen Borja, and Director Carmina Zavala	
202-206	1. Draft Meeting Minutes – January 11, 2022	Information
207	2. Grant Payment Schedule	Information
208-219	3. Progress and Final Reports Update	Information
	K. OLD BUSINESS	
220-230	1. CV Link Q4 Report	Information
	L. LEGAL	
231-233	1. Governor Newsom’s 2022-2023 State Budget Highlights	Information
	2. January 2022 Healthcare Related Laws	Information
	M. IMMEDIATE ISSUES AND BOARD COMMENTS	Information
	N. ADJOURNMENT	Information



If you have any disability which would require accommodation to enable you to participate in this meeting, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer, at ahayles@dhcd.org or call (760) 567-0298 at least 24 hours prior to the meeting



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Directors Present – Video Conference	District Staff Present – Video Conference	Absent
President Leticia De Lara Vice-President/Secretary Karen Borja Director Arthur Shorr Director Carole Rogers, RN Director Les Zendle, MD Director Evett PerezGil Director Carmina Zavala	Conrado E. Bázquez, MD, CEO Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Jana Trew, Senior Program Officer Will Dean, Marketing and Communications Director Meghan Kane, Programs and Research Analyst Andrea S. Hayles, Clerk of the Board <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President De Lara called the meeting to order at 5:30 p.m. The Clerk of the Board called the roll with all directors' present.	
B. Pledge of Allegiance	President De Lara asked Director Zendle to lead the Pledge of Allegiance.	
C. Approval of Agenda	President De Lara asked for a motion to approve the agenda.	#21-77 MOTION WAS MADE by Director PerezGil and seconded by Director Rogers to approve the agenda. Motion passed unanimously. AYES – 7 President De Lara, Vice-President/Secretary Borja, Director Shorr, Director Rogers, Director Zendle, Director PerezGil, and Director Zavala NOES – 0 ABSENT – 0
D. Public Comment		
E. Consent Agenda		
1. BOARD MINUTES		

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<p>a. Board of Directors Meeting – November 26, 2021</p> <p>2. GRANT FUNDING</p> <p>a. Grant #1171 Blood Bank of Riverside and San Bernardino Counties AKA LifeStream – modification to the approved grant budget of \$150,000 by transferring \$30,000 from the line-item budget category <i>COVID Antibodies Test Kits</i> to line-item budget category <i>One Blood Mobile</i> to support the cost of the district-funded bloodmobile (Strategic Plan Linkage: Goal #2 <i>Proactively expand community access to primary and specialty health care services</i>; Strategy 2.3: <i>Provide funding support to community organizations providing expanded mobile primary and specialty care services</i>)</p> <p>b. Grant #1289 Desert Cancer Foundation – Patient Assistance Program – \$150,000 (Strategic Plan Linkage: Goal #2 <i>Proactively expand community access to primary and specialty health care services</i>; Strategy 2.7: <i>Utilize an equity lens to expand services and resources to underserved communities</i>)</p> <p>3. ENGAGEMENT LETTER</p> <p>a. Amendment to the Kaufman Hall Associates May 20, 2021, Engagement Letter – Effective January 2022</p> <p>4. RESOLUTIONS</p> <p>a. Subsequent Emergency Resolution #21-08 Re-</p>	<p>President De Lara asked for a motion to approve the consent agenda with a correction to the motions of 6-0 related to Director Shorr’s absence.</p> <p>Director Rogers requested a correction to Acadia hospital’s name.</p>	<p>#21-78 MOTION WAS MADE by Director PerezGil and seconded by Director Rogers to approve the consent agenda with modifications to the November 26, 2021 meeting minutes. Motion passed unanimously. AYES – 7 President De Lara, Vice-President/Secretary Borja, Director Shorr, Director Rogers, Director Zendle, Director PerezGil, and Director Zavala</p> <p>NOES – 0</p> <p>ABSENT – 0</p>
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<p>Ratifying the State of Emergency and Re- Authorizing Remote Teleconference Meetings</p>		
<p>F. Annual Election of Officers – President, Vice- President/Secretary, and Treasurer</p> <p>1. Election of Officers Procedure, Jeffrey G. Scott, Esq., Legal Counsel</p>	<p>Jeff Scott, Legal Counsel, explained that President De Lara will continue to conduct the meeting after the election of officers.</p> <p>Mr. Scott opened the nominations for President with President De Lara voting for Vice-President Borja. Director Shorr motioned, and Director Rogers seconded to approve Vice-President Borja as President.</p> <p>Mr. Scott opened the nominations for Vice-President/Secretary with President De Lara nominating Director PerezGil, and Director Rogers nominating Director Zendle. Director Zendle declined the nomination. Mr. Scott called for the vote and Director Zendle motioned to nominate Director PerezGil, and Director Rogers seconded approve Director PerezGil as Vice-President/Secretary.</p> <p>Mr. Scott opened the nominations for Treasurer with Director Zendle nominating Director Shorr. Director Zendle motioned, and Director</p>	<p>#21-79 MOTION WAS MADE by Director Shorr and seconded by Director Rogers to approve as Vice-President Borja as President. Motion passed unanimously. AYES – 7 President De Lara, Vice-President/Secretary Borja, Director Shorr, Director Rogers, Director Zendle, Director PerezGil, and Director Zavala NOES – 0 ABSENT – 0</p> <p>#21-80 MOTION WAS MADE by Director Zendle and seconded by Director Rogers to approve Director PerezGil as Vice-President/Secretary. Motion passed unanimously. AYES – 7 President De Lara, Vice-President/Secretary Borja, Director Shorr, Director Rogers, Director Zendle, Director PerezGil, and Director Zavala NOES – 0 ABSENT – 0</p> <p>#21-81 MOTION WAS MADE by Director Zendle and seconded by Director PerezGil to approve Director Shorr as Treasurer. Motion passed unanimously.</p>

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	<p>PerezGil seconded to approve Director Shorr as Treasurer.</p>	<p>AYES – 7 President De Lara, Vice-President/Secretary Borja, Director Shorr, Director Rogers, Director Zendle, Director PerezGil, and Director Zavala NOES – 0 ABSENT – 0</p>
<p>G. Public Hearing</p> <p>1. Zone Mapping Process – Quail, Roadrunner, and Hummingbird Maps – Justin Levitt, Vice-President, National Demographic Corporation (NDC)</p>	<p>Justin Levitt, Vice President, National Demographics Corporation (NDC), provided an overview of the district’s redistricting detailing the individual zones of the maps with minor changes to most maps and moderate changes to the Hummingbird map.</p> <p>After board discussion, Director Zendle moved to accept the Hummingbird map, and seconded by Director Rogers.</p> <p>President De Lara thanked Dr. Levitt for guiding the board through the process up to this point. Legal counsel, Jeff Scott, will provide a resolution for approval at the January board meeting.</p>	<p>#21-82 MOTION WAS MADE by Director Zendle and seconded by Director Rogers to approve the Hummingbird map. Motion passed 6-1. AYES – 6 President De Lara, Vice-President/Secretary Borja, Director Shorr, Director Rogers, Director Zendle, and Director PerezGil NOES – 1 Director Zavala ABSENT – 0</p>
<p>H. Desert Healthcare District CEO Report</p> <p>1. COVID-19 in the Coachella Valley – Update</p>	<p>Conrado Bárzaga, MD, CEO, provided an update on the vaccinations and events in the Coachella Valley, including the booster shot.</p> <p>Vice-President Borja requested guidance for the holiday season with Dr. Bárzaga reiterating two doses of the vaccine,</p>	

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<p>2. KESQ and Telemundo COVID-19 Medical Expert Panel Live Broadcast, Wednesday, December 15</p>	<p>including booster shots, testing, and avoiding large crowds.</p> <p>Dr. Bárzaga, CEO, described the live broadcast medical expert panel to provide more awareness on the COVID vaccine and resources to the community, the district reached out to the media, and a special bilingual medical expert panel participated, including Director Zavala for her expertise on mental health, further thanking everyone for their assistance.</p> <p>President De Lara congratulated the staff and thanked the media for providing awareness.</p>	
<p>3. Strategic Planning Implementation a. Clear Impact Platform/Results Based Accountability (RBA) Metrics – Update</p>	<p>Dr. Bárzaga, CEO, described the Strategic Plan strategies, vision, and evaluating the outcome measures through the Clear Impact platform – software tool for accountability.</p> <p>Meghan Kane, MPH, Senior Program Officer, described the platform alignment with the strategies and the highest priorities to begin tracking and implementing the data with the tracking measures to report to the board and public as applicable.</p> <p>Director Zandle reminded the board that performance measures in healthcare are difficult to measure and enlisting some outside</p>	

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<p>b. 2021-2023 Communications and Marketing Plan</p>	<p>resources to assist is possibly necessary.</p> <p>Director Rogers explained that additional goals were initially adopted and inquired on a more detailed outline similar to the high priorities. Dr. Bázaga, CEO, explained that the district commenced with goals 2 and 3, which are clearly articulated to easily measure the objectives with the others requiring further clarity that will be provided, but still require additional work.</p> <p>President De Lara explained the diligent work, determination to commence the process, and moving forward with some modifications that occur as a journey with an impact over time.</p> <p>Dr. Bázaga, CEO, described the communication and marketing plan to clearly articulate the work of the district to various audiences and the impact in the community.</p> <p>Will Dean, Director, Communications and Marketing further described the communications and marketing plan as an evolving district highlighting the publicity and education and additional details of the plan.</p> <p>Vice-President Borja described an assessment of language access, as well as a strategy to</p>	
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<p>4. Community Engagements and Presentations</p>	<p>continue to translate the district’s meetings, including the non-traditional media markets through small businesses and media in the Coachella Valley.</p> <p>Director Rogers suggested a database of nonprofit organizations in the Valley and sending an annual report to stakeholders related to the district's goals for funding.</p> <p>Director Shorr recommended television programming for community affairs to interview grantees, as well as incorporation into the Spanish language community.</p> <p>President De Lara is looking forward to strengthening the district’s brand through the strategic plan goals, webcasts, and standing out in the community.</p> <p>Dr. Bárzaga, CEO, outlined his community engagements explaining his time off during the month of January further detailing the City of Palm Springs Human Rights Commission award to the district.</p> <p>There is a vacancy in the organization of the Special Programs and Projects Manager that will be filled with modifications to better adopt the position to the strategic goals.</p>	
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<p>I. Desert Regional Medical Center CEO Report</p>	<p>Michelle Finney, CEO, Desert Care Network (DCN), Desert Regional Medical Center (DRMC), provided an overview of updates explaining that the hospital is stable related to COVID, and applauding the district for their work. DRMC has twenty-eight (28) positive COVID cases, JFK Memorial Medical hospital has eight (8) positive admissions, which are unvaccinated individuals, similar to individuals in the ICU. Currently, there are a limited amount of Influenza A cases with only six (6).</p> <p>JFK underwent the joint commission survey to evaluate compliance with Center for Medicare and Medicaid Services (CMS), and the Joint Commission standards performing exceedingly well with no condition level findings. DRMC's trauma survey had no high-level findings and a written report forthcoming in several weeks. All computerized tomography (CT) installations are on schedule at JFK and DRMC. The robotic services is upgraded, and the JFK trauma program is progressing with additional resources to care for the trauma patients. DRMC's advance trauma life support has commenced its classes and certification to others for completion.</p> <p>Mrs. Finney described the holiday events with staff,</p>	
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	<p>including sponsored events, giveaways, gifts for employees with financial hardships, and senior gift baskets for residents in assisted living facilities.</p> <p>The DCN blood drives are ongoing with a calendar of information for health fairs.</p> <p>Resident interviews are underway with seventy-six (76) residents for training and a new program approved by the Accreditation Council for Graduate Medical Education (ACGME) for 2022, a critical care surgical program.</p> <p>DCN is taking action to support full compliance with the January 2022 No Surprises Act for uninsured patients to receive a good faith estimate for care and provisions for protections for out-of-network providers similar to an in-network institution.</p>	
<p>J. Desert Regional Medical Center Governing Board</p>	<p>Director Rogers described the most recent governing board meeting with the surveys that Mrs. Finney described, explaining the accreditation standards as it relates the hospital lease agreement licensures. The Comprehensive Cancer Center activities were described with a one-hundred percent patient satisfaction profile. The Chief of Staff provided a report on new appointments to the medical staff, including reappointments, ancillary staff</p>	

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	<p>updates, and peer reviews. The residency programs seventy-six residence have various specialties, and additional information was provided concerning preventing staff burnout and supporting the workforce at DRMC.</p>	
<p>K. Committee Meetings –</p> <p>K.1. Finance, Legal, Administration & Real Estate</p> <ol style="list-style-type: none"> 1. Draft Meeting Minutes – December 07, 2021 2. Chief Administrative Officers Report 3. Las Palmas Medical Plaza Leasing Update 	<p>President De Lara inquired with the board concerning any questions of the December 07, F&A Committee meeting minutes.</p> <p>Director Shorr provided a brief overview of the meeting highlighting the Guidehouse agreement and a recommendation to forward back to the ad hoc committee for an RFP.</p> <p>Vice-President Borja explained that the Guidehouse service agreement agency that is selected should have Spanish speakers’ access to the Purepecha language when moving forward with the RFP process as it relates to the Eastern Coachella Valley.</p> <p>Director Zendle expressed the importance of the directors to review the 2017 Marketing Analysis, which may need updating, but the placement of hospitals has not changed and ensure the directors</p>	

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<p>K.2. Program Committee</p> <ol style="list-style-type: none"> 1. Draft Meeting Minutes – December 07, 2021 2. Funding Requests 3. Grant Payment Schedule 4. Progress and Final Reports 	<p>collectively determine if an update is necessary.</p> <p>President De Lara inquired with the board concerning any questions of the December 07, Program Committee meeting minutes.</p>	
<p>L. Legal</p>	<p>Jeff Scott, Legal Counsel, wished everyone a Merry Christmas and a Happy New Year.</p>	
<p>M. Immediate Issues and Comments</p>	<p>President De Lara explained that it is her honor and pleasure to serve as President, thanking everyone for their support, that she is positive the President-elect will perform a great job, and she will support her in any way possible.</p>	
<p>N. Adjournment</p>	<p>President De Lara adjourned the meeting at 7:05 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

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

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

DESERT HEALTHCARE DISTRICT
NOVEMBER / DECEMBER 2021 FINANCIAL STATEMENTS
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Year to Date Variance Analysis
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**DESERT HEALTHCARE DISTRICT
YEAR TO DATE VARIANCE ANALYSIS
ACTUAL VS BUDGET
SIX MONTHS ENDED DECEMBER 31, 2021**

Scope: \$25,000 Variance per Statement of Operations Summary				
Account	YTD		Over(Under)	Explanation
	Actual	Budget	Budget	
	4000 - Income	\$ 1,423,040	\$ 1,506,725	
5000 - Direct Expenses	\$ 500,998	\$ 748,362	\$ (247,364)	Lower wage related expenses \$132k due to open positions; lower education expense \$40k; lower board expenses \$36k; lower health insurance expense \$30k; lower workers comp expense \$5k; lower retirement expense \$4k
6000-General & Admin Expense	\$ 238,753	\$ 287,172	\$ (48,419)	Lower depreciation expense \$31k; higher bank and investment fees expense \$23k; lower supplies expense \$9k; lower travel expense \$6k; lower computer services expense \$6k; lower personnel expense \$6k; lower dues and membership expense \$5k; lower staff mileage reimbursement expense \$4k; lower various \$4k
6500 - Professional Fees Expense	\$ 340,650	\$ 623,400	\$ (282,750)	Lower Professional Services expense \$174k; lower legal expense \$68k; lower PR/Communications expense \$41k
7000 - Grants Expense	\$ 8,095	\$ 2,029,998	\$ (2,021,903)	Budget of \$4 Million for fiscal year is amortized straight-line over 12-month fiscal year. As of December 31, 2021, there is \$4 million remaining in the fiscal year grant budget as well as \$1,550,779 from FY21.

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

	MONTH			MONTH			TOTAL		
	Nov 21	Budget	\$ Over Budget	Dec 21	Budget	\$ Over Budget	Jul - Dec 21	Budget	\$ Over Budget
Income									
4000 · Income	235,775	37,867	197,908	1,270,202	1,244,512	25,690	1,423,040	1,506,725	(83,685)
4500 · LPMP Income	105,332	106,370	(1,038)	105,592	106,370	(778)	632,585	638,220	(5,635)
4501 · Miscellaneous Income	750	750	0	750	750	0	4,500	4,500	0
Total Income	341,857	144,987	196,870	1,376,544	1,351,632	24,912	2,060,125	2,149,445	(89,320)
Expense									
5000 · Direct Expenses	109,376	118,477	(9,101)	89,950	118,477	(28,527)	500,998	748,362	(247,364)
6000 · General & Administrative Exp	37,629	47,862	(10,233)	40,997	47,862	(6,865)	238,753	287,172	(48,419)
6325 · CEO Discretionary Fund	0	2,083	(2,083)	0	2,083	(2,083)	0	12,498	(12,498)
6445 · LPMP Expenses	78,168	85,772	(7,604)	74,857	85,772	(10,915)	501,278	514,632	(13,354)
6500 · Professional Fees Expense	256,220	103,900	152,320	9,161	103,900	(94,739)	340,650	623,400	(282,750)
6600 · Mobile Medical Unit	0	3,125	(3,125)	0	3,125	(3,125)	0	18,750	(18,750)
6700 · Trust Expenses	10,033	8,792	1,241	7,958	8,792	(834)	63,342	52,752	10,590
Total Expense	491,426	370,011	121,415	222,923	370,011	(147,088)	1,645,018	2,257,574	(612,556)
7000 · Grants Expense	(842)	338,333	(339,175)	0	338,333	(338,333)	8,095	2,029,998	(2,021,903)
Net Income	(148,727)	(563,357)	414,630	1,153,621	643,288	510,333	407,012	(2,138,127)	2,545,139

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

	MONTH			MONTH			TOTAL		
	Nov 21	Budget	\$ Over Budget	Dec 21	Budget	\$ Over Budget	Jul - Dec 21	Budget	\$ Over Budget
Income									
4000 · Income									
4010 · Property Tax Revenues	181,286	29,252	152,034	1,337,681	1,235,897	101,784	1,556,502	1,455,287	101,215
4200 · Interest Income									
4220 · Interest Income (FRF)	121,347	80,907	40,440	76,031	80,907	(4,876)	448,916	485,442	(36,526)
9999-1 · Unrealized gain(loss) on invest	(73,544)	(79,167)	5,623	(147,510)	(79,167)	(68,343)	(612,383)	(475,002)	(137,381)
Total 4200 · Interest Income	47,803	1,740	46,063	(71,479)	1,740	(73,219)	(163,467)	10,440	(173,907)
4300 · DHC Recoveries	2,000	1,875	125	4,000	1,875	2,125	13,636	10,998	2,638
4400 · Grant Income	4,686	5,000	(314)	0	5,000	(5,000)	16,369	30,000	(13,631)
Total 4000 · Income	235,775	37,867	197,908	1,270,202	1,244,512	25,690	1,423,040	1,506,725	(83,685)
4500 · LPMP Income	105,332	106,370	(1,038)	105,592	106,370	(778)	632,585	638,220	(5,635)
4501 · Miscellaneous Income	750	750	0	750	750	0	4,500	4,500	0
Total Income	341,857	144,987	196,870	1,376,544	1,351,632	24,912	2,060,125	2,149,445	(89,320)
Expense									
5000 · Direct Expenses									
5100 · Administration Expense									
5110 · Wages Expense	84,629	113,108	(28,479)	81,057	113,108	(32,051)	546,312	716,148	(169,836)
5111 · Allocation to LPMP - Payroll	(5,470)	(5,470)	0	(5,470)	(5,470)	0	(32,820)	(32,820)	0
5112 · Vacation/Sick/Holiday Expense	20,447	10,833	9,614	12,435	10,833	1,602	72,569	64,998	7,571
5114 · Allocation to FOUNDATION	(5,593)	(31,823)	26,230	(26,577)	(31,823)	5,246	(159,462)	(190,938)	31,476
5115 · Allocation to NEOPB	(3,855)	(7,413)	3,558	0	(7,413)	7,413	(15,150)	(44,478)	29,328
5119 · Allocation to RSS/CVHIP-DHCF	(18,707)	(21,134)	2,427	(17,334)	(21,134)	3,800	(141,861)	(126,804)	(15,057)
5120 · Payroll Tax Expense	5,705	9,252	(3,547)	5,645	9,252	(3,607)	39,731	55,512	(15,781)
5130 · Health Insurance Expense									
5131 · Premiums Expense	14,895	17,658	(2,763)	14,922	17,658	(2,736)	88,393	105,948	(17,555)
5135 · Reimb./Co-Payments Expense	543	3,000	(2,457)	3,409	3,000	409	5,938	18,000	(12,062)
Total 5130 · Health Insurance Expense	15,438	20,658	(5,220)	18,331	20,658	(2,327)	94,331	123,948	(29,617)
5140 · Workers Comp. Expense	385	1,270	(885)	385	1,270	(885)	2,665	7,620	(4,955)
5145 · Retirement Plan Expense	8,142	8,994	(852)	8,080	8,994	(914)	49,837	53,964	(4,127)
5160 · Education Expense	225	7,250	(7,025)	10	7,250	(7,240)	3,604	43,500	(39,896)
Total 5100 · Administration Expense	101,346	105,525	(4,179)	76,562	105,525	(28,963)	459,756	670,650	(210,894)
5200 · Board Expenses									
5210 · Healthcare Benefits Expense	1,595	5,834	(4,239)	10,998	5,834	5,164	17,779	35,004	(17,225)
5230 · Meeting Expense	1,510	1,667	(157)	300	1,667	(1,367)	6,786	10,002	(3,216)
5235 · Director Stipend Expense	4,200	4,410	(210)	1,890	4,410	(2,520)	13,440	26,460	(13,020)
5240 · Catering Expense	725	833	(108)	200	833	(633)	3,237	4,998	(1,761)
5250 · Mileage Reimbursement Expense	0	208	(208)	0	208	(208)	0	1,248	(1,248)
Total 5200 · Board Expenses	8,030	12,952	(4,922)	13,388	12,952	436	41,242	77,712	(36,470)
Total 5000 · Direct Expenses	109,376	118,477	(9,101)	89,950	118,477	(28,527)	500,998	748,362	(247,364)

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

	MONTH			MONTH			TOTAL		
	Nov 21	Budget	\$ Over Budget	Dec 21	Budget	\$ Over Budget	Jul - Dec 21	Budget	\$ Over Budget
6000 · General & Administrative Exp									
6110 · Payroll fees Expense	181	208	(27)	176	208	(32)	1,039	1,248	(209)
6120 · Bank and Investment Fees Exp	5,702	4,500	1,202	5,705	4,500	1,205	50,278	27,000	23,278
6125 · Depreciation Expense	1,011	6,167	(5,156)	1,011	6,167	(5,156)	6,066	37,002	(30,936)
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	15,072	15,072	0	90,432	90,432	0
6130 · Dues and Membership Expense	2,139	3,737	(1,598)	1,665	3,737	(2,072)	17,109	22,422	(5,313)
6200 · Insurance Expense	3,105	2,667	438	2,855	2,667	188	17,380	16,002	1,378
6300 · Minor Equipment Expense	0	42	(42)	0	42	(42)	0	252	(252)
6305 · Auto Allowance & Mileage Exp	462	500	(38)	462	500	(38)	3,002	3,000	2
6306 · Staff- Auto Mileage reimb	123	625	(502)	0	625	(625)	247	3,750	(3,503)
6309 · Personnel Expense	0	1,167	(1,167)	1,308	1,167	141	1,308	7,002	(5,694)
6310 · Miscellaneous Expense	0	42	(42)	0	42	(42)	0	252	(252)
6311 · Cell Phone Expense	539	776	(237)	539	776	(237)	3,263	4,656	(1,393)
6312 · Wellness Park Expenses	0	83	(83)	0	83	(83)	0	498	(498)
6315 · Security Monitoring Expense	0	50	(50)	33	50	(17)	249	300	(51)
6340 · Postage Expense	0	417	(417)	39	417	(378)	936	2,502	(1,566)
6350 · Copier Rental/Fees Expense	377	500	(123)	377	500	(123)	2,398	3,000	(602)
6351 · Travel Expense	3,329	1,667	1,662	0	1,667	(1,667)	4,297	10,002	(5,705)
6352 · Meals & Entertainment Exp	945	875	70	2,383	875	1,508	4,531	5,250	(719)
6355 · Computer Services Expense	1,190	3,875	(2,685)	6,720	3,875	2,845	17,204	23,250	(6,046)
6360 · Supplies Expense	948	2,167	(1,219)	470	2,167	(1,697)	4,350	13,002	(8,652)
6380 · LAFCO Assessment Expense	182	208	(26)	182	208	(26)	1,092	1,248	(156)
6400 · East Valley Office	2,324	2,517	(193)	2,000	2,517	(517)	13,572	15,102	(1,530)
Total 6000 · General & Administrative Exp	37,629	47,862	(10,233)	40,997	47,862	(6,865)	238,753	287,172	(48,419)
6325 · CEO Discretionary Fund	0	2,083	(2,083)	0	2,083	(2,083)	0	12,498	(12,498)
6445 · LPMP Expenses	78,168	85,772	(7,604)	74,857	85,772	(10,915)	501,278	514,632	(13,354)
6500 · Professional Fees Expense									
6516 · Professional Services Expense	242,638	77,483	165,155	7,326	77,483	(70,157)	290,822	464,898	(174,076)
6520 · Annual Audit Fee Expense	1,375	1,375	0	1,375	1,375	0	8,250	8,250	0
6530 · PR/Communications/Website	3,882	8,042	(4,160)	460	8,042	(7,582)	7,097	48,252	(41,155)
6560 · Legal Expense	8,325	17,000	(8,675)	0	17,000	(17,000)	34,481	102,000	(67,519)
Total 6500 · Professional Fees Expense	256,220	103,900	152,320	9,161	103,900	(94,739)	340,650	623,400	(282,750)
6600 · Mobile Medical Unit	0	3,125	(3,125)	0	3,125	(3,125)	0	18,750	(18,750)
6700 · Trust Expenses									
6720 · Pension Plans Expense									
6721 · Legal Expense	2,075	167	1,908	0	167	(167)	2,075	1,002	1,073
6725 · RPP Pension Expense	7,500	7,500	0	7,500	7,500	0	45,000	45,000	0
6728 · Pension Audit Fee Expense	458	1,125	(667)	458	1,125	(667)	16,267	6,750	9,517
Total 6700 · Trust Expenses	10,033	8,792	1,241	7,958	8,792	(834)	63,342	52,752	10,590
Total Expense Before Grants	491,426	370,011	121,415	222,923	370,011	(147,088)	1,645,018	2,257,574	(612,556)
7000 · Grants Expense									
7010 · Major Grant Awards Expense	(5,528)	333,333	(338,861)	0	333,333	(333,333)	(8,274)	1,999,998	(2,008,272)
7027 · Grant Exp - NEOPB	4,686	5,000	(314)	0	5,000	(5,000)	16,369	30,000	(13,631)
Total 7000 · Grants Expense	(842)	338,333	(339,175)	0	338,333	(338,333)	8,095	2,029,998	(2,021,903)
Net Income	(148,727)	(563,357)	414,630	1,153,621	643,288	510,333	407,012	(2,138,127)	2,545,139

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

	MONTH			MONTH			TOTAL		
	Nov 21	Budget	\$ Over Budget	Dec 21	Budget	\$ Over Budget	Jul - Dec 21	Budget	\$ Over Budget
Income									
4500 · LPMP Income									
4505 · Rental Income	74,757	75,162	(405)	75,017	75,162	(145)	448,035	450,972	(2,937)
4510 · CAM Income	30,575	31,125	(550)	30,575	31,125	(550)	184,550	186,750	(2,200)
4513 · Misc. Income	0	83	(83)	0	83	(83)	0	498	(498)
Total 4500 · LPMP Income	105,332	106,370	(1,038)	105,592	106,370	(778)	632,585	638,220	(5,635)
Expense									
6445 · LPMP Expenses									
6420 · Insurance Expense	3,114	2,917	197	3,114	2,917	197	18,684	17,502	1,182
6425 · Building - Depreciation Expense	19,986	21,462	(1,476)	19,986	21,462	(1,476)	123,186	128,772	(5,586)
6426 · Tenant Improvements -Dep Exp	17,033	16,667	366	17,033	16,667	366	102,198	100,002	2,196
6427 · HVAC Maintenance Expense	207	1,333	(1,126)	0	1,333	(1,333)	4,219	7,998	(3,779)
6428 · Roof Repairs Expense	0	208	(208)	0	208	(208)	0	1,248	(1,248)
6431 · Building -Interior Expense	0	833	(833)	0	833	(833)	0	4,998	(4,998)
6432 · Plumbing -Interior Expense	0	542	(542)	0	542	(542)	14,686	3,252	11,434
6433 · Plumbing -Exterior Expense	0	208	(208)	0	208	(208)	0	1,248	(1,248)
6434 · Allocation Internal Prop. Mgmt	5,470	5,470	0	5,470	5,470	0	32,820	32,820	0
6435 · Bank Charges	25	417	(392)	28	417	(389)	167	2,502	(2,335)
6437 · Utilities -Vacant Units Expense	137	183	(46)	274	183	91	4,107	1,098	3,009
6439 · Deferred Maintenance Repairs Ex	0	1,250	(1,250)	0	1,250	(1,250)	0	7,500	(7,500)
6440 · Professional Fees Expense	10,825	10,825	0	10,825	10,825	0	64,950	64,950	0
6441 · Legal Expense	0	83	(83)	0	83	(83)	0	498	(498)
6458 · Elevators - R & M Expense	236	1,000	(764)	1,692	1,000	692	5,698	6,000	(302)
6460 · Exterminating Service Expense	175	333	(158)	0	333	(333)	875	1,998	(1,123)
6463 · Landscaping Expense	0	1,000	(1,000)	0	1,000	(1,000)	7,294	6,000	1,294
6467 · Lighting Expense	0	500	(500)	0	500	(500)	0	3,000	(3,000)
6468 · General Maintenance Expense	0	83	(83)	0	83	(83)	0	498	(498)
6471 · Marketing-Advertising	0	1,000	(1,000)	0	1,000	(1,000)	7,395	6,000	1,395
6475 · Property Taxes Expense	6,250	6,250	0	6,250	6,250	0	37,500	37,500	0
6476 · Signage Expense	0	125	(125)	216	125	91	216	750	(534)
6480 · Rubbish Removal Medical Waste E	1,826	1,583	243	1,293	1,583	(290)	9,503	9,498	5
6481 · Rubbish Removal Expense	2,283	2,250	33	0	2,250	(2,250)	11,415	13,500	(2,085)
6482 · Utilities/Electricity/Exterior	501	625	(124)	568	625	(57)	3,684	3,750	(66)
6484 · Utilities - Water (Exterior)	826	625	201	942	625	317	5,542	3,750	1,792
6485 · Security Expenses	9,104	7,833	1,271	7,166	7,833	(667)	46,673	46,998	(325)
6490 · Miscellaneous Expense	170	167	3	0	167	(167)	466	1,002	(536)
6445 · LPMP Expenses	78,168	85,772	(7,604)	74,857	85,772	(10,915)	501,278	514,632	(13,354)
Net Income	27,164	20,598	6,566	30,735	20,598	10,137	131,307	123,588	7,719

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of December 31, 2021

			Dec 31, 21	Dec 31, 20
ASSETS				
Current Assets				
Checking/Savings				
		1000 · CHECKING CASH ACCOUNTS	2,060,778	2,571,563
		1100 · INVESTMENT ACCOUNTS	61,439,787	58,931,311
		Total Checking/Savings	63,500,565	61,502,874
		Total Accounts Receivable	147,150	66,241
Other Current Assets				
		1204.1 · Rent Receivable-Deferred COVID	126,525	186,436
		1270 · Prepaid Insurance -Ongoing	39,439	33,380
		1279 · Pre-Paid Fees	23,718	23,913
		1281 · NEOPB Receivable	11,915	9,214
		1295 · Property Tax Receivable	0	1,665,423
		Total Other Current Assets	201,597	1,918,366
		Total Current Assets	63,849,312	63,487,481
Fixed Assets				
		1300 · FIXED ASSETS	4,910,941	4,913,164
		1335-00 · ACC DEPR	(2,260,945)	(2,130,034)
		1400 · LPMP Assets	7,152,967	6,731,029
		Total Fixed Assets	9,802,963	9,514,159
Other Assets				
		1700 · OTHER ASSETS	3,950,220	2,909,152
TOTAL ASSETS			77,602,495	75,910,792

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of December 31, 2021

				Dec 31, 21	Dec 31, 20
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
2000 · Accounts Payable				22,263	17,013
2001 · LPMP Accounts Payable				32,817	7,683
Total Accounts Payable				55,080	24,696
Other Current Liabilities					
2002 · LPMP Property Taxes				116	25
2003 · Prepaid Rents				9,121	0
2131 · Grant Awards Payable				3,736,713	2,166,446
2133 · Accrued Accounts Payable				139,550	202,052
2141 · Accrued Vacation Time				82,444	69,743
2188 · Current Portion - LTD				7,402	7,402
2190 · Investment Fees Payable				15,000	24,562
Total Other Current Liabilities				3,990,346	2,470,230
Total Current Liabilities				4,045,426	2,494,926
Long Term Liabilities					
2170 · RPP - Pension Liability				0	4,649,254
2171 · RPP-Deferred Inflows-Resources				675,732	370,700
2280 · Long-Term Disability				16,281	28,809
2281 · Grants Payable - Long-term				4,990,000	6,660,000
2286 · Retirement BOD Medical Liabilit				0	62,021
2290 · LPMP Security Deposits				59,101	57,514
Total Long Term Liabilities				5,741,114	11,828,298
Total Liabilities				9,786,540	14,323,224
Equity					
3900 · *Retained Earnings				67,408,928	59,913,158
Net Income				407,012	1,674,412
Total Equity				67,815,940	61,587,570
TOTAL LIABILITIES & EQUITY				77,602,495	75,910,792

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of December 31, 2021

				Dec 31, 21	Dec 31, 20
ASSETS					
Current Assets					
Checking/Savings					
1000 - CHECKING CASH ACCOUNTS					
			1010 - Union Bank - Checking	1,741,749	2,472,292
			1046 - Las Palmas Medical Plaza	318,529	98,771
			1047 - Petty Cash	500	500
			Total 1000 - CHECKING CASH ACCOUNTS	2,060,778	2,571,563
1100 - INVESTMENT ACCOUNTS					
			1130 - Facility Replacement Fund	61,313,100	57,796,552
			1135 - Unrealized Gain(Loss) FRF	126,687	1,134,759
			Total 1100 - INVESTMENT ACCOUNTS	61,439,787	58,931,311
			Total Checking/Savings	63,500,565	61,502,874
Accounts Receivable					
			1201 - Accounts Receivable		
			1204 - LPMP Accounts Receivable	(17,171)	(8,409)
			1205 - Misc. Accounts Receivable	2,028	7,478
			1211 - A-R Foundation - Exp Allocation	162,293	67,172
			Total Accounts Receivable	147,150	66,241
Other Current Assets					
			1204.1 - Rent Receivable-Deferred COVID	126,525	186,436
			1270 - Prepaid Insurance -Ongoing	39,439	33,380
			1279 - Pre-Paid Fees	23,718	23,913
			1281 - NEOPB Receivable	11,915	9,214
			1295 - Property Tax Receivable	0	1,665,423
			Total Other Current Assets	201,597	1,918,366
			Total Current Assets	63,849,312	63,487,481
Fixed Assets					
1300 - FIXED ASSETS					
			1310 - Computer Equipment	80,487	94,034
			1315 - Computer Software	0	68,770
			1320 - Furniture and Fixtures	33,254	33,254
			1321 - Autos	59,500	0
			1322 - Tenant Improvement - RAP #G100	20,594	0
			1325 - Offsite Improvements	300,849	300,849
			1331 - DRMC - Parking lot	4,416,257	4,416,257
			Total 1300 - FIXED ASSETS	4,910,941	4,913,164

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of December 31, 2021

		Dec 31, 21	Dec 31, 20
	1335-00 · ACC DEPR		
	1335 · Accumulated Depreciation	(213,330)	(217,062)
	1336 · Acc. Software Depreciation	0	(68,770)
	1337 · Accum Deprec- Solar Parking Lot	(1,869,099)	(1,688,235)
	1338 · Accum Deprec - LPMP Parking Lot	(178,516)	(155,967)
	Total 1335-00 · ACC DEPR	(2,260,945)	(2,130,034)
	1400 · LPMP Assets		
	1401 · Building	8,705,680	8,705,680
	1402 · Land	2,165,300	2,165,300
	1403 · Tenant Improvements -New	2,210,926	2,187,796
	1404 · Tenant Improvements - CIP	129,550	129,550
	1406 · Building Improvements		
	1406.1 · LPMP-Replace Parking Lot	676,484	676,484
	1406.2 · Building Improvements-CIP	815,518	69,704
	1406 · Building Improvements - Other	1,582,543	1,559,534
	Total 1406 · Building Improvements	3,074,545	2,305,722
	1407 · Building Equipment Improvements	423,000	375,185
	1409 · Accumulated Depreciation		
	1410 · Accum. Depreciation	(7,755,832)	(7,526,837)
	1412 · T I Accumulated Dep.-New	(1,800,202)	(1,611,367)
	Total 1409 · Accumulated Depreciation	(9,556,034)	(9,138,204)
	Total 1400 · LPMP Assets	7,152,967	6,731,029
	Total Fixed Assets	9,802,963	9,514,159
	Other Assets		
	1700 · OTHER ASSETS		
	1731 · Wellness Park	1,693,800	1,693,800
	1740 · RPP-Deferred Outflows-Resources	494,388	1,204,238
	1741 · OPEB-Deferrred Outflows-Resourc	0	11,114
	1742 · RPP - Net Pension Asset	1,762,032	0
	Total Other Assets	3,950,220	2,909,152
	TOTAL ASSETS	77,602,495	75,910,792

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of December 31, 2021

				Dec 31, 21	Dec 31, 20
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
			2000 - Accounts Payable	22,263	17,013
			2001 - LPMP Accounts Payable	32,817	7,683
			Total Accounts Payable	55,080	24,696
Other Current Liabilities					
			2002 - LPMP Property Taxes	116	25
			2003 - Prepaid Rents	9,121	0
			2131 - Grant Awards Payable	3,736,713	2,166,446
			2133 - Accrued Accounts Payable	139,550	202,052
			2141 - Accrued Vacation Time	82,444	69,743
			2188 - Current Portion - LTD	7,402	7,402
			2190 - Investment Fees Payable	15,000	24,562
			Total Other Current Liabilities	3,990,346	2,470,230
			Total Current Liabilities	4,045,426	2,494,926
Long Term Liabilities					
			2170 - RPP - Pension Liability	0	4,649,254
			2171 - RPP-Deferred Inflows-Resources	675,732	370,700
			2280 - Long-Term Disability	16,281	28,809
			2281 - Grants Payable - Long-term	4,990,000	6,660,000
			2286 - Retirement BOD Medical Liabilit	0	62,021
			2290 - LPMP Security Deposits	59,101	57,514
			Total Long Term Liabilities	5,741,114	11,828,298
			Total Liabilities	9,786,540	14,323,224
Equity					
			3900 - *Retained Earnings	67,408,928	59,913,158
			Net Income	407,012	1,674,412
			Total Equity	67,815,940	61,587,570
TOTAL LIABILITIES & EQUITY				77,602,495	75,910,792

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

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
Calif. State University, San Bernardino-	0	528	0	0	0	528	
Desert Healthcare Foundation-	43,932	0	24,320	94,041	0	162,293	Due from Foundation
Laboratory Corporation of America	0	(5,013)	(2,108)	0	0	(7,121)	Prepaid
Quest Diagnostics Incorporated	0	(4,067)	(357)	0	0	(4,424)	Prepaid
Sovereign	0	750	750	0	0	1,500	Slow pay
Steven Gundry, M.D.	0	(5,625)	0	0	0	(5,625)	Prepaid
TOTAL	43,932	(13,427)	22,605	94,041	0	147,151	

Desert Healthcare District
Deposit Detail
November through December 2021

Type	Date	Name	Amount
Deposit	11/02/2021		2,000
		T-Mobile	(2,000)
TOTAL			(2,000)
Deposit	11/02/2021		181,286
		Riverside County Treasurer - Property Tax	(181,286)
TOTAL			(181,286)
Deposit	11/09/2021		3,886
		Riverside County Treasurer - CalFresh	(3,886)
TOTAL			(3,886)
Deposit	12/02/2021		4,454
		Riverside County Treasurer - CalFresh	(4,454)
TOTAL			(4,454)
Deposit	12/02/2021		2,000
		T-Mobile	(2,000)
TOTAL			(2,000)
Deposit	12/07/2021		750
Payment	12/07/2021	Sovereign	(750)
TOTAL			(750)
Deposit	12/15/2021		1,331,694
		Riverside County Treasurer - Property Tax	(1,331,694)
TOTAL			(1,331,694)

Desert Healthcare District
Deposit Detail
November through December 2021

Type	Date	Name	Amount
Deposit	12/27/2021		5,987
		Riverside County Treasurer - Property Tax	(5,987)
TOTAL			(5,987)
Deposit	12/29/2021		2,000
		T-Mobile	(2,000)
TOTAL			(2,000)
		TOTAL	1,534,057

DESERT HEALTHCARE DISTRICT										
PROPERTY TAX RECEIPTS FY 2021 - 2022										
RECEIPTS - SIX MONTHS ENDED DECEMBER 31, 2021										
	FY 2020-2021 Projected/Actual					FY 2021-2022 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance	Receipts %	Receipts \$	Act %	Actual Receipts	Variance
July	2.5%	\$ 154,934	0.0%	\$ -	\$ (154,934)	2.5%	\$ 182,825	2.2%	\$ 162,345	\$ (20,480)
Aug	1.6%	\$ 99,158	1.9%	\$ 149,547	\$ 50,390	1.6%	\$ 117,008	0.2%	\$ 11,529	\$ (105,479)
Sep	2.6%	\$ 161,131	0.0%	\$ -	\$ (161,131)	0.0%	\$ -	0.0%	\$ -	\$ -
Oct	0.0%	\$ -	2.1%	\$ 162,968	\$ 162,968	2.6%	\$ 190,138	0.0%	\$ 130	\$ (190,008)
Nov	0.4%	\$ 24,789	0.0%	\$ -	\$ (24,789)	0.4%	\$ 29,252	2.5%	\$ 181,286	\$ 152,034
Dec	16.9%	\$ 1,047,354	16.4%	\$ 1,279,429	\$ 232,075	16.9%	\$ 1,235,897	18.3%	\$ 1,337,681	\$ 101,784
Jan	31.9%	\$ 1,976,959	33.4%	\$ 2,596,795	\$ 619,836	31.9%	\$ 2,332,847	0.0%		
Feb	0.0%	\$ -	1.2%	\$ 94,294	\$ 94,294	0.0%	\$ -	0.0%		
Mar	0.3%	\$ 18,592	0.2%	\$ 18,789	\$ 196	0.3%	\$ 21,939	0.0%		
Apr	5.5%	\$ 340,855	5.4%	\$ 422,690	\$ 81,835	5.5%	\$ 402,215	0.0%		
May	19.9%	\$ 1,233,275	18.1%	\$ 1,411,155	\$ 177,880	19.9%	\$ 1,455,287	0.0%		
June	18.4%	\$ 1,140,315	21.2%	\$ 1,647,263	\$ 506,948	18.4%	\$ 1,345,592	0.0%		
Total	100%	\$ 6,197,363	100.0%	\$ 7,782,929	\$ 1,585,566	100.00%	\$ 7,313,000	23.2%	\$ 1,692,971	\$ (62,149)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
November through December 2021**

Type	Date	Name	Amount
Deposit	11/02/2021		15,701
Payment	11/02/2021	Desert Regional Medical Center	(5,580)
Payment	11/02/2021	EyeCare Services Partners Management LLC	(7,410)
Payment	11/02/2021	Hassan Bencheqroun, M.D.	(2,711)
TOTAL			(15,701)
Deposit	11/08/2021		14,553
Payment	11/04/2021	Cure Cardiovascular Consultants	(3,205)
Payment	11/04/2021	Aijaz Hashmi, M.D., Inc.	(3,037)
Payment	11/04/2021	Brad A. Wolfson, M.D.	(3,701)
Payment	11/04/2021	Cohen Musch Thomas Medical Group	(4,610)
TOTAL			(14,553)
Deposit	11/08/2021		7,051
Payment	11/08/2021	Palmtree Clinical Research	(7,051)
TOTAL			(7,051)
Deposit	11/09/2021		3,338
Payment	11/09/2021	Peter Jamieson, M.D.	(3,338)
TOTAL			(3,338)
Deposit	11/09/2021		3,423
Payment	11/09/2021	Ramy Awad, M.D.	(3,423)
TOTAL			(3,423)
Deposit	11/12/2021		6,277
Payment	11/12/2021	Derakhsh Fozouni, M.D.	(6,277)
TOTAL			(6,277)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
November through December 2021**

Type	Date	Name	Amount
Deposit	11/12/2021		3,753
Payment	11/12/2021	Desert Family Medical Center	(3,753)
TOTAL			(3,753)
Deposit	11/15/2021		53,043
Payment	11/15/2021	Pathway Pharmaceuticals, Inc.	(2,420)
Payment	11/15/2021	Steven Gundry, M.D.	(5,625)
Payment	11/15/2021	Desert Regional Medical Center	(5,580)
Payment	11/15/2021	Tenet HealthSystem Desert, Inc.	(33,048)
Payment	11/15/2021	Tenet HealthSystem Desert, Inc	(6,369)
TOTAL			(53,042)
Deposit	11/18/2021		306
Payment	11/18/2021	Desert Oasis Healthcare	(306)
TOTAL			(306)
Deposit	11/26/2021		4,067
Payment	11/26/2021	Quest Diagnostics Incorporated	(4,067)
TOTAL			(4,067)
Deposit	11/29/2021		10,639
Payment	11/29/2021	Steven Gundry, M.D.	(5,625)
Payment	11/29/2021	Laboratory Corporation of America	(5,013)
TOTAL			(10,638)
Deposit	12/02/2021		10,121
Payment	12/02/2021	EyeCare Services Partners Management LLC	(7,410)
Payment	12/02/2021	Hassan Bencheqroun, M.D.	(2,711)
TOTAL			(10,121)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
November through December 2021**

Type	Date	Name	Amount
Deposit	12/06/2021		60
Payment	12/06/2021	Hassan Bencheqroun, M.D.	(60)
TOTAL			(60)
Deposit	12/06/2021		9,943
Payment	12/02/2021	Cure Cardiovascular Consultants	(3,205)
Payment	12/02/2021	Aijaz Hashmi, M.D., Inc.	(3,037)
Payment	12/02/2021	Brad A. Wolfson, M.D.	(3,701)
TOTAL			(9,943)
Deposit	12/07/2021		3,338
Payment	12/07/2021	Peter Jamieson, M.D.	(3,338)
TOTAL			(3,338)
Deposit	12/08/2021		4,703
Payment	12/07/2021	Cohen Musch Thomas Medical Group	(4,703)
TOTAL			(4,703)
Deposit	12/15/2021		50,950
Payment	12/15/2021	Pathway Pharmaceuticals, Inc.	(2,420)
Payment	12/15/2021	Ramy Awad, M.D.	(3,423)
Payment	12/15/2021	Desert Regional Medical Center	(5,690)
Payment	12/15/2021	Tenet HealthSystem Desert, Inc.	(33,048)
Payment	12/15/2021	Tenet HealthSystem Desert, Inc	(6,369)
TOTAL			(50,950)
Deposit	12/15/2021		13,328
Payment	12/15/2021	Derakhsh Fozouni, M.D.	(6,277)
Payment	12/15/2021	Palmtree Clinical Research	(7,051)
TOTAL			(13,328)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
November through December 2021**

Type	Date	Name	Amount
Deposit	12/16/2021		3,753
Payment	12/16/2021	Desert Family Medical Center	(3,753)
TOTAL			(3,753)
Deposit	12/21/2021		5,625
Payment	12/21/2021	Steven Gundry, M.D.	(5,625)
TOTAL			(5,625)
Deposit	12/21/2021		5,013
Payment	12/21/2021	Laboratory Corporation of America	(5,013)
TOTAL			(5,013)
Deposit	12/28/2021		4,067
Payment	12/28/2021	Quest Diagnostics Incorporated	(4,067)
TOTAL			(4,067)
		TOTAL	233,052

Desert Healthcare District
Check Register
November through December 2021

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1010 - Union Bank - Checking				
Bill Pmt -Check	11/03/2021	16679	Canyon Print & Signs	(631)
Bill Pmt -Check	11/03/2021	16680	Evet PerezGil - Stipend	(315)
Bill Pmt -Check	11/03/2021	16681	Leticia De Lara - Stipend	(1,365)
Bill Pmt -Check	11/03/2021	16682	Meghan Kane - Expense Reimbursement	(170)
Bill Pmt -Check	11/03/2021	16683	Shred-It	(104)
Bill Pmt -Check	11/03/2021	16684	So.Cal Computer Shop	(810)
Bill Pmt -Check	11/03/2021	ACH 110321	Law Offices of Scott & Jackson	(7,673)
Bill Pmt -Check	11/03/2021	16685	Vanessa Smith - Expense Reimbursement	(109)
Bill Pmt -Check	11/03/2021	16686	Verizon Wireless	(719)
Check	11/05/2021	Auto Pay	Calif. Public Employees' Retirement System	(12,363)
Bill Pmt -Check	11/10/2021	16687	Association of Fundraising Professionals	(335)
Bill Pmt -Check	11/10/2021	16688	First Bankcard (Union Bank)	(495)
Bill Pmt -Check	11/10/2021	16689	Rogers, Carole - Stipend	(525)
Bill Pmt -Check	11/10/2021	16690	Staples Credit Plan	(145)
Bill Pmt -Check	11/10/2021	16691	Arthur Shorr - Stipend	(420)
Bill Pmt -Check	11/10/2021	16692	First Bankcard (Union Bank)	(2,688)
Bill Pmt -Check	11/10/2021	16693	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	11/10/2021	16694	State Compensation Insurance Fund	(385)
Bill Pmt -Check	11/10/2021	16695	Time Warner Cable	(250)
Bill Pmt -Check	11/10/2021	16696	Xerox Financial Services	(377)
Bill Pmt -Check	11/10/2021	16697	Davis Wright Tremaine LLP	(556)
Liability Check	11/12/2021		QuickBooks Payroll Service	(46,369)
Bill Pmt -Check	11/15/2021	16698	Del Valle Informador Inc	(460)
Bill Pmt -Check	11/15/2021	16699	The Desert Sun	(2,760)
Bill Pmt -Check	11/15/2021	16700	Veralon	(10,114)
Bill Pmt -Check	11/18/2021	16701	Alejandro Espinoza - Expense Reimbursement	(73)
Bill Pmt -Check	11/18/2021	16702	Palms to Pines Printing	(440)
Bill Pmt -Check	11/18/2021	16703	Principal Life Insurance Co.	(1,811)
Bill Pmt -Check	11/18/2021	16704	Regional Access Project Foundation	(165)
Bill Pmt -Check	11/18/2021	16705	Vanessa Smith - Expense Reimbursement	(250)
Bill Pmt -Check	11/18/2021	16706	SDRMA	(250)
Liability Check	11/26/2021		QuickBooks Payroll Service	(50,906)
Check	11/26/2021		Bank Service Charge	(697)
Bill Pmt -Check	11/29/2021	16707	CoPower Employers' Benefits Alliance	(1,719)
Bill Pmt -Check	11/29/2021	16708	Donna Den Bleyker - Expense Reimbursement	(230)
Bill Pmt -Check	11/29/2021	16709	Regional Access Project Foundation	(2,000)
Bill Pmt -Check	11/29/2021	16710	Ready Refresh	(50)

Desert Healthcare District
Check Register
November through December 2021

Type	Date	Num	Name	Amount
Bill Pmt -Check	12/02/2021	16711	Alejandro Espinoza - Expense Reimbursement	(1,520)
Bill Pmt -Check	12/02/2021	16712	Shred-It	(208)
Bill Pmt -Check	12/02/2021	16713	Verizon Wireless	(662)
Check	12/06/2021	Auto Pay	Calif. Public Employees'Retirement System	(12,363)
Liability Check	12/08/2021		QuickBooks Payroll Service	(1,715)
Bill Pmt -Check	12/08/2021	16715	Dale Barnhart	(450)
Bill Pmt -Check	12/08/2021	16716	Leticia De Lara - Stipend	(630)
Bill Pmt -Check	12/08/2021	16717	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	12/08/2021	16718	Rauch Communication Consultants	(1,715)
Bill Pmt -Check	12/08/2021	16719	So.Cal Computer Shop	(810)
Bill Pmt -Check	12/08/2021	16720	Underground Service Alert of Southern Cal	(2)
Bill Pmt -Check	12/08/2021	16721	Carmina Zavala - Stipend and Expense Reimbursement	(2,172)
Bill Pmt -Check	12/08/2021	16722	Galilee Center - Grant Payment	(67,500)
Bill Pmt -Check	12/08/2021	16723	KaufmanHall	(77,650)
Bill Pmt -Check	12/08/2021	16724	Lift To Rise - Grant Payment	(90,000)
Bill Pmt -Check	12/08/2021	16725	OneFuture Coachella Valley - Grant Payment	(70,000)
Bill Pmt -Check	12/08/2021	16726	Staples Credit Plan	(149)
Bill Pmt -Check	12/08/2021	16727	State Compensation Insurance Fund	(385)
Bill Pmt -Check	12/08/2021	16728	Xerox Financial Services	(377)
Bill Pmt -Check	12/08/2021	16729	First Bankcard (Union Bank)	(254)
Bill Pmt -Check	12/08/2021	16730	First Bankcard (Union Bank)	(596)
Bill Pmt -Check	12/08/2021	16731	Image Source	(299)
Bill Pmt -Check	12/09/2021	16732	Clear Impact	(319)
Bill Pmt -Check	12/09/2021	16733	KaufmanHall	(155,300)
Liability Check	12/10/2021		QuickBooks Payroll Service	(45,827)
Bill Pmt -Check	12/13/2021	ACH 121321	Law Offices of Scott & Jackson	(8,325)
Bill Pmt -Check	12/15/2021	16734	Davis Wright Tremaine LLP	(1,519)
Bill Pmt -Check	12/15/2021	16735	Del Valle Informador Inc	(460)
Bill Pmt -Check	12/15/2021	16736	Evet PerezGil - Stipend	(420)
Bill Pmt -Check	12/15/2021	16737	Regional Access Project Foundation	(159)
Bill Pmt -Check	12/15/2021	16738	The Desert Sun	(662)
Bill Pmt -Check	12/15/2021	16739	Time Warner Cable	(250)
Bill Pmt -Check	12/15/2021	16740	Veralon	(2,799)
Bill Pmt -Check	12/15/2021	16741	Zendle, Les - Stipend	(630)
Bill Pmt -Check	12/15/2021	16742	CoPower Employers' Benefits Alliance	(1,719)
Bill Pmt -Check	12/21/2021	16743	Coachella Valley Volunteers in Medicine - Grant Payment	(69,342)
Bill Pmt -Check	12/21/2021	16744	Principal Life Insurance Co.	(1,839)
Bill Pmt -Check	12/21/2021	16745	Rogers, Carole - Stipend	(630)
Bill Pmt -Check	12/22/2021	16746	Regional Access Project Foundation	(2,000)

Desert Healthcare District
Check Register
November through December 2021

Type	Date	Num	Name	Amount
Liability Check	12/27/2021		QuickBooks Payroll Service	(45,887)
Check	12/27/2021		Bank Service Charge	(701)
TOTAL				(817,974)

Desert Healthcare District

Details for Credit Card Expenditures

Credit card purchases - October 2021 - Paid November 2021

Number of credit cards held by District personnel -2										
Credit Card Limit - \$25,000 - Conrado, \$20,000 - Chris										
Credit Card Holders:										
Conrado Bárzaga - Chief Executive Officer										
Chris Christensen - Chief Administration Officer										
Routine types of charges:										
Office Supplies, Dues for membership, Computer Supplies, Meals, Travel including airlines and Hotels, Catering, Supplies for BOD meetings, CEO Discretionary for small grant & gift items										
Statement										
		Month		Total		Expense				
Year		Charged		Charges		Type	Amount	Purpose	Description	Participants
				\$ 3,666.20						
Chris' Statement:										
	2021	October		\$ 3,171.20		District				
						GL	Dollar	Descr		
						6355	\$ 26.62	Premiere Global Services		
						6360	\$ 146.26	Zoom Videoconference/Webinar Expense		
						5230	\$ 1,060.05	UCR Palm Desert Facility Rental for Strategic Plan		
						6130	\$ 39.95	Stanford Social Innovation Review Annual Subscription		
						6351	\$ 949.16	Hotel for APHA Conference - Donna		
						6351	\$ 949.16	Hotel for APHA Conference - Meghan		
							\$ 3,171.20	*Utilized credit of \$482.71 from September statement		
Conrado's Statement:										
	2021	October		\$ 495.00		District				
						GL	Dollar	Descr		
						5160	\$ 225.00	California Economic Summit - Conrado		
						5240	\$ 25.00	Uber Eats - 10/26/21 Board Meeting Food		
						5240	\$ 225.00	Grubhub - 10/26/21 Board Meeting Food		
						6351	\$ 20.00	CarRental		
							\$ 495.00			

Desert Healthcare District

Details for Credit Card Expenditures

Credit card purchases - November 2021 - Paid December 2021

Number of credit cards held by District personnel -2									
Credit Card Limit - \$25,000 - Conrado, \$20,000 - Chris									
Credit Card Holders:									
Conrado Bárzaga - Chief Executive Officer									
Chris Christensen - Chief Administration Officer									
Routine types of charges:									
Office Supplies, Dues for membership, Computer Supplies, Meals, Travel including airlines and Hotels, Catering, Supplies for BOD meetings, CEO Discretionary for small grant & gift items									
Statement									
Year	Month	Total Charges	Expense Type	Amount	Purpose	Description	Participants		
		\$ 850.02							
Chris' Statement:									
2021	November	\$ 596.26	District						
			GL	Dollar	Description				
			5230	\$ 450.00	Desert Jam Well In The Desert Benefit - Director Rogers +1, Director PerezGil				
			6360	\$ 146.26	Zoom Videoconference/Webinar Expense				
				\$ 596.26					
Conrado's Statement:									
2021	November	\$ 253.76	District						
			GL	Dollar	Description				
			6516	\$ (925.31)	Credit applied for Renaissance reservation for Noche De Estrellas (To be transferred to Foundation)				
			5240	\$ 25.00	Uber Eats - 11/08/21 Board Meeting Food				
			6130	\$ 99.00	Desert Sun Annual Subscription				
			5240	\$ 225.00	Grubhub - 11/08/21 Board Meeting Food				
			6352	\$ 103.78	The Venue Sushi Bar Meeting - Conrado, Dr. Maria Garcia (President, College of the Desert)				
			6352	\$ 131.28	Harry & David Gift Basket for CEO and CFO of Eisenhower Health				
			6352	\$ 298.78	Pacifica Seafood Meeting - Conrado, Alejandro, Melinda Cordero-Barzaga (Associate Director, Vision Y Compromiso), Bea Gonzalez (District Coordinator, CVUSD)				
			6352	\$ 71.23	Lulu California Bistro Meeting - Conrado, Director Zendle				
			5240	\$ 25.00	Uber Eats - 11/23/21 Board Meeting Food				
			5240	\$ 200.00	Grubhub - 11/23/21 Board Meeting Food				
				\$253.76					

**Las Palmas Medical Plaza
Check Register - LPMP
November through December 2021**

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1046 - Las Palmas Medical Plaza				
Bill Pmt -Check	11/03/2021	10452	Desert Water Agency	(896)
Bill Pmt -Check	11/03/2021	10453	Imperial Security	(1,785)
Bill Pmt -Check	11/03/2021	10454	INPRO-EMS Construction	(79,650)
Bill Pmt -Check	11/03/2021	10455	Palm Springs Disposal Services Inc	(2,283)
Bill Pmt -Check	11/03/2021	10456	Stericycle, Inc.	(1,613)
Bill Pmt -Check	11/10/2021	10457	Frazier Pest Control, Inc.	(175)
Bill Pmt -Check	11/10/2021	10458	Imperial Security	(1,785)
Bill Pmt -Check	11/10/2021	10459	Matthew Jennings Riverside Co. Treasurer	(37,384)
Bill Pmt -Check	11/15/2021	10460	County of Riverside-Dept of Env. Health	(532)
Bill Pmt -Check	11/15/2021	10461	Imperial Security	(1,785)
Bill Pmt -Check	11/18/2021	10462	Frontier Communications	(236)
Bill Pmt -Check	11/18/2021	10463	Locks Around The Clock	(170)
Bill Pmt -Check	11/29/2021	10464	Comtron Systems, Inc.	(985)
Bill Pmt -Check	11/29/2021	10465	Desert Air Conditioning Inc.	(207)
Bill Pmt -Check	11/29/2021	10466	Desert Water Agency	(826)
Bill Pmt -Check	11/29/2021	10467	Imperial Security	(1,785)
Bill Pmt -Check	11/29/2021	10468	INPRO-EMS Construction	(10,825)
Bill Pmt -Check	11/29/2021	10469	Southern California Edison	(944)
Check	11/30/2021		Bank Service Charge	(426)
Bill Pmt -Check	12/02/2021	10470	Imperial Security	(1,785)
Bill Pmt -Check	12/02/2021	10471	Stericycle, Inc.	(1,294)
Bill Pmt -Check	12/08/2021	10472	Palm Springs Disposal Services Inc	(2,283)
Bill Pmt -Check	12/08/2021	10473	INPRO-EMS Construction	(10,825)
Bill Pmt -Check	12/15/2021	10474	Frontier Communications	(236)
Bill Pmt -Check	12/15/2021	10475	Imperial Security	(3,749)
Bill Pmt -Check	12/15/2021	10476	Southern California Edison	(845)
Check	12/16/2021		Bank Service Charge	(432)
Bill Pmt -Check	12/21/2021	10477	Best Signs, Inc.	(216)
Bill Pmt -Check	12/21/2021	10478	Imperial Security	(1,785)
TOTAL				(167,742)



MEMORANDUM

DATE: January 11, 2022

TO: F&A Committee

RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>October</u>	<u>December</u>
Active – still employed by hospital	87	87
Vested – no longer employed by hospital	57	55
Former employees receiving annuity	<u>7</u>	<u>7</u>
Total	<u>151</u>	<u>149</u>

The outstanding liability for the RPP is approximately **\$3.5M** (Actives - \$2.2M and Vested - \$1.3M). US Bank investment account balance \$5.3M. Per the June 30, 2021, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.8M**.

The payouts, excluding monthly annuity payments, made from the Plan for the Six (6) months ended December 31, 2021, totaled **\$135K**. Monthly annuity payments (7 participants) total **\$1.0K** per month.

DESERT HEALTHCARE DISTRICT								
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE								
December 31, 2021								
TWELVE MONTHS ENDING JUNE 30, 2022								
Grant ID Nos.	Name	Approved Grants - Prior Yrs	6/30/2021 Bal Fwd	Current Yr 2021-2022	Total Paid Prior Yrs July-June	Total Paid Current Yr July-June	Open BALANCE	
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 6,660,000		\$ -		\$ 6,660,000	
2019-994-BOD-05-28-19	One Future Coachella Valley - Mental Health College & Career Pathway Development - 2 Yr	\$ 700,000	\$ 148,750		\$ 148,750		\$ -	
2020-1085-BOD-05-26-20	Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr	\$ 50,000	\$ 5,000		\$ 5,000		\$ -	
2020-1057-BOD-05-26-20	Desert Cancer Foundation - Patient Assistance Program - 1 Yr	\$ 150,000	\$ 15,000		\$ 15,000		\$ -	
2020-1139-BOD-09-22-20	CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr	\$ 50,000	\$ 5,000		\$ (528)		\$ 5,528	
	Unexpended funds Grant #1139						\$ (5,528)	
2020-1135-BOD-11-24-20	Hope Through Housing Foundation - Family Resilience - 1 Yr	\$ 20,000	\$ 2,000		\$ -		\$ 2,000	
2020-1149-BOD-12-15-20	Voices for Children - Court Appointed Special Advocate Program - 1 Yr	\$ 40,000	\$ 22,000		\$ 18,000		\$ 4,000	
2021-1136-BOD-01-26-21	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr	\$ 119,432	\$ 65,688		\$ 53,744		\$ 11,944	
2021-1147-BOD-01-26-21	Alzheimer's Association - Critical Program Support - 1 Yr	\$ 33,264	\$ 18,295		\$ 14,969		\$ 3,326	
2021-1162-BOD-01-26-21	Joslyn Center - Wellness Center Program Support - 1 Yr	\$ 109,130	\$ 60,022		\$ 49,108		\$ 10,914	
2021-1170-BOD-02-23-21	Jewish Family Services - Mental Health Counseling for Underserved Residents - 1 yr	\$ 80,000	\$ 44,000		\$ 36,000		\$ 8,000	
2021-1141-BOD-03-23-21	Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr	\$ 210,905	\$ 115,998		\$ -		\$ 115,998	
2021-1171-BOD-03-23-21	Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months	\$ 150,000	\$ 82,500		\$ 67,500		\$ 15,000	
2021-1174-BOD-03-23-21	Mizell Center - Geriatric Case Management Program	\$ 100,000	\$ 55,000		\$ 45,000		\$ 10,000	
2021-1266-BOD-04-27-21	Galilee Center - Our Lady of Guadalupe Shelter - 1 yr	\$ 150,000	\$ 82,500		\$ 67,500		\$ 15,000	
2021-1277-BOD-04-27-21	Lift To Rise - United Lift Rental Assistance 2021 - 8 Months	\$ 300,000	\$ 210,000		\$ 180,000		\$ 30,000	
2021-1280-BOD-05-25-21	Desert AIDS Project - DAP Health Expands Access to Healthcare - 1yr	\$ 100,000	\$ 55,000		\$ -		\$ 55,000	
2021-21-02-BOD-06-22-21	Carry over of remaining Fiscal Year 2020/2021 Funds*	\$ 1,854,873	\$ 1,854,873		\$ 304,094		\$ 1,550,779	
2021-1296-BOD-11-23-21	Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1yr			\$ 154,094		\$ 69,342	\$ 84,752	
2021-1289-BOD-12-21-21	Desert Cancer Foundation - Patient Assistance Program - 1 Yr			\$ 150,000		\$ -	\$ 150,000	
							\$ -	
TOTAL GRANTS		\$ 14,217,604	\$ 9,501,626	\$ 304,094	\$ 1,004,137	\$ 69,342	\$ 8,726,713	
Amts available/remaining for Grant/Programs - FY 2021-22:								
Amount budgeted 2021-2022			\$ 4,000,000				G/L Balance:	12/31/2021
Amount granted through December 31, 2021:			\$ (304,094)				2131	\$ 3,736,713
Mini Grants:	1293; 1294		\$ (10,000)				2281	\$ 4,990,000
Financial Audits of Non-Profits			\$ -					
Net adj - Grants not used:	FY20-21 Funds, 1124, 1139		\$ 1,873,147				Total	\$ 8,726,713
Matching external grant contributions			\$ -					\$ (0)
Balance available for Grants/Programs			\$ 5,559,053					

* Value listed in Total Paid column reflects funds granted from carryover funds. Actual grant payments will be reflected under the respective grant.



Date: 1/25/2022

To: Board of Directors

Subject: Grant # 1301 Regents Of The University Of California At Riverside

Grant Request:

Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic

Amount Requested: \$113,514.00

Project Period: 2/1/2022 to 1/31/2023

Project Description and Use of District Funds:

This project implements community health interventions to mitigate psychological trauma in three immigrant communities in the ECV: migrant Latinx farmworkers, the Purépecha (indigenous group from Michoacán, Mexico), and recently relocated Oasis mobile home park residents.

This project builds on an existing project, STOP COVID-19 CA, to implement restorative circles—culturally sensitive community-based group sessions facilitated by mental health professionals and promotores (community health workers)—to build capacity to address community mental health disparities in diverse communities in the ECV. The project will: 1) Build capacity of community health workers (promotores) and medical students in community mental health by training them in psychological first aid for immigrants, 2) Identify discussion topics for restorative circles, and 3) Implement and evaluate the effectiveness of restorative circles on community mental health.

The expected benefits to the community include the capacity of trusted members of the community (promotores) to help to address community mental health disparities in the ECV, mental health literacy, and awareness of community-based mental health interventions for collective healing. In addition, community members will have opportunities for referrals and will receive information about mental health services and resources available in their communities, as identified by Inland Empire Connect.

The District funds will be utilized to fund the training of medical students and promotores, the implementation and evaluation of the nine restorative circles that include participant incentives, and the direct connection to case management and mental health services of participants as needed.



Strategic Plan Alignment:

3.7 Collaborate/partner with community providers to enhance access to culturally-sensitive behavioral/mental health services

Geographic Area(s) Served:

Mecca; North Shore; Oasis; Thermal

Action by Program Committee: (Please select one)

- ✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$113,514.00 be approved.

Recommendation with modifications

Deny

Full Grant Application Summary

Regents Of The University Of California At Riverside, Grant #1301

About the Organization

Regents Of The University Of California At Riverside

245 University Office Building

For contracts: Ursula N Prins - UCR, 2898 Hidden Lake Lane, Suamico, WI 54313

For checks: University of CA, Riverside, Main Cashier's Office, 900 University Ave.,

Student Services, Bldg., Room 1111, Riverside, CA 92521

Riverside, California 92521-0217

Tel: 951-827-4588

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Primary Contact:

Ursula Prins

Tel: (951) 827-4968

ursula.prins@ucr.edu

Historical (approved Requests)

Grant Year	Project Title	Grant Amount	Type	Disposition Date	Fund
2011	A Partnership with Desert Healthcare District to Advance Health Care Access and Outcomes	\$3,584,983	Achievement Building	9/27/2011	Grant budget
2015	Mitigating the Health Effects of Mass Incarceration in the Desert Highland Gateway Community	\$900	Mini-Grant	3/8/2016	Grant budget
2016	UCR Care Street Medicine Clinic	\$70,899	Grant	9/27/2016	Grant budget
2019	COVID-19 Testing for Farm working Communities in the Eastern Coachella Valley	\$137,230	Grant	6/24/2020	
2021	Providing mental health resources to alleviate	\$5,000	Mini-Grant	9/28/2021	

	depression, anxiety, and alcohol abuse in the COVID-19 Pandemic				
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Program/Project Information

Project Title: Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic

Start Date: 2/1/2022 **End Date:** 1/31/2023

Term: 12 months

Total Project Budget: \$113,514

Requested Amount: \$113,514

Executive Summary:

This project implements community health interventions to mitigate psychological trauma in three immigrant communities in the ECV: migrant Latinx farmworkers, the Purépecha (indigenous group from Michoacán, Mexico), and recently relocated Oasis mobile home park residents. Our previous DHCD-funded work indicates the COVID-19 pandemic has heightened psychological trauma, which along with racism, informs testing and vaccination decisions contributing to mental health disparities in immigrant communities in the ECV (Gehlbach et al., 2021), an area characterized by a mental health professional shortage.

This project builds on an existing project, STOP COVID-19 CA, to implement restorative circles—culturally sensitive community-based group sessions facilitated by mental health professionals and promotores (community health workers)—to build capacity to address community mental health disparities in diverse communities in the ECV. The project will: 1) Build capacity of community health workers (promotores) and medical students in community mental health by training them in psychological first aid for immigrants, 2) Identify discussion topics for restorative circles, and 3) Implement and evaluate the effectiveness of restorative circles on community mental health.

Drs. Vázquez and Cheney will draw on their research and evaluation expertise to conduct a mixed-methods evaluation involving quantitative (e.g., pretest and posttest surveys) and qualitative data (focus groups, one-on-one interviews) collection and analysis to evaluate the proposed project. The evaluation will focus on how well restorative circles address diverse Latinx immigrant community mental health needs in the current COVID-19 pandemic.

The target population the project will serve are farm working, Latinx, immigrant, Indigenous Mexicans (Purépecha), uninsured, and non-English speakers in the ECV. The work will specifically focus on farmworkers and the communities and families within which they live and work in the eastern valley, including the unincorporated communities of Thermal, North Shore, Mecca, and Oasis.

The expected benefits to the community include the capacity of trusted members of the community (promotores) to help to address community mental health disparities in the ECV, mental health literacy, and awareness of community-based mental health interventions for collective healing. In addition, community members will have opportunities for referrals and will receive information about mental health services and resources available in their communities, as identified by Inland Empire Connect.

Our target population experiences high levels of mental health conditions because of the stress linked to factors such as being undocumented, an immigrant, a low-income patient, and non-English speaker. During pilot restorative circles in the ECV as part of our STOP COVID-19 CA project, community members advocated for the need to bring mental health services into their communities. The proposed project will do that.

Program/project Background and Community Need:

This project implements community health interventions to address the mental health needs of three immigrant communities in the ECV: migrant Latinx farmworkers, the Purépecha (indigenous group from Michoacán, Mexico), and recently relocated Oasis mobile home park residents; communities selected because of their diverse trauma exposures during the COVID-19 pandemic. Immigrants often experience mental health disparities due to trauma exposure: loss of their home community and family, lack of trusted and caring people around them, changes in belief systems and social status held in the host country. These factors can make it harder for immigrants to access to health and social services due to shame, fear of deportation, language barriers, and distrust (Gowin et al., 2017). Our previous DHCD-funded work indicates heightened trauma during the COVID-19 pandemic (which also informs testing and vaccination decisions), and racism contributing to mental health disparities in immigrant communities in the ECV (Gehlbach et al., 2021), an area characterized by a mental health professional shortage.

This project builds on STOP COVID-19 CA to implement restorative circles—culturally sensitive community-based group sessions facilitated by mental health professionals and promotores (community health workers)—to build capacity to address community mental health disparities in diverse communities in the ECV. The project will: 1) Build capacity of community health workers (promotores) and medical students in community mental health, using community approaches to train them in psychological first aid for immigrants (i.e., the signs and symptoms of common conditions), 2) Identify discussion topics for restorative circles, and 3) Implement and evaluate the effectiveness of restorative circle on community mental health.

Drs. Evelyn Vázquez and Ann Cheney, PhD, investigators in the NIH Center for Health Disparities Research, will lead this project with assistance from bilingual UCR graduate and medical students. Dr. Vázquez is a social psychologist with expertise in immigrant mental health and community psychology approaches. Dr. Cheney is an anthropologist with expertise in community engagement and health services research and evaluation.

Strategic Plan Alignment:

3.7 Collaborate/partner with community providers to enhance access to culturally-sensitive behavioral/mental health services

Program/project description:

Per the 2019 DHCD Mental & Behavioral Health Needs Assessment report, district funds will be used to support capacity building in the ECV as described below.

Dr. Vázquez attended “The 7th Certificate in Psychological First Aid for Migrants, Refugees” organized by the Iniciativa Ciudadana para la Promoción de la Cultura del Diálogo, and holds expertise in psychological first aid for immigrants. She will hold 2, 90-minute Spanish trainings for ~12 medical students and 6 promotores. The first will address psychological first aid for immigrant communities and the second psychology approaches for community-based interventions with emphasis on restorative circles. Pre- and post-test knowledge assessment surveys will be administered.

Nine restorative circles (three per target community) will be conducted virtually and in person. Promotores, two per community, will recruit participants and facilitate these circles; medical students will take notes. To evaluate the restorative circles, two focus groups, one for virtual and one for physical attendees, will be conducted by Drs. Vázquez and Cheney. Promotores will recruit participants to the focus groups. One-on-one interviews will be conducted, 6 with promotores and 12 with restorative circle attendees (18 total). Medical students will help analyze data collected to identify the themes or resources needed to sustain restorative circles among immigrant communities in the ECV.

The proposed project addresses key gaps in mental healthcare services by: 1) recruiting and training bilingual medical students to increase the number of bilingual physicians with mental health experience, 2) aiding promotores to address community mental health needs in immigrant communities in the ECV, and 3) increasing awareness of restorative circles as community-based interventions. DHCD funds will pay for community capacity building (two trainings), stipends for mental health professionals and promotores to facilitate restorative circles, compensation for promotores, participant incentives for qualitative interviews, and salary support. Please refer to the budget for a more detailed breakdown of fund utilization.

Description of the target population (s):

Farm working, Latinx, Indigenous Mexican, immigrant, uninsured, and non-English speakers in the eastern Coachella Valley will benefit most from the proposed work. The work will specifically focus on farmworkers and the communities and families within which they live and work in the eastern valley, including the unincorporated communities of Thermal, North Shore, Mecca, and Oasis. A significant portion of this population is foreign-born, Latino, and mono-lingual Spanish speaking. This area is also home to the largest community of Purépecha, an indigenous population from the Mexican state of Michoacán.

Geographic Area(s) Served:

Mecca; North Shore; Oasis; Thermal

Age Group:

(25-64) Adults

(65+) Seniors

Total Number of District Residents Served:

213

Program/Project Goals and Evaluation

<p>Goal #1: Goal #1 is to build capacity of community health workers (promotores) and medical students, using community approaches to train them in psychological first aid for immigrants, including the signs and symptoms of common mental health conditions. Dr. Vázquez will hold 2, 90-minute Spanish trainings for 18 attendees, including ~12 UCR medical students and 6 promotores. By the end of the trainings the goal is that a total of six promotores in the ECV and 12 medical students will have the capacity to address the unique mental health needs of Latinx immigrant communities in the ECV. This means that they will have a stronger knowledge of common mental health conditions, that includes anxiety and depression, various traumas unique to Latinx immigrant populations, and community psychology and social justice as a way to intervene on community mental health needs.</p>	<p>Evaluation #1: To evaluate Goal #1, we will assess the impact of our capacity building efforts on knowledge of three categories: 1) the sign and symptoms of common mental health conditions, 2) traumas unique to Latinx immigrant populations, and 3) community interventions. We will conduct a total of 18 pre and post-tests. Prior to start of the training series, the pretest survey will be administered to assess baseline knowledge and the posttest survey will be administered immediately following the final training. The trainings will be held over two weeks. Pretest and posttests will be self-administered; participants will be provided a link to an online survey. The purpose of the pretest and posttest surveys is to evaluate knowledge acquisition over time. To measure the sign and symptoms of common mental health conditions we will assess the before and after knowledge about anxiety and depression. For traumas unique to Latinx immigrant populations we will measure knowledge of collective versus individual trauma. For community interventions, we will measure knowledge of the difference between clinical versus community-based mental health interventions.</p>
<p>Goal #2: Goal #2 is to identify discussion topics for restorative circles. We will identify focused topics for each restorative circle. To identify discussion topics, the promotores will approach community members and ask them to share their thoughts about the most important mental health topics they would like addressed in their communities. Promotores will collect data using a free list activity, which involves a prompt and it is used to obtain shared knowledge about a topic of</p>	<p>Evaluation #2: To evaluate Goal #2, we will obtain process data. The process data will focus on 1) recruitment and 2) types of community-based mental health needs. For recruitment, we will assess promotores' recruitment of community members to collect free list responses. We will collect data on the strategies used, social media, flyers, word of mouth, phone calls, and track which strategies are most effective for engaging the community in the restorative circles. We will also collect data on the total amount of participants who provide free list</p>

<p>interest. The topic of interest in this project is community mental health needs in the COVID-19 pandemic. Promotores will use the following prompt to obtain information: “List all the emotional and psychological health concerns in your community.” The promotores will collect free lists from 20 members of each of the three communities (migrant farmworkers, Purépecha, Oasis mobile home residents), for a total of 60 community members. Free lists from each community will be analyzed separately so as to identify the unique needs of each community. All of the responses from community members will be analyzed to identify core themes; those themes will inform the structure, the length of the restorative circles, and the development of material to be shared with the attendees of restorative circles.</p>	<p>responses. For types of community mental health needs, we will tally up the total number of topics of interest shared by community members.</p> <p>Once the total number of community mental health needs/ discussion topics have been identified, we will then analyze the items to identify core themes (e.g., economic stress, types of anxiety) and categorize the data by themes. This will likely generate anywhere from 3 to 10 themes which will allow us to understand the broader topics for discussion during the restorative circles. The information from Goal #2 will inform the next step of implementing the restorative circles.</p>
<p>Goal #3: Goal #3 is to implement and evaluate the effectiveness of restorative circles on addressing community mental health needs. A total of nine restorative circles will be implemented in three communities: migrant farmworkers, the Purépecha, and Oasis mobile home residents. We will hold three restorative circles per community: one will be in person and two held virtually over six months with the implementation of 1-2 circles per month. We expect a total of 15 attendees in each of the nine restorative circles, for a total of 135.</p>	<p>Evaluation #3: To evaluate Goal #3, we will ask promotores and attendees of the restorative circles to share their experiences of being part of this community-based intervention. We will do this by: 1) collecting observation data at the restorative circles, 2) conducting one-on-one interviews with promotores who engaged the three communities, and 3) holding focus groups with restorative circle attendees. To collect the observation data we will have the 12 bilingual medical students attend restorative circles to make observations and take notes. They will document the key topics of discussion (e.g., stress of job loss, child’s anxiety) via notes and develop them further in a word document. To understand promotores experiences of being involved in this community-based intervention, Drs. Vázquez and Cheney will conduct one-on-one interviews with the promotores who recruited participants and co-facilitated the restorative circles. In addition, to understand the experiences of attendees involved in this community-based intervention, Drs. Vázquez and Cheney will conduct two focus groups with a total of 16</p>

	<p>attendees (8 people per focus group). One focus group will be conducted with virtual attendees and the other one with physical attendees. One-on-one interviews and focus groups will be recorded and analyzed to identify key themes. The analysis will focus on perceptions of how well the restorative circles met the community-based mental health needs of each of the three target communities. These data and their analysis will be summarized and included in a final report.</p>
<p>Goal #4: Goal #4 will focus on engaging restorative circle attendees who would like additional follow up and case management. We anticipate that five attendees per restorative circle will request follow up and case management, for a total of 45. For these attendees, we will connect them to the CVFC for individualized mental healthcare services and link them to a student who will meet with them to identify needed resources and services using IE Connect.</p>	<p>Evaluation #4: To evaluate the effectiveness of our referrals and case management post restorative circle, we will track the following data: 1) how many of our restorative circle attendees visit the student-led Coachella Valley Free Clinic and 2) use resources shared during the clinic visit (including the utilization of Inland Empire connect).</p>
<p>Goal #5:</p>	<p>Evaluation #5:</p>

Proposed Program / Project Evaluation Plan

This project builds on STOP COVID-19 CA to implement restorative circles, which are culturally sensitive community-based group sessions facilitated by mental health professionals and promotores (community health workers). The goal of implementing these circles is to build capacity of trusted members of the community (promotores) to help to address community mental health disparities in diverse communities in the ECV. The project will: 1) Build capacity, using community approaches to train promotores and medical students in psychological first aid for immigrants, 2) Identify discussion topics for restorative circles, and 3) Implement and evaluate restorative circle effectiveness on community mental health.

Drs. Evelyn Vázquez and Ann Cheney, PhD, investigators in the NIH Center for Health Disparities Research, will lead this project with assistance from bilingual UCR graduate and medical students. Dr. Vázquez will be the primary lead. She is a social psychologist with expertise in immigrant mental health and community psychology approaches. Dr. Vázquez holds expertise in the psychological first aid for immigrant communities. She also collaborated with institutions across the state of California to develop, implement, and evaluate restorative circles in underserved and vulnerable communities. Therefore, she holds expertise in immigrant mental health and restorative circles as a method for collective community healing. Drs. Vázquez and Cheney will draw on their research and

evaluation expertise to conduct a mixed-methods evaluation involving quantitative (e.g., pretest and posttest surveys) and qualitative data (focus groups, one-on-one interviews) collection and analysis to evaluate the proposed project. The evaluation will focus on how well restorative circles address diverse Latinx immigrant community mental health needs in the current COVID-19 pandemic.

Organizational Capacity and Sustainability

Organizational Capacity

Drs. Vázquez and Cheney, faculty in UCR School of Medicine Department of Social Medicine Population and Public Health, will lead this project. Dr. Vázquez is a community psychologist and collaborated to conceptualize, implement, and evaluate restorative circles to mitigate trauma related to COVID-19 among vulnerable and underserved communities in California. Dr. Cheney is an anthropologist and conducts community engaged health services research with a focus on Latinx immigrant health communities in the ECV. Both are investigators on the California-wide NIH project "STOP COVID-19 CA" involving 11 sites and over 75 partners that focuses on equity COVID-19 testing and vaccination. As investigator on this project, Dr. Vazquez led capacity building trainings for medical students and community members. Under the supervision of Drs. Vázquez and Cheney, students and community members have conducted a total of 11 focus groups with the Latinx community in the ECV. Findings have informed state reports on vaccine hesitancy and the pivotal role of promotores in addressing COVID-19 related health disparities in the ECV. Furthermore, Dr. Cheney is director the Coachella Valley Free Clinic and supervises a team of medical students, promotoras, and volunteer healthcare providers in the delivery of healthcare services to Latinx immigrants in the ECV.

Organizational Sustainability:

The mission of the UCR School of Medicine is to "improve the health of the people of California and, especially, to serve Inland Southern California by training a diverse workforce of physicians and by developing innovative research and health care delivery programs that will improve the health of the medically underserved in the region and become models to be emulated throughout the state and nation." The proposed project directly aligns with the school's mission and strategic plan. This project will provide mental health intervention to an underserved population, a low-income Latinx population with limited access to healthcare services. The project creates opportunities for medical students to engage in patient care through capacity building in the eastern valley. It also aligns with the UCR School of Medicine Center for Health Disparities Research that promotes community-engaged research and serves as a pipeline for underrepresented medical students, residents, and faculty to enter into medicine, health disparities research, and the field of public health. If the restorative circles are successful, we anticipate disseminating this model more widely such as to organizations like Vision y Compromiso to build promotores' capacity to engage in collective healing efforts for Latinx immigrant communities in the current pandemic.

Diversity, Equity, and Inclusion

How is diversity, equity, and inclusion addressed?

The Sustainability Offices and their staff of the University of California (UC) are committed to ensuring that UC sustainability programs are diverse in their staff, and

representative and inclusive of the communities who are engaged in these programs. In order to achieve this, we will evaluate and improve our efforts around recruitment and retention of underrepresented staff and stakeholders. We will work to directly address racism and all forms of discrimination. We will ensure collaborative and inclusive processes where our sustainability work is driven by the contributions of diverse voices and perspectives. We have already begun to take action on this issue and prioritize diversity, equity, and inclusion (DEI). We:

- Began DEI professional development trainings and discussion groups within the UC sustainability staff community in 2017 to start ongoing personal learning processes;
- Incorporated equity and climate justice into the Global Climate Leadership Council's Carbon Neutrality Initiative's (CNI) pillars of Applied Research, Faculty Engagement and Education, Climate Action Planning and Staff Engagement, Student Engagement, and Communications and Government Relations.
- Committed to require all sustainability policy proposals to include a DEI impact analysis. This measure is being implemented in the 2020-2021 academic year.

What is preventing the organization from addressing diversity, equity, and inclusion?

Partnerships:

Key Partners:

The proposed project is a collaborative effort among faculty in the UCR School of Medicine Department of Social Medicine Population and Public Health and Center for Health Disparities Research where Drs. Vazquez and Cheney hold their faculty and are investigators. The proposed work will be carried out in collaboration with CVFC, a UCR medical student-led free clinic sponsored by Coachella Valley Volunteers in Medicine (CVVIM). As indicated in their letter of support, CVVIM is fully supportive of the proposed work. Additionally, the CVFC leadership is currently implementing individual level behavioral health services in their clinic. Promotores involved in the CVFC will also be invited to participate in the proposed project. This will facilitate collaboration across projects as well as create opportunities for referrals. For instance, promotores at the CVFC, will share information about the restorative circles with patients and encourage them to consider attending. Similarly, during the restorative circles, facilitators will share information about the CVFC and the mental healthcare services offered. Youth Leadership Institute will continue to collaborate with UCR SOM on the proposed project and will support the implementation of restorative circles by engaging youth and their families in promoting the circles and encouraging them to attend (see letter of support). Furthermore, we will collaborate with mental health providers who will facilitate, along with a promotor(a), the restorative circles. For the purposes of this submission, we invited Dr. Connie Marmelejo, MPH, Dr.PH, a mental health educator who collaborated in the pilot restorative circles implemented in the valley, to collaborate on this project. Dr. Marmelejo along with other mental health care providers will be present at the restorative circles.

Line Item Budget Operational Costs

PROGRAM OPERATIONS	Total Program/Project Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Costs Detail on sheet 2	87947		87947
Equipment (itemize)			
1			0
2			0
3			0
4			0
Supplies (itemize)			
1	Transcription Fees	3870	3870
2	Participants incentives	1390	1390
3	Food stipends (for Restorative circles a	480	480
4	Restorative circles; MH trainings (capacit	1450	1450
Printing/Duplication		2000	2000
Mailing/Postage			0
Travel/Mileage		571	571
Education/Training			0
Office/Rent/Mortgage			0
Telephone/Fax/Internet			0
Utilities			0
Insurance			0
Other facility costs not described above (itemize)			
1			0
2			0
3			0
4			0
Other program costs not described above (itemize)			
1	Virtual Conference Registration	1000	1000
2	Indirect costs, 15%	14806	14806
3			0
4			0
Total Program Budget			
		113514	0
			113514

Line Item Budget Operational Costs

Budget Narrative	<p>Mileage: We are requesting a total of \$571 in travel funds. Roundtrip travels from UCR to ECV, ($\\$0.56 \times 170 \text{ min} \times 6 \text{ trips}$). Mileage is reimbursed at a rate of \$0.56 per mile. We estimate an average of 170 miles (roundtrip) from UCR to the eastern valley, approximately 6 trips. One researcher, one medical student, and one mental health provider will travel from UCR to the ECV to conduct one face-to-face focus group with each of our target three communities.</p> <p>Food stipends: We request a total of \$360 stipends for 15 participants per restorative circle conducted in person in the ECV, as well as a food stipend for each medical student ($15 \text{ ppl} \times \\$8 \times 3 = \\360). In addition, we request a total of \$120 for food stipends for UCR's academic team ($5 \text{ ppl} \times \\$8 \times 3 = \\120) attending the restorative circles conducted in person.</p> <p>Supplies for restorative circles: We requested \$1,000 for supplies for the restorative circles conducted in person (e.g. printed material to be shared with attendees).</p> <p>Participant Incentives: We requested a total of \$1,390 funds for the compensation of participants involved in the pre and post tests mental health trainings ($18 \text{ participants} \times \\$20 = \\$360$), one-on-one interviews ($18 \text{ participants} \times \\$35 = \\$630$), and in the focus groups ($16 \text{ participants} \times \\$25 = \\$400$).</p> <p>To build capacity in the community, two (90-minute Spanish trainings) will be provided to ~12 UCR medical students and 6 promotores in the ECV. The first training will address psychological first aid for immigrant communities and the second psychology approaches for community-based interventions with emphasis on restorative circles. In addition, we budgeted \$450 to compensate promotores who attend these trainings ($\\$75 \times 6 \text{ promotores} = \\450).</p> <p>To evaluate the effectiveness of restorative circles in communities in the ECV, two focus groups will be conducted with eight participants each ($2 \times 8 \text{ participants} \times \\$25 = \\$400$). One focus group will explore the experiences and reflections of those who attended the restorative circles in person and the second of those who attended on-line via Zoom.</p> <p>Transcription Fees: We request \$3,870 to cover the cost of transcription services for transcribing the one-on-one interviews ($18 \text{ interviews} \times \\$2.50 \times 75 \text{ minutes} \times 18 = \\$3,375$) and transcriptions of the two focus groups ($90 \text{ minutes} \times \\$2.75 \text{ minute} \times 2 = \\495).</p> <p>Publication Fees, we budgeted \$2,000 for publication fees and \$1,000 for the Virtual Conference Registration costs.</p> <p>Indirect Costs: Per Desert Healthcare District & Foundation's guideline, indirect cost not to exceed 15%. Hence, we are requesting 15%.</p>
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Line Item Budget Staffing Costs

Staff Salaries		Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
Employee Position/Title					
1	Evelyn Vazquez, Assistant Resear	95500	25	23875	23875
2	Ann Cheney, Associate Professor	143800	10	14380	14380
3	TBN, Graduate Student Research	60599	25	9286	9286
4					
5					
6					
7					
8					
Total Employee Benefits				26906	26906
Enter this amount in Section 1; Staffing Costs				Total >	74447
Budget Narrative	Evelyn Vázquez, PhD, will serve as Project Director on the project. Dr. Vázquez is faculty in the University of California Riverside (UCR) School of Medicine. She will be responsible for the oversight of the proposed project, including the budget, regulatory requirements, data collection and analysis, staff supervision, and deliverables. Dr. Vázquez will devote 25% effort to the project over 12 months. Ann M. Cheney, PhD, will co-lead the community engagements efforts in the Eastern Coachella Valley (ECA). Dr. Cheney will be responsible for overseeing the teams of medical students who participate in this project. Dr. Cheney will devote 10% effort to the project over 12 months. A bilingual (Spanish-English) UCR graduate students, To Be Named (TBN), will serve as graduate student research assistant (GSR). The GSR will assist in carrying out the proposed activities and communicate with team members and students. The GSR will devote 10 hrs a week to this project (10 hrs x \$29.02/hr x 32 weeks = \$9,286).				
Budget Narrative	Fringe benefits are based on a percentage of the employee's salary and include University contributions to the UC Retirement Plan (UCRP). Employee benefits are charged at the composite benefit rate agreed upon by the University of California. Benefit rates for: Dr. Vázquez's at 52.28%, Dr. Cheney at 34.88%, and TBN GSR at 1.8%. In addition to fringe benefits (1.8%) for the GSR, University policy requires inclusion of partial fees remissions (PFR) and Graduate Student Health Insurance (GSHIP) for GSRs employed during each academic year with an appointment of 25% time or more. Non-resident tuition will not be necessary as the GSR proposed here will be a California resident. These are included in the budget as fringe benefits for the GSR. It is anticipated that the GSR tuition and Student Services fees would escalate by 3% effective 2020/21 and beyond. The GSHIP would escalate by 7%. These escalation factors are also included in the budgeted costs. Total tuition, fees, and GSHIP = \$9,241. They are charged as benefits.				
Professional Services / Consultants		Hourly Rate	Hours/Week	Monthly Fee	Fees Paid by DHCD Grant
Company and Staff Title					
1	Promotores	25			11250
2	Restorative circles (mental health	75			2250
3					
4					
5					
Enter this amount in Section 1; Staffing Costs				Total >	13500
Budget Narrative	Training and Consultant fees: We are requesting \$11,250 for training and consultation fees for promotores (\$25/hr x 75 hrs x 6 promotores = \$11,250). A total of six promotores in the ECV will be trained and will provide their expertise as community health advocates and experts. In addition, we budgeted \$2,250 to compensate one mental health provider and one facilitators in each of the nine restorative circles to be conducted (2 people x \$125 x 9 restorative circles = \$2,250).				

Line Item Budget Other Program Funds

Other funding received (actual or projected) SPECIFIC to this program/project		Amount
Fees		
Donations		
Grants (List Organizations)		
1		
2		
3		
4		
Fundraising (describe nature of fundraiser)		
1		
2		
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)		
1		
2		
3		
4		
Total funding in addition to DHCD request		0
Budget Narrative	Describe program/project income listed above. Note whether income is "projected" or actual.	



December 14, 2021

Dear Dr. Vázquez:

On behalf of Coachella Valley Volunteers in Medicine (CVVIM), I am happy to support your application to the Desert Healthcare District & Foundation for the project: "Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic."

CVVIM is a free and charitable health care clinic that provides health care at no cost to low-income patients in medically underserved areas of the Coachella Valley; it is the only no cost clinic in the valley. Our goal is to treat the whole person by addressing chronic diseases including diabetes, high blood pressure, and arthritis, acute conditions and preventive medicine including attention to diet and emotional health.

As you know, CVVIM collaborates with the UCR SOM on the student-led Coachella Valley Free Clinic (CVFC). We sponsor this clinic and ensure that CVVIM health care providers are present to mentor and provide support in the delivery of health care for the patient population the clinic serves — Latino and Hispanic farm workers in the communities of Mecca, Thermal, Oasis and North Shore which is a medically underserved area. We are currently working with Dr. Cheney and the student leaders to support implementation of behavioral health services into the CVFC, a project funded by Desert Healthcare District & Foundation.

I understand that your proposed work will continue the focus on behavioral health in this patient population and will use restorative circles for the purposes of collective mental health approaches. There is a great need for services that can address the emotional needs of communities in this medically underserved area. Because of the pandemic, many people have lost loved ones, employment, or had to change their day-to-day life and livelihood. Most mental health interventions focus on the individual, but your work proposes to focus on the wellbeing of communities.

This is important work and much needed. We are fully supportive of the proposed project. We are happy to see that there will be communication between the existing funded project with the Coachella Valley Free Clinic that focuses on individual mental health intervention and this project that will focus on community mental health and wellbeing. We look forward to partnering with you on this project.

Sincerely,

Doug J Morin
Executive Director

A Culture of Caring

Mailing Address: PO Box 10090, Indio, CA 92202 • Facility Address: 82-915 Avenue 48, Indio, CA 92201
Tel. 760.342.4414 • Fax 760.342.4401

www.cvvim.org



The Well
900 University Avenue
Highlander Union Building 248
Riverside, CA 92521

Dear Dr. Vázquez

I am happy to support and collaborate with you in your project "Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic" submitted to the Desert Healthcare District & Foundation.

I am a mental health educator at the University of California, Riverside. I had the wonderful opportunity to collaborate with you and Dr. Cheney in the implementation of the pilot restorative circles that you design for the STOP COVID-19 project. I participated in those circles as a mental health educator. During the circles, members of the community talked about the presence of high levels of stress, anguish, and trauma within their communities. Moreover, members of the community emphasized the lack of mental health services and resources in their communities.

Restorative circles are culturally sensitive community-based interventions that will provide a safe space for collective healing in the Eastern Coachella Valley, an area characterized by high levels of poverty, discrimination, and marginalization. I would be happy to support the continued work of restorative circles to help community members deal with the trauma of the COVID-19 pandemic.

There is no doubt that your project will provide behavioral health needed in the Eastern Coachella Valley. I am happy to collaborate with you in those efforts.

Best regards,

A handwritten signature in black ink that reads "Connie Marmolejo". The signature is fluid and cursive.

Dr. Connie Marmolejo, DrPH, MPH



December 14, 2021

To Whom it May Concern:

Youth Leadership Institute of the Eastern Coachella Valley enthusiastically supports the application: “Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic” submitted to the Desert Healthcare District & Foundation by Dr. Evelyn Vázquez, faculty in the University of California Riverside (UCR) School of Medicine.

The Youth Leadership Institute is a social justice organization that encourages youth especially those of color and their allies in addressing inequities in their communities. Our goal is to empower youth to use their voice and skills to motivate change. During the COVID-19 pandemic, we have worked closely with youth, providing them with opportunities to address inequities such as social, economic, political, and health related to the pandemic.

As part of our COVID-19 response work, we have worked with the UCR School of Medicine on COVID-19 related projects, including the STOP COVID-19 CA Project (Share, Trust, Organize, Partner COVID-19 California Alliance). During this project we partnered with both Dr. Vázquez and Dr. Cheney along with community partners and promotores to hold restorative circles. We collaborated on two restorative circles with youth, family members and promotores in the Eastern Coachella Valley. We also worked with our youth to identify a person to help facilitate the restorative circles. Both were very successful. Our youth COVID-19 fellows are currently working with them on a documentary about COVID-19 as well as a zine that will be part of ongoing efforts to encourage vaccination in the eastern valley.

We would be happy to support the continued work of restorative circles as a way to help our community deal with the trauma of the COVID-19 pandemic. Youth Leadership Institute is promoting the circles and encouraging our youth and their families to participate in the circles and encourage others to do so as well.

On behalf of Youth Leadership Institute, Eastern Coachella Valley we are happy to continue to partner with the UCR School of Medicine and specifically Dr. Vázquez and Dr. Cheney on this project. This is a great way to help our community heal and cope with the stress and trauma of the pandemic.

Best regards,


Paulina Rojas


Program Manager


Eastern Coachella Valley

Youth Leadership Institute

They/Them/She/Her/Hers

 projas@yli.org

 coachellaunincorporated.org

 1030 6th Street, Unit #11, Coachella, CA 92236

Grant Scoring Review

Grant Staff Review # 1 of 4

Executive Summary: 9

Community Need and Alignment: 8

Goals: 8

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 8

Budget: 7

Key Partners/Collaborations: 8

Total Score: 65.00

Reviewer Comments: This project, led by strong academic researchers, builds on existing projects related to the Latin X and farmworker community. Mental health services are lacking with this target population and the idea of utilizing restorative circles as an ingenious method to address mental health issues brought on by COVID-19, racism and other trauma-related issues..

My biggest concern is that the District is the sole supporter/funder of this research project, with no other funders investing in this program. It is my hope to see this project, if successful, be replicated to assist other populations with their mental health needs.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18 (2 of 2)

Grant Program Staff Review Stage: 70.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 36 (2 of 2)

Grant Program Staff Review Stage: 281 (4 of 4)

Total average proposal score: 88/100

Grant Scoring Review

Grant Staff Review # 2 of 4

Executive Summary: 9

Community Need and Alignment: 9

Goals: 9

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 10

Organizational Sustainability: 8

Budget: 9

Key Partners/Collaborations: 9

Total Score: 72.00

Reviewer Comments: The UCR School of Medicine grant proposal addresses the emergent mental health needs due to the COVID-19 epidemic amongst disadvantaged community members in the Eastern Coachella Valley. The training and empowerment of Promotoras and medical students to host restorative circles and identify potential mental health needs of community members is a key component of mitigating the impact COVID-19 has had on the target population. I support the funding of this grant proposal.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18 (2 of 2)

Grant Program Staff Review Stage: 70.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 36 (2 of 2)

Grant Program Staff Review Stage: 281 (4 of 4)

Total average proposal score: 88/100

Grant Scoring Review

Grant Staff Review # 3 of 4

Executive Summary: 9

Community Need and Alignment: 9

Goals: 8

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 8

Budget: 9

Key Partners/Collaborations: 9

Total Score: 70.00

Reviewer Comments: The proposed project is an excellent example of a boots on the ground team that is deeply embedded and trusted in the smaller, close-knit communities of the eastern Coachella Valley. This project builds on an existing project, STOP COVID-19 CA, which incorporated pilot restorative circles in the ECV. During the STOP COVID-19 CA project, community members advocated for continued culturally sensitive community-based group discussion sessions and targeted mental health resources. This proposed project does just that by working to mitigate psychological trauma and mental health disparities in immigrant communities. Specifically, the project will build capacity of mental health professionals and promotores, identify core mental health needs across three communities, utilize those identified needs to conduct restorative circles, and bring forward targeted resources and direct connection to case management and specific mental health services as needed. I recommend this grant request for approval as it directly relates to our high priority goal of expanding community access to behavioral/mental health services and specific strategy of partnering with community providers to enhance access to culturally sensitive behavioral health services.

Average Review Score:

Fiscal Staff Review Stage: 18 (2 of 2)

Grant Program Staff Review Stage: 70.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 36 (2 of 2)

Grant Program Staff Review Stage: 281 (4 of 4)

Total average proposal score: 88/100

Grant Scoring Review

Grant Staff Review # 4 of 4

Executive Summary: 10

Community Need and Alignment: 10

Goals: 9

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 10

Organizational Sustainability: 9

Budget: 8

Key Partners/Collaborations: 9

Total Score: 74.00

Reviewer Comments: This grant will support the expansion of culturally-sensitive mental health services to the immigrant community in alignment with the DCHDF Strategic Plan (Goal 3.7). The training provided along with the pre/post testing outcomes will expand the level of understanding of this community and will validate the effectiveness of the use of Restorative Circles as an intervention/support structure. The linkage to additional mental health services that will occur will assist in increasing the community's awareness of mental health resources that are available and aligns with the DHCDF Strategic Plan (Goal 3.6). Additional support from other funders with an eye toward sustainability of this project would continue the positive impact/outcomes to support expansion and /or replication of this work.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18 (2 of 2)

Grant Program Staff Review Stage: 70.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 36 (2 of 2)

Grant Program Staff Review Stage: 281 (4 of 4)

Total average proposal score: 88/100

Grant Scoring Review

Fiscal Staff Review # 1 of 2

Fiduciary Compliance: 9

Financial Stability: 8

Total Score: 17.00

Reviewer Comments: Fiduciary Compliance

The audit report is unmodified

Current Ratio is favorable (2:1) which represents the grantee's ability to pay it's short-term liabilities

The Net Assets increased by \$5M as of 06/30/21, the Balance Sheet is in good order

Financial Stability

Grantee demonstrates a strong financial position.

The District is providing 100% of the \$113,514 grant

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18 (2 of 2)

Grant Program Staff Review Stage: 70.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 36 (2 of 2)

Grant Program Staff Review Stage: 281 (4 of 4)

Total average proposal score: 88/100

Grant Scoring Review

Fiscal Staff Review # 2 of 2

Fiduciary Compliance: 10

Financial Stability: 9

Total Score: 19.00

Reviewer Comments: Unmodified financials presented to Regents in a timely manner. Positive cash flow for past several years with ample assets to address liabilities. Strategic plan in place which details future funding strategies. Project budget did not include funding from additional sources but total applicant budget does.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18 (2 of 2)

Grant Program Staff Review Stage: 70.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 36 (2 of 2)

Grant Program Staff Review Stage: 281 (4 of 4)

Total average proposal score: 88/100



FY 2020-2021: Grant Application Scoring Rubric



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

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

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

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

Recommendation:

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

Grant #1301

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

<u>Project Title</u>	<u>Start/End</u>
Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic	2/01/2022 1/31/2023

PAYMENTS:

(2) Payments: \$51,081.00
10% Retention: \$11,352.00

Total request amount: \$113,514.00

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
2/01/2022		Signed Agreement submitted & accepted.	Advance of \$51,081.00 for time period 2/01/2022 - 7/31/2022
9/01/2022		1 st six-month (2/01/2022 - 7/31/2022) progress report, budget reports and receipts submitted & accepted	Advance of \$51,081.00 for time period 8/01/2022 - 1/31/2023
3/01/2023		2 nd six-month (8/01/2022 - 1/31/2023) progress report, budget reports and receipts submitted & accepted	\$0
3/15/2023		Final report (2/01/2022 - 1/31/2023) and final budget report submitted & accepted	\$11,352.00 (10% retention)

TOTAL GRANT AMOUNT: \$113,514.00

DELIVERABLES:

Program/Project Goals and Evaluation

<p>Goal #1: Goal #1 is to build capacity of community health workers (promotores) and medical students, using community approaches to train them in psychological first aid for immigrants, including the signs and symptoms of common mental health conditions. Dr. Vázquez will hold 2, 90-minute Spanish trainings for 18 attendees, including ~ 12 UCR medical students and 6 promotores. By the end of the trainings the goal is that a total of six promotores in the ECV and 12 medical students will have the capacity to address the unique mental health needs of Latinx immigrant communities in the ECV. This means that they will have a stronger knowledge of common mental health conditions, that includes anxiety and depression, various traumas unique to Latinx immigrant populations, and community psychology and social justice as a way to intervene on community mental health needs.</p>	<p>Evaluation #1: To evaluate Goal #1, we will assess the impact of our capacity building efforts on knowledge of three categories: 1) the sign and symptoms of common mental health conditions, 2) traumas unique to Latinx immigrant populations, and 3) community interventions. We will conduct a total of 18 pre and post-tests. Prior to start of the training series, the pretest survey will be administered to assess baseline knowledge and the posttest survey will be administered immediately following the final training. The trainings will be held over two weeks. Pretest and posttests will be self-administered; participants will be provided a link to an online survey. The purpose of the pretest and posttest surveys is to evaluate knowledge acquisition over time. To measure the sign and symptoms of common mental health conditions we will assess the before and after knowledge about anxiety and depression. For traumas unique to Latinx immigrant populations we will measure knowledge of collective versus individual trauma. For community interventions, we will measure knowledge of the difference between clinical versus community-based mental health interventions.</p>
<p>Goal #2: Goal #2 is to identify discussion topics for restorative circles. We will identify focused topics for each restorative circle. To identify discussion topics, the promotores will approach community members and ask them to share their thoughts about the most important mental health topics they would like addressed in their communities. Promotores will collect data using a free list activity, which involves a prompt and it is used to obtain shared knowledge about a topic of interest.</p>	<p>Evaluation #2: To evaluate Goal #2, we will obtain process data. The process data will focus on 1) recruitment and 2) types of community-based mental health needs. For recruitment, we will assess promotores' recruitment of community members to collect free list responses. We will collect data on the strategies used, social media, flyers, word of mouth, phone calls, and track which strategies are most effective for engaging the community in the restorative circles. We will also collect data on the total amount of participants who provide free list responses. For types of community</p>

<p>The topic of interest in this project is community mental health needs in the COVID-19 pandemic. Promotores will use the following prompt to obtain information: “List all the emotional and psychological health concerns in your community.” The promotores will collect free lists from 20 members of each of the three communities (migrant farmworkers, Purépecha, Oasis mobile home residents), for a total of 60 community members. Free lists from each community will be analyzed separately so as to identify the unique needs of each community. All of the responses from community members will be analyzed to identify core themes; those themes will inform the structure, the length of the restorative circles, and the development of material to be shared with the attendees of restorative circles.</p>	<p>mental health needs, we will tally up the total number of topics of interest shared by community members.</p> <p>Once the total number of community mental health needs/ discussion topics have been identified, we will then analyze the items to identify core themes (e.g., economic stress, types of anxiety) and categorize the data by themes. This will likely generate anywhere from 3 to 10 themes which will allow us to understand the broader topics for discussion during the restorative circles. The information from Goal #2 will inform the next step of implementing the restorative circles.</p>
<p>Goal #3: Goal #3 is to implement and evaluate the effectiveness of restorative circles on addressing community mental health needs. A total of nine restorative circles will be implemented in three communities: migrant farmworkers, the Purépecha, and Oasis mobile home residents. We will hold three restorative circles per community: one will be in person and two held virtually over six months with the implementation of 1-2 circles per month. We expect a total of 15 attendees in each of the nine restorative circles, for a total of 135.</p>	<p>Evaluation #3: To evaluate Goal #3, we will ask promotores and attendees of the restorative circles to share their experiences of being part of this community-based intervention. We will do this by: 1) collecting observation data at the restorative circles, 2) conducting one-on-one interviews with promotores who engaged the three communities, and 3) holding focus groups with restorative circle attendees. To collect the observation data we will have the 12 bilingual medical students attend restorative circles to make observations and take notes. They will document the key topics of discussion (e.g., stress of job loss, child’s anxiety) via notes and develop them further in a word document. To understand promotores experiences of being involved in this community-based intervention, Drs. Vázquez and Cheney will conduct one-on-one interviews with the promotores who recruited participants and co-facilitated the restorative circles. In addition, to understand the experiences of attendees involved in this community-based intervention, Drs. Vázquez and Cheney will conduct two focus groups with a</p>

	<p>total of 16 attendees (8 people per focus group). One focus group will be conducted with virtual attendees and the other one with physical attendees. One-on-one interviews and focus groups will be recorded and analyzed to identify key themes. The analysis will focus on perceptions of how well the restorative circles met the community-based mental health needs of each of the three target communities. These data and their analysis will be summarized and included in a final report.</p>
<p>Goal #4: Goal #4 will focus on engaging restorative circle attendees who would like additional follow up and case management. We anticipate that five attendees per restorative circle will request follow up and case management, for a total of 45. For these attendees, we will connect them to the CVFC for individualized mental healthcare services and link them to a student who will meet with them to identify needed resources and services using IE Connect.</p>	<p>Evaluation #4: To evaluate the effectiveness of our referrals and case management post restorative circle, we will track the following data: 1) how many of our restorative circle attendees visit the student-led Coachella Valley Free Clinic and 2) use resources shared during the clinic visit (including the utilization of Inland Empire connect).</p>



Date: 1/25/2022

To: Board of Directors

Subject: Grant # 1302 Vision To Learn

Grant Request: Vision To Learn - Palm Springs, Desert Sands and Coachella Valley Unified School Districts

Amount Requested: \$50,000.00

Project Period: 2/1/2022 to 1/31/2023

Project Description and Use of District Funds:

Vision To Learn provides a proven, cost-effective, and scalable solution by bridging a structural gap in healthcare access and directly addressing educational inequity. Their mobile clinics, staffed by licensed doctors, bring eye exams and glasses to children at schools in underserved communities, free of charge. This project would bring a mobile clinic to elementary schools in Coachella Valley, Palm Springs and Desert Sands school districts. Every student at each participating school would have their vision screened. Students who do not pass the screening will be referred for an eye exam, conducted by a licensed optometrist on the Vision To Learn mobile clinic. Those students prescribed glasses will choose their frames from a wide selection on the clinic. The glasses will be produced and dispensed to the students at school approximately 3 weeks following the exam.

Glasses are critical for students' educational achievements as 80% of learning during a child's first twelve years is visual. Students with uncorrected vision problems often avoid reading, suffer headaches, and have trouble focusing on class discussions. These symptoms make them less likely to reach the educational milestones.

The District funds cover equipment and maintenance related expenses associated with the mobile clinic as well as a portion of the staffing that provides the vision screenings, free eye exams and glasses, referrals to local optometrists when needed, and replacement glasses when they are lost or broken.



Strategic Plan Alignment:

2.3 Provide funding support and evaluation to community organizations providing expanded mobile primary and specialty care services

Geographic Area(s) Served:

Coachella; Indio; La Quinta; Mecca; North Shore; Oasis; Palm Desert; Thermal; Bermuda Dunes; Palm Springs; Desert Hot Springs; Cathedral City; Rancho Mirage; 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 \$50,000.00 be approved.

Recommendation with modifications

Deny

Full Grant Application Summary

Vision To Learn, Grant #1302

About the Organization

Vision To Learn
12100 Wilshire Blvd, Suite 1275
Los Angeles, CA 90025
<http://12100 Wilshire Blvd, Suite 1275>

Primary Contact:

Nora MacLellan
Tel: (310) 489-0160
Nora@VisionToLearn.org

Historical (approved Requests)

Program/Project Information

Project Title: Vision To Learn - Palm Springs, Desert Sands and Coachella Valley Unified School Districts

Start Date: 2/1/2022 **End Date:** 1/31/2023

Term: 12 months

Total Project Budget: \$110,000

Requested Amount: \$50,000

Executive Summary:

An estimated 5,500 students attending Title I elementary schools in Palm Springs, Desert Sands, and Coachella school districts lack the glasses they need to succeed in school. One in four kids in public schools need glasses to see the board, read a book, or participate in class; yet, in underserved communities, 95% of kids who need glasses do not have them. Students with uncorrected vision problems often avoid reading, suffer headaches, and have trouble focusing in class, as 80% of learning during a child's first 12 years is visual. Students with uncorrected vision problems are more likely to fail at least one grade, less likely to read at grade level by third grade – a milestone critical to preventing dropout – and more likely to engage in antisocial and delinquent behavior. In fact, up to 70% of juvenile offenders have uncorrected vision issues.

Vision To Learn provides a proven, cost-effective, and scalable solution by bridging a structural gap in healthcare access and directly addressing educational inequity. Our mobile clinics, staffed by licensed doctors, bring eye exams and glasses to children at schools in underserved communities, free of charge. This project would bring a mobile clinic to elementary schools in Coachella Valley, Palm Springs and Desert Sands school districts. Every student at each participating school would have their vision screened. Students who do not pass the screening will be referred for an eye exam, conducted by a licensed optometrist on the Vision To Learn mobile clinic. Those students prescribed glasses will choose their frames from a wide selection on the clinic. The glasses will be

produced by Warby Parker, and dispensed to the students at school approximately 3 weeks following the exam.

The beneficiaries of this program will be students attending Title I elementary schools in Palm Springs, Desert Sands, and Coachella school districts. We anticipate over 87% of students served will qualify for Free or Reduced lunch.

Program/project Background and Community Need:

VTL is expanding into Riverside County. RCOE has signed a blanket MOU to cover all the elementary schools in all districts in the county. One project is to bring VTL to Palm Springs, Desert Sands and Coachella Valley Districts. For 2 year project beginning 2/1/22 to provide vision screening to the estimated 5,500 elementary students. It is expected that 1,100 will 'fail' their vision screening and will be referred on to be provided a basic eye exam on the VTL mobile clinic that will come to their school. It is estimated at about 880 students will be provided prescription eye glasses. These services are all provided at no charge to the schools/families.

Strategic Plan Alignment:

2.3 Provide funding support and evaluation to community organizations providing expanded mobile primary and specialty care services

Program/project description:

Any funds from the District will be used to provide the much needed services for the elementary students in the selected districts. About one in five children needs glasses. In low-income communities, up to 95% of children who need glasses do not have them. VTL serves students in schools designated as Title I and serving a very high portion of children qualifying for the federal Free and Reduced Price Lunch Program (FRLP), a proxy measure of poverty. Glasses are critical for students' educational achievements as 80% of learning during a child's first twelve years is visual. Students with uncorrected vision problems often avoid reading, suffer headaches, and have trouble focusing on class discussions. These symptoms make them less likely to reach the important educational milestone of reading proficiency by the end of the third grade, which makes them more likely to fall behind and drop out of school. Meeting these milestones is critical. Students with vision problems tend to have lower academic performance in school, and this negatively impacts future employment earnings, health behaviors and life expectancy.

Description of the target population (s):

All elementary schools students in the Coachella Valley and Desert Sands Unified School Districts will be offered this service. The MOU for RCOE allows for parents to opt-out if they do not want the service.

Geographic Area(s) Served:

Coachella; Indio; La Quinta; Mecca; North Shore; Oasis; Palm Desert; Thermal; Bermuda Dunes

Age Group:

(06-17) Children

Total Number of District Residents Served:
880

Program/Project Goals and Evaluation

<p>Goal #1: By February 2023, a total of 880 students attending Coachella, Palm Springs and/or Desert Sands school districts would have received a eye exam, following a failed vision screening.</p> <p>VTL estimates the number of students to be served by the most current elementary student population numbers (5,500). In the past we have estimated those numbers to be about 20% (1,100) will fail and 80% (880) of those will require glasses.</p>	<p>Evaluation #1:</p> <ul style="list-style-type: none"> - Vision To Learn will garner MOUs with the three school districts - Vision To Learn staff and/or Rotary volunteers will screen students' vision and refer those who fail an eye chart exam to VTL's mobile clinic. - Provide free eye exams for 880 referred students - All eye exams will be recorded in Vision To Learn's electronic medical records (EMR) database
<p>Goal #2: By February 2023, an estimated 704 students (~80% of those examined) attending Coachella, Palm Springs and/or Desert Sands school districts would have been prescribed glasses, and provided a new pair of glasses with frames they picked out themselves.</p>	<p>Evaluation #2:</p> <ul style="list-style-type: none"> - Prescribe, provide and fit with glasses all children with diagnosed need. - All prescriptions and glasses are recorded in Vision To Learn's EMR.
<p>Goal #3: For up to one year following students' Vision To Learn eye exam, any lost, stolen or broken glasses would be replaced free of charge.</p>	<p>Evaluation #3:</p> <ul style="list-style-type: none"> - Vision To Learn will communicate this opportunity to school nurses and parents verbally and via hand-outs with contact information. - Vision To Learn will replace any pair of lost, stolen or broken glasses via a reorder from our vendor, Warby Parker. - All glasses replacements will be recorded in VTL's EMR - Currently, about 10% of those children who receive glasses have been provided replacement glasses.
<p>Goal #4: Follow-up/Referrals of Students to Specialists</p>	<p>Evaluation #4:</p> <ul style="list-style-type: none"> - Vision To Learn optometrists attempt to call the parent or guardian of every child (up

<p>Vision To Learn tracks exam results for every student in our Electronic Medical Record (EMR) system. Program-wide our doctors refer 10% of students for more comprehensive care with local optometrists and ophthalmologists.</p>	<p>to 2-3 times) that has been referred to encourage the family to schedule an appointment with a local eyecare professional. We provide the family a list of local doctors who accept Medi-Cal and also have Spanish-speaking staff available to assist with these calls. We are unable to track whether or not the family actually seeks the care (HIPAA laws make this difficult) but we do find that families frequently return to have the glasses prescription filled by Vision To Learn that has been prescribed by the local doctor. - we can track referral numbers from our EMR system by school, district and region and are happy to share with Desert Healthcare District and Foundation.</p>
<p>Goal #5:</p>	<p>Evaluation #5:</p>

Proposed Program / Project Evaluation Plan

At the end of the grant period (and during the grant as requested), Vision To Learn will report to DHCD the number of eye exams and glasses provided to students in the three school districts, by school and district. This information is stored in real time and readily accessible through our EMR.

Organizational Capacity and Sustainability

Organizational Capacity

Vision To Learn has a full-time mobile clinic working in Riverside County, that will visit the school districts covered by this grant. This clinic is managed by Cayla Brooks, our fulltime program manager in the Inland Empire, and staffed by optician Desiree Diaz, and several optometrists who alternate days.

Organizational Sustainability:

Vision To Learn's program in Riverside County is a central plank of our expansion plan in California. This expansion is part of the metrics we are working to meet for a very large grant from Blue Meridian Partners, through which we will demonstrate our ability to scale sustainably in California. Since Riverside County is a new area for Vision To Learn, half of the private costs will be covered by Blue Meridian, making it essentially a matching grant. (The remainder of the costs will be covered by Medi-Cal reimbursements.) By succeeding in Riverside County, Vision To Learn will establish operations in a very high need region of the state, complete the steps required to submit claims to Medi-Cal managed care (Inland Empire Health Plan and March Vision for Molina Healthcare), and become eligible for a potential scaling grant from Blue Meridian Partners.

Diversity, Equity, and Inclusion

How is diversity, equity, and inclusion addressed?

Vision To Learn Board and Executives reflect vast and diverse populations. There is no tolerance for discrimination of any kind. Diversity training is provided on a regular basis for all staff members.

What is preventing the organization from addressing diversity, equity, and inclusion?

Partnerships:

Key Partners:

Palm Springs, Coachella and Desert Sands School Districts - Vision To Learn has a Memorandum of Understanding with each district allowing us to provide the services detailed in the grant to elementary school students.

Rotary Club District 5330 - As allowed by school districts during the COVID pandemic, local Rotarians will serve as volunteer vision screeners to facilitate the first step of our process.

Anonymous Donor - A generous anonymous donor in the area has also served as a key connector and relationship-builder for Vision To Learn.

Agua Caliente Band of Cahuilla Indians - Has contributed funding to our Riverside County project.

Line Item Budget Operational Costs

PROGRAM OPERATIONS		Total Program/Project Budget (1 Year - Feb 2022-Jan 2023)	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Costs Detail on sheet 2		51,532	17,281	34,251
Equipment (itemize)				
1	Equipped Clinic	6,859	937	5,922
2				-
3				-
4				-
Supplies (itemize)				
1	Eyeglasses	13,200	13,200	
2	Optometric supplies	182	25	157
3				-
4				-
Printing/Duplication		581	79	502
Mailing/Postage				-
Travel/Mileage		978	134	844
Education/Training				-
Office/Rent/Mortgage				-
Telephone/Fax/Internet				-
Utilities				-
Insurance		1,252	172	1,080
Other facility costs not described above (itemize)				
1	Meetings	209	29	180
2				-
3				-
4				-
Other program costs not described above (itemize)				
1	Vehicle Operations-gas, services	1,167	159	1,008
2	Payroll fees	581	79	502
3	Central Overheads	6,432	878	5,554
4				-
Total Program Budget		82,973	32,973	50,000
Budget Narrative	* Budget is for 12 months of service at 3 school districts - Coachella, Palm Springs, Desert Sands. Assumes 880 eye exams provided in those districts, 704 glasses (80% of exams) * Equipped clinic is the annual depreciation cost of our existing mobile clinic for 1 year of program * Eyeglasses includes frames, lenses and replacement glasses as needed - all donated in-kind by Warby Parker * Optometric supplies include PPEs, sanitation supplies, basic supplies associated with providing examinations on our mobile vision clinic (tissues, forms, pens, etc). * Meetings include press events and meetings with school staff * Central Overheads includes expenses associated with the running of VTL, including Development, Finance, and Leadership staff. Includes our Electronic Medical Record database and associated technology which stores VTL's patient records. (Assigned to regions proportional to exams provided) *Travel mileage is mileage reimbursement to staff for VTL business use of their personal car – for screening, dispensing and other onsite visits; whereas, vehicle operations is costs for operating our mobile clinics – gas, tolls, parking and repairs *National Program staff includes portion of costs towards program support staff at national level based on approximate % of time spent on this program. Central overheads include administrative/finance staff costs that aren't allocated based on % of time. Overheads also include indirect non-staff costs at national level towards rent, office expenses, utilities, software, audit fees, recruiting, etc.			

Line Item Budget Staffing Costs

Staff Salaries		Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
Employee Position/Title					
1	Optician - Full time	54,080	27.00%	14,602	6,570
2	Optician-Part time	24,800	27.00%	6,696	2,013
3	Program Manager	65,000	27.00%	17,550	7,898
4	Program Director	130,000	5.00%	6,500	2,925
5	National Program staff	150,000	1.00%	1,500	675
6					
7					
8					
Total Employee Benefits				4,685	2,008
Enter this amount in Section 1;Staffing Costs				Total >	34,251
Budget Narrative	<p style="color: red;">Optician - Full time: on-clinic to assist the optometrist with vision checks, frame selection, and filing of all paperwork with VTL and provided to the child.</p> <p style="color: red;">Optician - Part time: screens children using a Welch-Allyn spot screener and receives/checks/sorts/packages and dispenses (fits) glasses to children</p> <p style="color: red;">Program Manager: conducts all scheduling of the clinic and logistics for screening, exam, and dispensing days at schools.</p> <p style="color: red;">Program Director: responsible for all school and community-based organization relationships. Maintains school contracts (MOUs) and provides oversight and strategic planning to the Program Manager.</p> <p style="color: red;">National Program Staff: Includes Development, Finance, and Leadership staff time for 3 school districts - Coachella, Palm Springs, Desert Sands.</p>				
Budget Narrative	<p style="color: red;">Opticians and other program staff salary is based on full year's salary; however, pro-rated for part-time staff. Time allocated to program is based on estimated duration of the project for the first year of the program. Benefits are calculated approximately at 10% of base cost for staff's base salary.</p>				
Professional Services / Consultants		Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
Company and Staff Title					
1	Optometrist	122,850	22.00%	27,027	12,162
2					
3					
4					
5					
Enter this amount in Section 1;Staffing Costs				Total >	12162
Budget Narrative	<p style="color: red;">Optometrists: CA- licensed optometrists who are contracted to staff the mobile vision clinic, perform full refractions, prescribe glasses, and refer children in the case of possible serious eye disease. Optometrist Salary is based on hourly rate for estimated days for the program. There is no additional benefits cost for Optometrists.</p>				

Line Item Budget Other Program Funds

Other funding received (actual or projected) SPECIFIC to this program/project		Amount
Fees		
Donations		
Grants (List Organizations)		
1	The Studio @ Blue Meridian	36,800
2	Warby Parker Pupil's Project	13,200
3		
4		
Fundraising (describe nature of fundraiser)		
1		
2		
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)		
1	Medi-Cal Reimbursements (Estimated)	10,000
2		
3		
4		
Total funding in addition to DHCD request		60,000
Budget Narrative	<p>Anonymous grant: Secured funding from a local donor who wishes to remain anonymous.</p> <p>The Studio @ Blue Meridian: Secured funding from a national "fund of funds". This amount is allocated from a larger grant and per our grant agreement may fund up to 1/2 the private funding needed to provide the service in this budget's 24-month time period</p> <p>Warby Parker Pupil's Project - in-kind glasses donation, secured</p> <p>Medi-Cal Reimbursements: Estimated funding that will be garnered through a pending contract with Inland Empire Health Plan.</p>	

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS
3939 Thirteenth Street
Riverside, CA 92501

AGREEMENT FOR MOBILE VISION CLINIC
Student Programs and Services

This Agreement/Memorandum of Understanding is entered into by and between, **Riverside County Superintendent of Schools**, hereinafter referred to as "SUPERINTENDENT," and **Vision to Learn, a non-profit agency**, hereinafter referred to as "CONTRACTOR", each being a "Party" and collectively the "Parties".

AGREEMENTS

1. **TERM:** The term of this Agreement shall be from **July 1, 2021 to March 30, 2023**.
2. **SERVICES:**
 - A. CONTRACTOR shall perform and provide the following **Mobile Vision Clinic services for Kindergarten through 12th grade students for SUPERINTENDENT and selected schools within the districts**, including, but not limited to:
 1. Vision screening clinics for which dates and locations shall be mutually agreed upon between CONTRACTOR and SUPERINTENDENT.
 2. Basic vision examination for screening of identified students.
 3. Prescription and fitting of glasses.
 4. Glasses from CONTRACTOR'S available selection. Glasses shall be delivered on a separate date approximately three weeks after exam.
 5. As feasible and appropriate, referrals to the school nurse for additional care where indicated.
 6. If CONTRACTOR uses third party providers, CONTRACTOR is required to provide SUPERINTENDENT with Fingerprint and Criminal Background Check Certification of such provider's staff member that will have contact with the students.
 - B. CONTRACTOR further agrees to:
 1. Be responsible for staffing the Mobile Clinic and obtaining any necessary or appropriate licenses, permits or registrations.
 2. Retain records on services provided for referred students.
 3. Provide an itemized report of students examined by providing end of visit report to SUPERINTENDENT and school site designee after every school visit. Those students who need a referral to a specialist, or who were not treated due to time constraints, will be deferred to SUPERINTENDENT for a third-party referral.
 - C. SUPERINTENDENT shall be responsible for the following:
 1. Provide district level point of contact to facilitate program.
 2. Provide CONTRACTOR an electronic spreadsheet containing a list of students with relevant demographic and contact information to facilitate screenings, exams and glasses provision.
 3. Distribute an "opt-out" consent form to each student's parent/guardian informing them of the upcoming free vision screening, eye exam and glasses to be provided by CONTRACTOR.

4. Maintain a list of students who have opted out of the service and be responsible for ensuring those students are not sent to CONTRACTOR for the service.
 5. Screening of all students at selected school sites to identify students who require follow-up vision examination.
 6. Allow CONTRACTOR to park it's Mobile Clinic, a converted Mercedes Sprinter Van, at a District facility as needed, including overnight, on weekends, or at any time otherwise not in use. CONTRACTOR will utilize only the location and parking space specified by the District to park its Mobile Clinic and shall utilize the designated space only for the purpose of parking the mobile Clinic. The exact location shall be confirmed in writing by the District representative. The Mobile Clinic will remain locked at all times when not in use by CONTRACTOR. CONTRACTOR will hold the District harmless for any damage that occurs to the Mobile Click, or injury to the CONTRACTOR'S staff, arising from CONTRACTOR'S use of the parking facilities pursuant to this Agreement, including while entering or exiting the location. District shall provide access to the location specified and allow CONTRACTOR'S staff and Mobile Clinic to enter and exit the location during District business hours.
 7. Provide staff or volunteers to spearhead programmatic efforts at schools.
 8. Provide access to photocopy and/or fax machine for incidental use.
 9. Provide access to restrooms and or breakrooms.
3. **COMPENSATION:** This Agreement is a non-monetary contractual agreement between the parties and is not intended to result in any direct or indirect costs to District, families or students regardless of socioeconomic status. Neither the District nor any student will be asked to pay for Provider's services. Provider reserves the right to seek reimbursement from Medicaid for services provided to covered participants. No participant will be denied service based on their lack of insurance.
4. **SKILLS AND EXPERIENCE:** CONTRACTOR hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this Agreement, and CONTRACTOR acknowledges that SUPERINTENDENT shall rely on such representations by CONTRACTOR. Acceptance by SUPERINTENDENT of the services performed under this Agreement shall not operate as a release of CONTRACTOR from responsibility for such services. To the extent CONTRACTOR assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.
5. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):** CONTRACTOR in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. CONTRACTOR hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. CONTRACTOR further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

All privacy complaints should be referred to:
 Riverside County Office of Education
 Attn: Administrator I
 Contracts and Purchasing Services
 PO Box 868
 Riverside, CA 92502
 (951) 826-6546

6. **INDEPENDENT CONTRACTOR:** With respect to the services to be performed pursuant to this Agreement, CONTRACTOR is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT. Any and all personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all the wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONTRACTOR shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. With respect to the performance of its obligations hereunder, CONTRACTOR is subject to the control or direction of SUPERINTENDENT merely as to the results to be accomplished and not as the means and methods for accomplishing such results. If CONTRACTOR is an entity that does not have a permanent place of business in California or is an individual who does not reside in California, and unless an exception applies, all payments from SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be subject to withholding in accordance with Section 18662 of the California Revenue and Taxation Code and/or other applicable law.
7. **SUBCONTRACT:** CONTRACTOR shall not subcontract the performance of any of the work or services to be performed pursuant to this Agreement without the prior written approval of SUPERINTENDENT. The foregoing shall not be deemed or constructed to require SUPERINTENDENT approval of: (i) agreements of employment between CONTRACTOR and its employees; or (ii) of subcontracts with Parties named in the proposal by CONTRACTOR that resulted in this Agreement.
8. **NON-DISCRIMINATION:** CONTRACTOR shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. CONTRACTOR shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.
9. **INSURANCE:** At all times during the performance of this Agreement, CONTRACTOR shall maintain in force such insurance policies as provide the coverage required by this Agreement. **All insurance policies required by this Agreement, other than Professional Liability, shall name, or be endorsed to name, the Riverside County Superintendent of Schools as additional insured for the purpose of this Agreement.** The Commercial Liability Policy and the Automobile Policy described below must include a waiver by the insurers of any and all subrogation rights against SUPERINTENDENT. In all cases, CONTRACTOR'S insurance shall be primary, and any insurance providing coverage for SUPERINTENDENT, the Riverside County Board of Education, and/or their respective officers, employees and/or agents shall be secondary and non-contributing. Prior to commencing the services required pursuant to this Agreement, CONTRACTOR must provide to SUPERINTENDENT such certificates issued by CONTRACTOR'S insurer(s) as evidence that the insurance policies required by this Agreement are in full force and effect, and CONTRACTOR must provide an updated certificate of insurance to SUPERINTENDENT following each renewal and/or update of such policies. Within fifteen days of any request by SUPERINTENDENT, CONTRACTOR must provide to SUPERINTENDENT a certified copy of any one or more such insurance policies. CONTRACTOR shall have in effect any and all insurance as may be required by applicable law. However, notwithstanding anything to the contrary, CONTRACTOR shall, for purposes of the Agreement, have in effect the following minimum levels of insurance coverage:

- A. **Commercial General Liability:** \$1,000,000 combined single limit, on account of bodily injuries, including death resulting therefrom and property damage resulting from any accident which may arise in the operations of CONTRACTOR in the performance of the work herein provided.
- B. **Automobile Insurance:** Equal to state minimum requirements shall be obtained for each vehicle(s) used in the performance of the Agreement covering any personal or property damage which may arise in or out of the Agreement obligation.
- C. **Workers' Compensation Insurance:** If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of California.
- D. **Professional Liability:** \$1,000,000 including coverage for errors and omissions caused by CONTRACTOR'S negligence in the performance of its duties under this Agreement.

10. **TERMINATION:**

- A. SUPERINTENDENT may terminate this Agreement, in whole or in part, and without need for cause, by giving written notice to CONTRACTOR stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is hundred and eighty days (180) days after receipt of the notice by CONTRACTOR. Upon any termination pursuant to this Paragraph A taking effect, CONTRACTOR shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay CONTRACTOR, in accordance with this Agreement, for all work and services performed prior to termination.
- B. CONTRACTOR shall be in default of its obligations pursuant to this Agreement if CONTRACTOR refuses or fails to comply, or to timely comply, with any one or more of the provisions of this Agreement. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to CONTRACTOR setting forth the nature of the default, the actions that CONTRACTOR must take (if there are any or any are known) in order to cure the default, and the deadline by which CONTRACTOR must cure the default. If CONTRACTOR does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this Agreement, in whole or part, by giving written notice of termination to CONTRACTOR, and the termination shall take place effective immediately upon receipt of such notice. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by CONTRACTOR or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by CONTRACTOR,
- C. SUPERINTENDENT may immediately terminate this Agreement upon the occurrence of any circumstances beyond its control including but not limited to acts of God, acts of terrorism, declared disasters, strikes (except those involving Superintendent's employees or agents), civil disorder, or the implementation of any local, state or federal regulations that make it illegal or impossible for SUPERINTENDENT to fulfill its contractual responsibilities or to recognize the full benefit of this Agreement.

11. **WAIVER:** Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this Agreement shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this Agreement. Each waiver of any provision, requirement, or breach of this Agreement must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

12. **FORCE MAJEURE:**
- A. In the event CONTRACTOR is unable to comply with any provisions of this Agreement due to causes beyond its control such as acts of God, acts of war, civil disorders, and other similar acts, CONTRACTOR shall not be held liable to SUPERINTENDENT for such failure to comply.
 - B. In the event SUPERINTENDENT is unable to comply with any provisions of this Agreement due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to CONTRACTOR for such failure to comply.
13. **INDEMNIFICATION:** CONTRACTOR shall save, defend, and hold harmless and indemnify SUPERINTENDENT, the Riverside County Board of Education, and their respective officers, employees and agents, and each of them, with respect to any and all claims, demands, actions, damages, judgements, costs, expenses, (including, without limitation, attorneys' fees), and other liabilities of whatever kind and nature that arise from the negligence, recklessness or willful misconduct of any person in performing work or services pursuant to this Agreement on behalf of CONTRACTOR, including, without limitation, liabilities attributable to the injury (including death) of any person and/or to the loss or damage of any property. With respect to each act or incident that occurs while this Agreement is in effect, CONTRACTOR'S obligations pursuant to this section shall survive termination of this Agreement.
14. **ASSIGNMENT:** CONTRACTOR shall not assign this Agreement or any of its rights or obligations under this Agreement without prior written consent of SUPERINTENDENT, which consent SUPERINTENDENT may grant, condition or deny at its sole discretion. Any assignment by CONTRACTOR without prior written consent of SUPERINTENDENT shall be void and of no force or effect.
15. **LICENSES/PERMITS:** CONTRACTOR and, as applicable, each of its employees or agents shall secure and maintain in force at all times while this Agreement is in effect such licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services to be provided pursuant to this Agreement.
- A. Attention is directed to the provisions of Business and Professions Code, Division 3, which relates to, among other things, the licensing of certain vocations and professions. CONTRACTOR and, as applicable, the individuals performing the services required by this Agreement must be licensed, if required, in accordance with the Business and Professions Code and other laws of the State of California.
 - B. CONTRACTOR hereby represents that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and CONTRACTOR warrants that it shall maintain such licenses and permits throughout the term of this Agreement.
16. **CONFLICT OF INTEREST:** CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by CONTRACTOR.
17. **DISPUTES:** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent,

capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall in each case proceed diligently with the performance of the Agreement pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.

18. **GOVERNING LAW; VENUE; AND SEVERABILITY:** This Agreement shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this Agreement shall be filed and conducted only in an applicable state or federal court located in the County of Riverside, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.
19. **COMPLIANCE WITH LAWS AND DIRECTIVES:** Without limiting anything else in this Agreement, CONTRACTOR must perform the services required by this Agreement in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. CONTRACTOR shall be responsible for ensuring that each of its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT'S properties fully comply with: (i) all rules, policies or other requirements of SUPERINTENDENT applicable to presence on its property (including, but not limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.
20. **DUE AUTHORITY:** Each person that has signed this Agreement on behalf of a Party hereby represents that he or she has been duly authorized by that Party to sign, and thereby bind that Party to this Agreement.
21. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, or documents incorporated herein, constitutes the entire understanding and agreement between Parties hereto with respect to the subject matter hereof and no prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.
22. **AMENDMENTS:** This Agreement may only be amended in writing by the mutual consent of the Parties hereto, except that SUPERINTENDENT may amend this Agreement to accomplish the below-listed changes:
- A. Administrative changes that do not affect the contractual rights of the Parties.
 - B. Changes as required by law.
23. **CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS:** In accordance with Education Code section 45125.1 and 45125.2, SUPERINTENDENT requires CONTRACTOR to certify that employees of CONTRACTOR who may have contact with pupils have not been convicted of serious or violent felonies as defined by this statute. Compliance with this requirement is a condition of this Agreement, and SUPERINTENDENT reserves the right to terminate this Agreement at any time for noncompliance.
24. **MANDATED REPORTING:** The following provisions are included in this Agreement because SUPERINTENDENT has determined that one or more of the officers, employees and/or agents of CONTRACTOR will be "mandated reporters" pursuant to Section 11165.7 of the Penal Code. In

accordance with the Child Abuse and Neglect Reporting Act (i.e. Penal Code Section 11164-11174.3), mandated reporters must report suspected child abuse or neglect. In accordance with that Act, when the victim is a child (a person under the age of 18) and the perpetrator is any person (including a child), the following types of abuse must be reported by all legally mandated reporters.

- A. Physical abuse (PC 11165.6) described as physical injury inflicted by other than accidental means on a child, or intentionally injuring a child.
- B. Child sexual abuse (PC 11165.1) includes sexual assault or sexual exploitation of anyone under the age of 18. Sexual assault includes sex acts with children, intentional masturbation in the presence of children, and child molestation. Sexual exploitation includes preparing, selling, or distributing pornographic materials involving children in performances involving obscene sexual conduct; and child prostitution.
- C. Willful cruelty or unjustified punishment (PC 11165.3) includes inflicting or permitting unjustifiable physical pain or mental suffering, or the endangerment of the child's person or health. "Mental suffering" in and of itself is not required to be reported; however, it may be reported. Penal Code Section 11166.05 provides that; "Any mandated reporter who has knowledge of or who reasonably suspects that mental suffering has been inflicted upon a child or that his or her emotional well-being is endangered in any other way may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9." (The specified agencies include any police department, sheriff's department, county probation department, if designated by the county to receive mandated reports, or the county welfare department.)
- D. Unlawful corporal punishment or injury (PC 11165.4) described as the willful infliction on a child of cruel or inhuman corporal punishment or injury resulting in a traumatic condition.
- E. Neglect (PC 11165.2) of a child, whether "severe" or "general", must also be reported if the perpetrator is a person responsible for the child's welfare. It includes both acts and omission that harm or threaten to harm the child's health or welfare. "General neglect" means the failure of a caregiver of a child to provide adequate food, clothing, shelter, medical care, or supervision, where no physical injury to the child has occurred. "Severe neglect" means the negligent failure by a caregiver to protect a child from severe malnutrition or medically-diagnosed nonorganic failure to thrive. "Severe neglect" also includes the caregiver willfully causing or permitting a child to be in situations that endanger the child or the child's health, including, among others, the intentional failure of a caregiver to provide adequate food, clothing, shelter, or medical care.
- F. Any of the above types of abuse or neglect occurring in out-of-home care must also be reported (PC 11165.5).

25. **NOTICES:** All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below. Each notice shall be deemed to have been given or served only upon actual receipt by the addressee, and notices may be delivered by one of the following methods: (i) registered or certified United States Mail, postage prepaid by sender and return receipt requested; (ii) FedEx, U.P.S. or other reliable private delivery service, delivery charge paid by sender and signature on delivery receipt required; or (iii) personal delivery, delivery charge paid by sender and signature on delivery receipt required.

SUPERINTENDENT:
Riverside County Office of Education
Contracts and Purchasing Services
3939 Thirteenth Street
Riverside, CA 92501-0868

CONTRACTOR:
Vision to Learn
12100 Wilshire Boulevard, Suite 1275
Los Angeles, CA 90025


By signing this Agreement, CONTRACTOR acknowledges and agrees to the terms and conditions including the following exhibits:

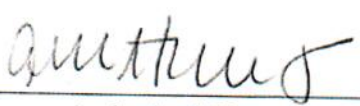
A. **EXHIBIT A-Fingerprint and Criminal Background Check Certification**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as evidenced by the signatures below of their respective duly-authorized representatives.

Riverside County Superintendent of Schools

Vision to Learn

Signed 
Authorized Signature

Signed 
Authorized Signature

Dr. Charles Newman, Assistant Superintendent
Division of Student Programs and Services
Printed Name and Title

Ann Hollister, President
Printed Name and Title

Date 7/24/2021

Date 7/22/21

EXHIBIT A



Division of Administration and Business Services
Operational Support Services

Fingerprint and Criminal Background Check Certification

Instructions: Submit this form and any corresponding documents each time you request a contract for services at a location that serves students, whether or not students are present during the time of services. Superintendent's deputized designee is to complete the form and collect associated documents with a signature from the vendor. Upon contract execution, this document, and any associated names are to be provided to the site manager.

In accordance with the Department of Justice fingerprint and criminal background investigation requirements from the Education Code section 45125.1 et seq.

Please fill out either section A or B, check all appropriate boxes, and sign below

Background Check Requirements Satisfied:

- A. VENDOR hereby certifies to SUPERINTENDENT that it has completed the criminal background check requirements per Education Code section 45125.1 and that none of its employees that may come into contact with SUPERINTENDENT'S students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee Name: Shambria Williams Employee Name: _____

OR Justification of Waiver as Determined Valid by Superintendent's Deputized Representative

Signature: _____ Printed Name: _____ Date: _____

- B. VENDOR qualifies for a waiver of the Department of Justice fingerprint and criminal background investigation for the following reason(s) permitted by the Education Code section 45125.1 et seq.
 - VENDOR and its employees will have NO CONTACT with pupils
 - VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and other factors that substantiate limited contact.) (Education Code 45125.1 (c))
 - VENDOR and its employees will have LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. (Education Code 45125.2 (a)) (Check all the methods to be used)
 - a. Installation of a physical barrier at the worksite to limit contact with students
 - b. Continual supervision and monitoring of all employees of VENDOR by an employee of VENDOR who has not been convicted of a serious or violent felony as ascertained by the Department of Justice
Designated employee name (print): _____
 - c. Surveillance of employees of VENDOR by SUPERINTENDENT'S personnel
 - The services provided by VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health and safety is endangered or when repairs are needed to make school facilities safe and habitable (Education Code 45125.1 (b))

By signing below, under penalty of perjury, I certify that the information contained on this certification form and any attached employee list(s) is accurate. I understand that it is VENDOR'S sole responsibility to maintain, update, and provide SUPERINTENDENT with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized VENDOR Signature:  Printed Name: Shambria Williams

Company Name: Vision To Learn Title: Director of Operations Date: 06/25/2021

Services May Not Begin Until After the Contract is Executed

Contracts and Purchasing Use Only

With respect to Agreement number: MOU1505 between Riverside County Superintendent of Schools, herein referred to as "SUPERINTENDENT" and the company or consultant Vision to Learn, herein referred to as "VENDOR" for provision of services.

Date Submitted: 7.1.2021 Agreement No.: _____

Date(s) of service: 7.1.2021-3.31.2023

FORM NO. 1751 (03/16)

Grant Scoring Review

Grant Staff Review # 1 of 4

Executive Summary: 8

Community Need and Alignment: 10

Goals: 9

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 9

Total Score: 72.00

Reviewer Comments: Vision To Learn has been successful with their mobile vision clinics in Los Angeles Unified School District and other regions. This is VTL's first foray into Riverside County, including the Coachella Valley. Under a (Riverside) County-wide blanket MOU executed by VTL and the Riverside County Superintendent of Schools, Title 1 elementary schools in Palm Springs Unified, Desert Sands Unified, and Coachella Valley Unified School Districts will be receiving the much-needed vision screening clinics to students attending these Title 1 schools. All services to the underserved students are free of charge, including eye glasses, if deemed necessary. Sustainability is important as VTL has some costs covered by Medi-cal reimbursements. .Uncorrected vision problems have many issues and this mobile service fills a large gap for students who desperately need vision correction.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19.5 (2 of 2)

Grant Program Staff Review Stage: 72.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 39 (2 of 2)

Grant Program Staff Review Stage: 289 (4 of 4)

Total average proposal score: 92/100

Grant Scoring Review

Grant Staff Review # 2 of 4

Executive Summary: 9

Community Need and Alignment: 10

Goals: 10

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 8

Key Partners/Collaborations: 10

Total Score: 74.00

Reviewer Comments: Vision to Learn proposed program will make a significant impact in the lives and academic achievement of those students who will be receiving vision exams and glasses free of charge. The mobility of the proposed services will increase the number of students reached at all three school districts. I support funding this proposed grant application.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19.5 (2 of 2)

Grant Program Staff Review Stage: 72.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 39 (2 of 2)

Grant Program Staff Review Stage: 289 (4 of 4)

Total average proposal score: 92/100

Grant Scoring Review

Grant Staff Review # 3 of 4

Executive Summary: 9

Community Need and Alignment: 8

Goals: 9

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 8

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 8

Total Score: 68.00

Reviewer Comments: Vision To Learn has developed a low-cost model to equip children in communities with the vision care and glasses to help them succeed in school and reach educational milestones. Vision to Learn is expanding into the Coachella Valley for the first time by coordinating with elementary schools across all three school districts to provide vision screenings, free eye exams and glasses on-site at a mobile clinic, referrals to local optometrists when needed, and replacement glasses when they are lost or broken. Ultimately, Vision to Learn addresses vision barriers that prevent children from accessing basic vision care by offering their services free and bringing mobile clinics directly to schools. I recommend this grant request as it focuses on expanding access to a specialty care service that has countless long-term benefits to reaching educational milestones. Specifically, it targets our strategy to provide funding support to community organizations who are expanded mobile primary and specialty care services.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19.5 (2 of 2)

Grant Program Staff Review Stage: 72.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 39 (2 of 2)

Grant Program Staff Review Stage: 289 (4 of 4)

Total average proposal score: 92/100

Grant Scoring Review

Grant Staff Review # 4 of 4

Executive Summary: 10

Community Need and Alignment: 10

Goals: 9

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 10

Organizational Sustainability: 9

Budget: 10

Key Partners/Collaborations: 8

Total Score: 75.00

Reviewer Comments: This grant request will expand services to Coachella Valley local school districts utilizing a mobile service format and structure (DHCDF Strategic Goal 2.3) This is a much needed service and will have a long term impact on those served both academically and in terms of social interaction in the school setting. Sustainability will be supported by the additional funders and continued support of the local school districts to maintain access to the students to be tested and as needed receive the appropriate eyewear or referral for specialty vision services.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19.5 (2 of 2)

Grant Program Staff Review Stage: 72.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 39 (2 of 2)

Grant Program Staff Review Stage: 289 (4 of 4)

Total average proposal score: 92/100

Grant Scoring Review

Fiscal Staff Review # 1 of 2

Fiduciary Compliance: 10

Financial Stability: 10

Total Score: 20.00

Reviewer Comments: Fiduciary Compliance

The audit report is unmodified

Current Ratio is very strong (12:1) which represents the grantee's ability to pay it's short-term liabilities

The Net Assets increased by \$9M as of 06/30/21, the Balance Sheet is in good order

Financial Stability

Grantee demonstrates a strong financial position.

Grantee has diversified resources for this project of \$110,000. The District's grant of \$50,000 is well supported by other resources

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19.5 (2 of 2)

Grant Program Staff Review Stage: 72.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 39 (2 of 2)

Grant Program Staff Review Stage: 289 (4 of 4)

Total average proposal score: 92/100

Grant Scoring Review

Fiscal Staff Review # 2 of 2

Fiduciary Compliance: 9

Financial Stability: 10

Total Score: 19.00

Reviewer Comments: Audited financial statements presented to Board (quarterly meetings). Positive cash flow documented for 2021 year (no prior years presented). Ample assets available to address liabilities. Project budget is reasonable and contains multiple funding sources. Strategic plan in plan to expand services and increase funding.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19.5 (2 of 2)

Grant Program Staff Review Stage: 72.25 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 39 (2 of 2)

Grant Program Staff Review Stage: 289 (4 of 4)

Total average proposal score: 92/100



FY 2020-2021: Grant Application Scoring Rubric



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

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

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

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

Recommendation:

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

Grant #1302

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

<u>Project Title</u>	<u>Start/End</u>
Vision To Learn - Palm Springs, Desert Sands and Coachella Valley Unified School Districts	2/01/2022 1/31/2023

PAYMENTS:

(2) Payments: \$22,500.00
10% Retention: \$5,000.00

Total request amount: \$50,000.00

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
2/01/2022		Signed Agreement submitted & accepted.	Advance of \$22,500.00 for time period 2/01/2022 - 7/31/2022
9/01/2022		1 st six-month (2/01/2022 - 7/31/2022) progress report, budget reports and receipts submitted & accepted	Advance of \$22,500.00 for time period 8/01/2022 - 1/31/2023
3/01/2023		2 nd six-month (8/01/2022 - 1/31/2023) progress report, budget reports and receipts submitted & accepted	\$0
3/15/2023		Final report (2/01/2022 - 1/31/2023) and final budget report submitted & accepted	\$5,000.00 (10% retention)

TOTAL GRANT AMOUNT: \$50,000.00

DELIVERABLES:

Program/Project Goals and Evaluation

<p>Goal #1: By February 2023, a total of 880 students attending Coachella, Palm Springs and/or Desert Sands school districts would have received a eye exam, following a failed vision screening.</p> <p>VTL estimates the number of students to be served by the most current elementary student population numbers (5,500). In the past we have estimated those numbers to be about 20% (1,100) will fail and 80% (880) of those will require glasses.</p>	<p>Evaluation #1:</p> <ul style="list-style-type: none"> - Vision To Learn will garner MOUs with the three school districts - Vision To Learn staff and/or Rotary volunteers will screen students' vision and refer those who fail an eye chart exam to VTL's mobile clinic. - Provide free eye exams for 880 referred students - All eye exams will be recorded in Vision To Learn's electronic medical records (EMR) database
<p>Goal #2: By February 2023, an estimated 704 students (~80% of those examined) attending Coachella, Palm Springs and/or Desert Sands school districts would have been prescribed glasses, and provided a new pair of glasses with frames they picked out themselves.</p>	<p>Evaluation #2:</p> <ul style="list-style-type: none"> - Prescribe, provide and fit with glasses all children with diagnosed need. - All prescriptions and glasses are recorded in Vision To Learn's EMR.
<p>Goal #3: For up to one year following students' Vision To Learn eye exam, any lost, stolen or broken glasses would be replaced free of charge.</p>	<p>Evaluation #3:</p> <ul style="list-style-type: none"> - Vision To Learn will communicate this opportunity to school nurses and parents verbally and via hand-outs with contact information. - Vision To Learn will replace any pair of lost, stolen or broken glasses via a reorder from our vendor, Warby Parker. - All glasses replacements will be recorded in VTL's EMR - Currently, about 10% of those children who receive glasses have been provided replacement glasses.
<p>Goal #4: Follow-up/Referrals of Students to Specialists</p>	<p>Evaluation #4:</p> <ul style="list-style-type: none"> - Vision To Learn optometrists attempt to call the

<p>Vision To Learn tracks exam results for every student in our Electronic Medical Record (EMR) system. Program-wide our doctors refer 10% of students for more comprehensive care with local optometrists and ophthalmologists.</p>	<p>parent or guardian of every child (up to 2-3 times) that has been referred to encourage the family to schedule an appointment with a local eyecare professional. We provide the family a list of local doctors who accept Medi-Cal and also have Spanish-speaking staff available to assist with these calls. We are unable to track whether or not the family actually seeks the care (HIPAA laws make this difficult) but we do find that families frequently return to have the glasses prescription filled by Vision To Learn that has been prescribed by the local doctor.</p> <p>- we can track referral numbers from our EMR system by school, district and region and are happy to share with Desert Healthcare District and Foundation.</p>
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Date: 1/25/2022

To: Board of Directors

Subject: Grant #1303 CSUSB Philanthropic Foundation

Grant Request: Nursing Street Medicine Program

Amount Requested: \$54,056.00

Project Period: 2/1/2022 to 1/31/2023

Project Description and Use of District Funds:

The CSUSB Nursing Street Medicine program is led and facilitated by the Department of Nursing, College of Natural Sciences Professor, Dr. Diane Vines and includes a number of collaborative partnerships with local agencies. The Program goals are to provide healthcare services to vulnerable populations in geographically targeted areas and to offers nursing students a unique opportunity to seek experience outside of the traditional clinic/hospital setting. Specially, the program helps nursing students increase collaborative/engagement efforts with local nonprofits, extend time spent serving Coachella Valley residents, strengthen networking opportunities, and expand quality, well-rounded learning experiences.

By providing street medicine, the program is working to reduce the number of persons who are unable to obtain or delay in obtaining necessary medical care and reduce non-urgent emergency department use. The nursing students work to complete clinical experience or volunteer credits by providing vital signs, blood glucose, wound care, triage, medication and chronic disease management, physical and behavioral health assessments, referrals, preventive care and education. It allows nursing students to gather clinical experience by creating opportunities to be directly embedded into the community and reach vulnerable residents that lack appropriate access to healthcare. The Nursing Street Medicine Program aligns with the District's strategic goal of increasing the number of clinics and needed programs in geographically-targeted markets and the days and hours that they operate by expanding their street medicine sites to additional locations throughout Coachella Valley and providing care outside of traditional business hours when possible.



The District funds will support three faculty members that will supervise the nursing students at each street medicine site, stipends for nursing students, and supplies needed to offer direct patient care at their street medicine sites.

Strategic Plan Alignment:

2.2 Provide funding to support an increase in the number of clinics and needed programs in geographically-targeted markets and the days and hours that they operate.

Geographic Area(s) Served:

Cathedral City; Coachella; Desert Hot Springs; Indio; Mecca; Palm Springs; Thermal

Action by Program Committee: (Please select one)

✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$54,056.00 be approved.

Recommendation with modifications

Deny

Full Grant Application Summary

CSUSB Philanthropic Foundation, Grant #1303

About the Organization

CSUSB Philanthropic Foundation

5500 University Parkway

San Bernardino, CA 92407

<http://https://www.csusb.edu/advancement/philanthropic-foundation>

Primary Contact:

Robert Nava

Tel: (909) 537-5004

rjnav@csusb.edu

Historical (approved Requests)

Program/Project Information

Project Title: Nursing Street Medicine Program

Start Date: 2/1/2022 **End Date:** 1/31/2023

Term: 12 months

Total Project Budget: \$222,382

Requested Amount: \$54,056

Executive Summary:

Grant funding would support nursing students and faculty of the California State University San Bernardino (CSUSB) Palm Desert Campus to provide healthcare services with community partners to the homeless and unsheltered people in the Coachella Valley. The nursing students offer healthcare services while fulfilling clinical hours and service-learning requirements to complete their degrees.

The CSUSB Nursing Street Medicine program is led and facilitated by the Department of Nursing, College of Natural Sciences Professor, Dr. Diane Vines and includes a number of collaborative partnerships with local agencies. The Program goals are to provide healthcare services to the homeless and educate nursing students to work with the homeless and vulnerable populations through working with other entities that provide healthcare and social services to these populations.

The CSUSB department of nursing students provide vital signs, blood glucose, wound care, triage, health assessments, medication management, preventive healthcare and education, case management, and assistance to the medical staff. Nursing students will also participate in foot wash clinics.

The CSUSB graduates BSN students biannually, making them eligible to apply for the California public health nursing certificate. Often our graduates work and live within the Coachella Valley. These very students develop into the highly qualified, educated, and trained workforce who will be providing healthcare to our community. The CSUSB

Nursing Street Medicine Program in conjunction with our collaborative partners provides healthcare services to hundreds of people each year.

The objectives of the program are:

- To provide healthcare to homeless and housing unstable persons in the Coachella Valley; and
- To engage CSUSB PDC nursing students at all degree levels in clinical healthcare activities as well as to provide student community volunteer opportunities to work with and empathize with this vulnerable population.

The grant funds will be used to support: the Director's salary; faculty oversight and supervision of CSUSB students volunteers; compensation for the nursing student assistants who help operate the nurse clinics, maintain the supplies, enter data for program evaluation; log supplies needed to conduct the nurse clinics; and pay for the program evaluator.

Program/project Background and Community Need:

From August 2020 to July 2021, the NSMP provided care to 2,491 contacts in the Coachella Valley, with a high rate of medical services provided to special populations as outlined in the Community Health Needs Assessment report. The nurse clinics often treat people of color, veterans, seniors, farmworkers, disabled persons and children in need in the cities reported as medically underserved. The NSMP increases access to healthcare by serving the sheltered and unsheltered marginalized and often homeless population in the Coachella Valley through nurse clinics and other outreach programs with the goal of improving the well-being of people, providing preventive services, treating chronic diseases/medication management in addition to making referrals for follow up care. With access to the nursing clinics the program is decreasing emergency room visits and the impact to acute care facilities. The Street Medicine team delivers a valuable service at no-cost to those most economically in need of basic necessities.

The NSMP is educating and increasing the number of registered nurses in the valley who have experience engaging vulnerable populations. As collaborative partners in the community, the CSUSB Palm Desert Campus, Department of Nursing is creating and contributing to an educated healthcare workforce.

Strategic Plan Alignment:

2.2 Provide funding to support an increase in the number of clinics and needed programs in geographically-targeted markets and the days and hours that they operate.

Program/project description:

The NSMP nursing clinics are held at shelters and free food program locations, homeless encampments and at cooling/warming centers. Funding from this proposal will strengthen multiple areas addressed in the Community Health Needs Assessment report including the college-going rate for Bachelor's degree attainment. CSUSB Palm Desert Campus is the only public 4-year higher education institution in the Coachella Valley and in the past 5 years have awarded 1,190 Bachelor's degrees and 12 – RN-to-BSN degrees.

This grant will support: faculty supervision of CSUSB PDC nursing students; provide support for a faculty member to build collaborative partnerships; stipends for four nursing students: two will work with CVVIM nurse practitioner at homeless outreach and farm worker settings in the East valley and two students will work with the West valley partners. The NSMP will continue to strengthen nurse and nursing student engagement in healthcare efforts to increase access to care in the Coachella Valley. Working with the NSMP, the CSUSB PDC Department of Nursing students will provide vital signs, blood glucose, wound care, triage, medication and chronic disease management, physical and behavioral health assessments, referrals, preventive care and education, and assist medical staff while working to complete clinical hour requirements for course credit or volunteer hours.

The Nursing Street Medicine Program aligns with the District’s strategic goal **2.2 Provide funding to support an increase in the number of clinics and needed programs in geographically-targeted markets and the days and hours that they operate**. The primary goal of NSMP is to provide healthcare services/nurse clinics to vulnerable populations in the District by delivering services with our partners through nurse clinics in various Coachella Valley locations where families and persons in need reside or frequent. The services are provided at various times including Tuesday evenings and Saturdays. The NSMP is meeting a human services need in the community and increases the number of clinics targeting the areas identified as medically underserved: Indio, Coachella, Mecca, and Desert Hot Springs per the 2020 Community Health Needs Assessment of the Coachella Valley. More recently Palm Springs area has been identified as an area of need. The NSMP serves this community also.

Description of the target population (s):

Services will benefit the sheltered and unsheltered homeless populations in the Coachella Valley, including veterans, seniors, mentally ill people, substance users, uninsured and underinsured, migrant workers, persons of color, and bilingual people. The NSMP treats all persons in need and is compassionate in giving care to others in need.

Geographic Area(s) Served:

Cathedral City; Coachella; Desert Hot Springs; Indio; Mecca; Palm Springs; Thermal

Age Group:

(18-24) Youth
(25-64) Adults

Total Number of District Residents Served:

100

Program/Project Goals and Evaluation

<p>Goal #1: To provide healthcare services to 100 individuals and 300 contacts (contacts may</p>	<p>Evaluation #1: Quantitative The program will collect, analyze and report</p>
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<p>be duplicated individuals) through nurse and medical clinics serving the homeless, unsheltered and vulnerable populations in the Coachella Valley, additionally assisting with COVID-19 testing, education and immunizations services, and divert people from using the ER for primary care and non-urgent issues by January 31, 2023.</p>	<p>data about patients served. Demographic information will include: Age; Gender; Race/ethnicity; Veteran status; Insurance status; Use of ER for primary care provider/usual place of care, ER diversion; Reason for being seen and services provided; Referrals; Other locations; Dates; Community Partners; Number of students involved; administration of Flu immunizations and COVID Vaccinations.</p>
<p>Goal #2: To build capacity by engaging and building empathy for vulnerable populations in 32 CSUSB PDC BSN nursing students, one nursing graduate student and four nursing student assistants in the Street Medicine Program activities for course credit or volunteer hours by January 31, 2023.</p>	<p>Evaluation #2: Quantitative The program will report on the number of BSN nursing students, the credentials of the graduate student and the four nursing student assistants involved and the dates, locations of service and whether the student is participating for volunteer hours or course credit. The program will report on the total number of hours worked by the nursing assistants. Qualitative The program will survey nursing students in their sophomore year and again in their senior year and compare the results before and after they participate in the Street Medicine Program, utilizing the internationally recognized survey tool. Health Professional's Attitude Toward the Homeless Inventory.</p>
<p>Goal #3: The program will monitor and track Street Medicine progress toward the development of additional collaborative partnerships and efforts to replicate the program reporting the new partner names and MOU agreements of two new partnerships by January 31, 2023.</p>	<p>Evaluation #3: Quantitative The Program will present the programmatic work accomplished by the Street Medicine clinics at one national conference and two regional conferences by January 31, 2023. The program will report on one replication of the Street Medicine program by January 31, 2023. Qualitative The program will include ten testimonials from patients or agencies about the services</p>

	provided by the nursing faculty and students. The Program will report on the number of faculty involved in the Program.
Goal #4: N/A	Evaluation #4: N/A
Goal #5: N/A	Evaluation #5: N/A

Proposed Program / Project Evaluation Plan

The Program nursing students complete intake/contact forms on the clients before the person is seen by a provider. Data collection will assess, to the extent possible, the number of times the program is able to divert patients from emergency room and hospital visits. The analysis will also include some process evaluation that would track numbers of individuals served, the extent to which participants were referred to other social services, and the reason for the referral. The Program collects the forms, de-identifies the information so people are not recognized by name, analyzes the data for use by the partners and for possible future publications, presentations, and funding requests. This proposal would support these activities.

Organizational Capacity and Sustainability

Organizational Capacity

The proposal includes funding for the nursing faculty Director, nursing faculty supervision, nursing student assistants, and supplies for the nurse clinics. The Director works with partners to expand the street medicine activities including planning, strategic meetings, assisting with outcome analysis, supervision of the nurse faculty and nursing student assistants to ensure appropriate implementation. The Director reports to the Chair of the Department of Nursing.

The nursing students assistants serve in the street medicine activities, manage clinic supplies, and coordinate with the campus Coyote nursing student association. The nursing student assistants are well-oriented and are sufficiently advanced in the nursing program to possess skills required to serve in the clinics.

If the activity is for clinical course credit, the campus pays the salary for the faculty supervisor. The campus provides human resources, payroll, accounting, and other support services.

The DPMG partnership involves serving the clients at the Well in the Desert free lunch programs. The United Methodist Church collaboration, serves healthcare under Highway 86 overpass during a free breakfast. The CVRM, works with the Program providing services in the main facility and in the annex. At Martha’s Village and Kitchen the nursing students serve homeless people at the access center.

Organizational Sustainability:

The Nursing Street Medicine Program is part of the Department of Nursing in the College of Natural Sciences. Both the Department Chair, Terese Burch, and the Dean, Sastry Pantula, are supportive as the Dean has allocated \$85,000 of departmental funds for the Program. The CSUSB Auxiliary Services administers the Program and remains committed to the Program. The Program has been highlighted in numerous campus and local media. The Chancellor’s Office of the California State University

system with over 300,000 students honored one of the nursing student assistants for her work with the Program and refers potential collaborators to the Program.

Diversity, Equity, and Inclusion

How is diversity, equity, and inclusion addressed?

In our commitment to furthering knowledge and fulfilling our educational mission, California State University, San Bernardino promotes a campus climate that welcomes, celebrates, and respects the entire variety of human experience. We are committed to diversity, welcome people from all backgrounds and seek to include knowledge and values from many cultures in the curriculum and extra-curricular life of the campus community. We work toward an environment that values diversity where we create, promote, and maintain activities and programs which further understanding of individual and group diversity. We have developed and communicated policies to promote values which discourage intolerance and discrimination. The concept and dimensions of diversity are to be advanced and incorporated into every aspect of university activity, including board and executive staff levels and all other areas of university endeavors.

CSUSB received its distinction as a Hispanic-Serving Institution (HSI) in 1994 and has maintained that distinction ever since. HSI are defined under the Higher Education Act (HEA) as colleges or universities where at least 25 percent of the undergraduate, full-time enrollment is Hispanic; and at least half of the institution's degree-seeking students must be low-income serving the CSUSB mission to expand and enhance educational opportunities for all students.

What is preventing the organization from addressing diversity, equity, and inclusion?

DEI policies are in place as stated above.

Partnerships:

Key Partners:

Our collaborative partners are the Desert Regional Medical Center (DRMC) Family Medicine Residency Program, along with Well in the Desert free lunch programs at local churches, nursing street medicine clinics are held where clothing and hygiene products are distributed and foot wash clinics are conducted. The Desert Regional Family Medicine Residency (DRMC) program conducts a street medicine clinic every other Friday at Our Lady of Guadalupe Church in Palm Springs during the Well in the Desert free lunch program. The medical residents and faculty see homeless people and persons who are in unstable housing situations after they are screened by the volunteer nursing students and faculty. The CSUSB PDC nursing students take vital signs, conduct appropriate testing such as blood glucose, and complete sections of the client intake form. This pre-screening allows the medical residents to see more clients in an efficient manner.

Coachella Valley Volunteers in Medicine (CVVIM) homeless outreach program, students go out with the team of professionals including medical residents, nurses, nurse practitioner, psychologist and social workers to encampments to provide healthcare to the homeless. The Indio United Methodist Church (UMC), supplies a hot

breakfast one Saturday a month under the Highway 86 overpass in Coachella. At the breakfast, the Nursing Street Medicine Program conducts a nurse clinic, distributes hygiene products, clothing and shoes. The Coachella Valley Rescue Mission (CVRM) the nursing faculty and students provide a nurse clinic and foot washes every week in the semester for clinical course credit in their community public health course to homeless people sheltered at CVRM. Offering foot washes to homeless people sheltered at CVRM. We also hope to expand the clinical experience at CVRM to include work with the dental van and the mobile shower units. The Program provides services at Martha's Village and Kitchen Access Center.

**Line Item Budget
 Operational Costs**

PROGRAM OPERATIONS		Total Program/Project Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Costs Detail on sheet 2		212,008	184,542	\$ 48,482.00
Equipment (itemize)				
	1			\$ -
	2			\$ -
	3			\$ -
	4			\$ -
Supplies (itemize)				
	1	Street Med Supplies	3,000	\$ 3,000.00
	2			\$ -
	3			\$ -
	4			\$ -
Printing/Duplication				
Mailing/Postage				
Faculty/Student Travel/Mileage				
Education/Training				
Office/Rent/Mortgage				
Telephone/Fax/Internet				
Utilities				
Insurance				
Other facility costs not described above (itemize)				
In-direct cost	1	CSUSB Philanthropic Fee	2,574	\$ 2,574.00
	2			\$ -
	3			\$ -
	4			\$ -
Other program costs not described above (itemize)				
	1	Evaluator (salary additional hours up to 60 hrs.)	4,800	
	2			\$ -
	3			\$ -
	4			\$ -
Total Program Budget		222,382	184,542	\$ 54,056.00
Budget Narrative	Fully describe items above in this cell. You may insert rows or create additional worksheets if more space is needed to fully describe your budget.			
	Supplies are budget at \$3,000 for Street Medicine Program. Supplies description: glucometer/supplies, hand sanitizer, gloves, BP cuffs, Sharps container, face masks, condoms, ointments, pregnancy tests, bandages, tape, scissors, Ace bandages, gauze, alcohol swabs, otoscopes, thermometers, PPE, socks for foot care, lotion for dry cracked skin, sunscreen. In-direct cost: CSUSB Philanthropic Fee of 5% is assessed on all gifts administered by the Foundation. This fee may change through CSUSB's policies and procedures as they exist from time to time.			

**Line Item Budget
 Staffing Costs**

Staff Salaries		Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
Employee Position/Title					
1	Street Med/Nursing faculty West Valley location	16,640	7.5%- 3 hrs/wk	9,360	10,283
2	CVVIM / RN faculty to supervise nsg. students	12,480	7.5%- 3 hrs/wk	9,360	10,283
3	NSMP Director /PI, Dr. Diane Vines	12,480	7.5%- 3 hrs/wk	9,360	10,283
4	Student Assistants Stipends (4)	21,840	17.5% - 7 hrs/wk	16,380	17,633
5					
6					
7					
Subtotals		63,440		44,460	
Total Employee Benefits		0	0	4,022	
Enter this amount in Section 1; Staffing Costs				Total >	\$48,482.00
Budget Narrative	<p>Please describe in detail the scope of work and duties for each employee on this grant.</p> <p>The three nursing faculty members will supervise the nursing students at each street medicine site. Faculty and students provide clients with triage and treatments such as: vital signs, blood glucose, wound care, triage and referrals, health assessments, medication management, preventive healthcare and education, case management, chronic disease management, pre-screening and post-results for the pandemic and flu shots. The PI coordinates plans for program expansion and replication and oversees program evaluation. The nursing student assistants will participate in the street medicine activities, collect data for reporting and recruit and orient student nursing volunteers.</p>				
Budget Narrative	<p>Please describe in detail the employee benefits including the percentage and salary used for calculation.</p> <p>Calculation of time percentage is based on a 40 hr week. The nursing faculty are budgeted at \$80 per hour for 39 weeks per year with fringe rate of 9.86%. The four nursing student assistants stipends are paid at \$15 per hour for 39 weeks per year with fringe rate of 7.65% according to the CSUSB student assistant pay rates.</p>				
Professional Services / Consultants	Hourly Rate	Hours/Week	Monthly Fee	Fees Paid by DHCD Grant	
Company and Staff Title					
*1	Evaluator	\$80.00	60 hrs	\$4,800.00	0
2					
3					
4					
5					
Enter this amount in Section 1; Staffing Costs				Total >	0
Budget Narrative	<p>Please describe in detail the scope of work for each professional service/consultant on this grant.</p> <p>The nursing faculty will establish standards for the Street Medicine program, recruit and orient all students and volunteers, supervise the nursing activities, work with the doctors and medical residents and other team members, purchase and resupply equipment bags, document all activities, and analyze patient information/data for reporting. The nurse involved in partnership development will recruit new partnerships and sites, develop contracts with these sites, engage with homeless service providers and advocates and policy makers. The Evaluator will be a CSUSB faculty researcher who will work with the nursing faculty and students to provide data collection, program evaluation and recommendations for improvement. This evaluator will be hired as funding is secured. *Evaluator annual hours will likely be up to 60 hours with total budget cost of \$4,800.</p>				

CSUSB Philanthropic Foundation
 Department of Nursing
 Street Medicine program

**Line Item Budget
 Other funds**

Other funding received (actual or projected) SPECIFIC to this program/project			Amount
Paid by Institution	1	Two Clinical Faculty / Two semesters/32 weeks, 90 hours per semester: 120 hours total	24,400
Fees			
Donations			
Grants (List Organizations)			
Actual	1	Verizon Foundation - COVID Emergency Fund	38,000
Actual	2	Health to Hope - program funds	26,283
Fundraising (describe nature of fundraiser)			
	1		
	2		
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)			
Institutional	1	College of Natural Sciences - Nursing Dept. Funds	85,000
Gift in kind	2	Bank of America / PPE supplies	\$9,347
Gift in kind	3	Bank of America /PPE supplies	\$1,512
	4		
Total funding in addition to DHCD request			\$184,542.00
Budget Narrative	Describe program/project income listed above. Note whether income is "projected" or actual.		
	Two CSUSB Faculty time/hours attributed to the Nursing Street Medicine Program allocated rate of \$6,100 per semester / two semesters paid by CSUSB. Awarded - Health to Hope grant to support Nursing Street Medicine program and supplies. Awarded - Verizon Foundation/COVID Emergency Fund to support Nursing Street Medicine Program. Awarded - CNS/Nursing Dept. funds institutional support.		



 Procurement and Contracts

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
NURSE EDUCATION AFFILIATION AGREEMENT
CSUSB-20-0050**

This Agreement ("Agreement") is entered into by and between the State of California acting in its higher education capacity through the Trustees of the California State University on behalf of **CALIFORNIA UNIVERSITY, SAN BERNARDINO** (hereinafter "University") and **COACHELLA VALLEY RESCUE MISSION, INDIO, CA.**, (hereinafter "Affiliate"), each with an address and contact person as specified below. University and Affiliate may be referred to herein either collectively as the "Parties" or singularly as a "Party."

WHEREAS, University is an institution of higher learning authorized pursuant to California law to offer fully accredited nurse education programs ("Program" or "Programs" herein), and such program(s) require(s) placement and supervision of students who are enrolled in a University Program ("Student" or "Students" herein) for the purpose of providing Students with clinical and/or relevant experience which is necessary to fulfill Program requirements; and

WHEREAS, Affiliate operates facilities and employs personnel which conform to the Commission on Collegiate Nursing Education and are appropriate for the purposes herein expressed to meet the requirements of the Program or Programs identified below; and

WHEREAS, the purpose of this Agreement is intended to provide mutual benefit to the Parties and to set forth the terms and conditions pursuant to which the Parties will institute the Programs at locations under the jurisdiction of the Affiliate;

NOW, THEREFORE, it is mutually agreed between University and Affiliate as follows:

- I. **NURSING PROGRAM(S) INCLUDED:** (indicates potential placements) The programs identified with "yes" below are included for potential placements with Affiliate.

909.537.5142 • 909.537.5903 • www.csusb.edu/procurement
5500 UNIVERSITY PARKWAY, SAN BERNARDINO, CA 92407-2393

The California State University • Bakersfield • Channel Islands • Chico • Dominguez Hills • East Bay • Fresno • Fullerton • Humboldt • Long Beach • Los Angeles
Maritime Academy • Monterey Bay • Northridge • Pomona • Sacramento • San Bernardino • San Diego • San Francisco • San Jose • San Luis Obispo • San Marcos • Sonoma • Stanislaus

Incl.	Hospital/Clinical Setting	Incl.	Other Setting
	Medical Nursing		School Health Nursing
	Surgical Nursing (nursing unit, pre-op, OR, etc.		Rehab. (acute, chronic, skilled)
	Obstetrical Nursing		Home Health (adult, family, peds)
	Pediatric Nursing		Diagnostic Laboratories
	Outpatient Nursing		Mental Health Nursing
	Prison Nursing		Chemical Dependency Treatment
	Specialty-Nursing		Long Term Care
	Nursing Leadership Roles	X	Community-Health/Public Health

II. **NOTICES.** The Parties agree to send all notices required hereunder to the respective address below, with postage prepaid via traceable means including delivery confirmation, unless otherwise permitted herein.

UNIVERSITY:

CSU San Bernardino
 Attn: Procurement and Contract Serv.
 5500 University Pkwy, Sierra Hall
 San Bernardino, CA 92407

Affiliate

NAME: Coachella Valley Rescue Mission
 Attn: Thomas Sampson
 ADDR: 47-470 Van Buren
 CITY, ST, ZIP: Indio, CA 92201

III. **TERM AND TERMINATION.** This Agreement shall be in effect from 7-01-2020 through 06/30/2025 ("TERM") upon receipt of a fully-signed agreement and subsequent validation by University. Once validated by University, this Agreement shall replace any and all previous agreement(s) between the parties for nursing student placements valid during the TERM indicated. Any previous agreements in effect for nursing student placements are deemed to terminate upon commencement of this Agreement. Furthermore, this Agreement may be terminated at any time by written mutual agreement or upon thirty (30) days' advance written notice by one Party to the other, PROVIDED, HOWEVER, that in no event shall any termination take effect with respect to any active Student placement with Affiliate. In the event that termination of this Agreement would affect any active Student placement, such Student(s) shall be permitted to complete the placement assignment with Affiliate under the terms of this Agreement for the quarter/semester during which termination of the Agreement occurred.

IV. **NO EMPLOYMENT OR AGENCY RELATIONSHIP CREATED.**

1. The Parties hereto acknowledge that Students are in attendance with Affiliate solely to obtain clinical and/or relevant experience as part of an academic program for educational purposes; however, Students are considered members of Affiliate's "workforce" for purposes of HIPAA compliance.
2. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the Parties, hence, neither party shall have the authority to bind the other Party for any purpose.
3. Students are not considered employees of the Affiliate for any purpose and shall not receive any remuneration for their services and/or time under this Agreement. Therefore, any Student(s) assigned by University to a location under Affiliate jurisdiction shall have no claim under this Agreement against Affiliate in regards to personal expenses of any kind nor fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers' compensation benefits (except as provided for herein), or social security contributions.
4. Students are not employees, volunteers, or agents of University with respect to their participation under this Agreement. Students assigned under this Agreement shall have no claim under this Agreement against University in regards to personal expenses of any kind nor fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers' compensation benefits, or social security contributions.
5. It is the responsibility of both University and Affiliate to provide notice to Students of the provisions of this Section.
6. The provisions of this Section shall survive the termination or expiration of this Agreement.

V. **AFFIRMATIVE ACTION AND NON-DISCRIMINATION.** The Parties agree that all Students receiving training with Affiliate pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, in addition to any other legally protected status.

VI. **Confidentiality of Medical Records (HIPAA).** All Affiliate's medical records and charts created in connection with Program shall be and shall remain the property of the Affiliate. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Students shall be considered to be members of Learning Site's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of clinical training at Affiliate Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Affiliate's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Affiliate's HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a "business associate" of Affiliate under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on

behalf of Affiliate. There will be no exchange of individually identifiable protected health information between University and Affiliate.

VII. ASSIGNMENT. Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

VIII. GOVERNING LAW. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IX. INDEMNIFICATION.

A. University agrees to defend all claims of loss, indemnify, and hold harmless Affiliate and its officers, employees, agents, and volunteers from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of University or its officers, employees, agents, and volunteers in the performance of this Agreement.

B. Affiliate agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, San Bernardino, and their officers, employees, agents, and volunteers from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of Affiliate or its officers, employees, agents, and volunteers in the performance of this Agreement.

X. DISPUTE RESOLUTION. The Parties agree that in the event of a dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties. In the event that legal action is pursued, the prevailing Party shall be entitled to recovery from the losing Party the prevailing Party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as permitted by law.

XI. INSURANCE.

A. University Insurance. This statement is provided for information only and does not constitute an

agreement, express or implied, for the University to maintain or provide insurance. Affiliate is not insured under any University insurance. The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

- B. Affiliate Insurance. Affiliate shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A, VII or better by AM Best or supplied by a qualified program of self-insurance. Affiliate shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Affiliate shall provide University with evidence of the insurance coverage required by this paragraph upon request. Affiliate shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

XII. GENERAL REQUIREMENTS.

A. SHARED RESPONSIBILITIES

1. Patient Confidentiality. Both University and Affiliate acknowledge the following and agree to ensure that Students are advised of the requirements pertaining to confidentiality of patient information in accordance to state and federal laws, including the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations. No student and/or faculty shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practicum experience;
2. Provisions for continuing communication between the facility and the program. There shall be continuing communication between the Affiliate and the Program. The starting date, length of each program training period, and the maximum number of Students who may participate in the Program during each training period shall be mutually agreed upon in writing, including electronic mail, by University's Department of Nursing

representatives and Affiliate's representative at least thirty (30) days before the training period begins.

B. UNIVERSITY and PROGRAM RESPONSIBILITIES.

1. Program Responsibility. Program shall develop the curriculum and shall be responsible for offering health care education as approved by accreditation bodies.

- a. Schedule of Assignments. Program shall notify Affiliate's designated liaison of student assignments, including the name of the students, level of academic preparation, and dates, times, and length of proposed clinical experience.
- b. Orientation Program. Program shall provide orientation to all students to ensure that all students they receive clinical instruction necessary prior to the clinical experience.
- c. Records. Program shall maintain all students and faculty records including, health, non-health requirements, and evaluation documents.
- d. Discipline. Program shall be responsible for counseling, controlling, and disciplining students.
- e. Health Clearance. Program shall inform students of the students' need to comply with Affiliate's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Also, Program, shall inform students of the students' need to comply with Affiliate's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.
- f. Students' Clinical Experience. Students are not employees or agents of the Program or the Affiliate and shall receive no compensation for their participation in the clinical experience.
- g. Description of Faculty responsibilities. The Program will provide a list of faculty responsibilities to the Affiliate prior to the beginning of the clinical experience.
 - i. Faculty is responsible for providing instructions to all students and is responsible for evaluating students in the clinical area, unless during a precepted clinical rotation when a designated affiliate's registered nurse works one-on-one with a student. Otherwise, students provide services to Affiliate's patients only under the direct supervision of the Program faculty and/or Affiliate's professional staff.

2. Student Responsibilities. Program shall notify students that they are responsible for:

- a. Complying with Affiliate's clinical and administrative policies, procedures, rules, and regulations, including requirements for a clear background check, negative drug screen, and all health requirements as prescribed by the Affiliate;
- b. Arranging for their own transportation to and from the clinical site.
- c. Complying with Affiliate's dress code including the use of name badges to identify them as students;
- d. Attending an orientation provided by the Program and/or Affiliate.

C. AFFILIATE'S RESPONSIBILITIES.

- 1.. **Clinical Experience.** Affiliate shall accept from Program the mutually agreed-upon number of students and shall provide the students with appropriate availability of learning experience related to program objectives.
2. **Implementation of Clinical Experience.** Affiliate will assist in the planning and implementation of the clinical experience at the Affiliate's site.
3. **Orientation** Affiliate shall provide an orientation for the Program students and faculty prior to the beginning of every term.
4. **Access to Facilities.** Affiliate shall permit Program students and faculty access to Affiliate facilities as appropriate clinical experience.
5. **Evaluations.** Affiliate staff shall provide input on student performance.
6. **Withdrawal of Students.** Affiliate may request removal of Program's student and/or faculty when deem not complying with clinical site rules, regulations, policies and procedures. Affiliate must provide the Program administrators a written notice within 24 hours of the event.
7. **Emergency Health Care/First Aid.** Affiliate shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Any emergency health care or first aid provided by Affiliate shall be billed to the student at Affiliate's normal billing rate for private-pay patients. Except as provided in this paragraph, Affiliate shall have no obligation to furnish medical or surgical care to any student.
8. **Student Supervision.** Affiliate shall ensure that staffing is adequate in number and quality to ensure safe continuous health care services to the patients. In the absence of University faculty, Affiliate shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Affiliate's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall train (students train vs. work), perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their University faculty and/or Affiliate-designated supervisors. Affiliate should not include students and faculty as part of staffing ratios.
9. **Distinguish Staff in Authority** Affiliate must specify to Program and students the responsibilities and authority of the Affiliate's staff related to the students' educational experience.
10. **Affiliate's Confidentiality Policies.** As trainees, students shall be considered members of Affiliate's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Affiliate's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Affiliate shall provide students with substantially the same training that it provides to its regular employees.

XIII. ENTIRE AGREEMENT AND AUTHORIZATION

This Agreement contains the entire agreement between the Parties regarding the subject matter herein. No other agreements, whether written or oral in nature, shall have any effect on the subject matter herein. The Parties agree that this Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The Parties further agree that these counterparts may be executed by facsimile, exchange of scanned signatures, or by secure electronic signature methods and each shall be deemed acceptable by the Parties unless otherwise indicated in correspondence between them.

By signing below, each of the following represents that s/he has authority to authorize this Agreement, ref. no. CSUSB-20-0050, and to bind the Party on whose behalf the signature is made.

CALIFORNIA STATE UNIVERSITY,
SAN BERNARDINO

By:



Name: Robert Mente

Title: Interim Manager, Procurement and
Contract Services

Date:

2-18-2020

Coachella Valley Rescue Mission
Indio, CA

By:



Name:

Thomas Sampson

Title:

Program Director

Date:

5/11/2020

CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
5500 University Parkway
San Bernardino, CA 92407

NURSE EDUCATION AGREEMENT

THIS AGREEMENT, made and entered into this **14th day of December, 2017**, pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "TRUSTEES", on behalf of CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO, and the PALM DESERT CAMPUS, PALM DESERT, CA, hereinafter called the "UNIVERSITY", and COACHELLA VALLEY VOLUNTEERS IN MEDICINE, INDIO, CA, hereinafter called the "CLINIC."

WITNESSETH:

WHEREAS, the Trustees have approved a Nursing Program for the University and such program requires clinical nursing experience and the use of clinical facilities; and

WHEREAS, the Commission on Collegiate Nursing Education has heretofore accredited the University's Nursing Program; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Nursing Program use the facilities of Clinic for their clinical nursing experience.

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. CLINIC SHALL:

A. Permit each student who is designated by the University pursuant to Paragraph II.A. below to receive clinical nursing experience at the Clinic in the hereinafter listed types of nursing, and shall furnish and permit such students who are participating in the RN-BSN Program and University nursing instructors free access to appropriate clinical nursing facilities for such clinical nursing experience:

1. Physical Exam Skills

- B. Furnish appropriate clinical nursing facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's students and students from other educational institutions, if any.
- C. Maintain the clinical facilities used for the clinical nursing experience in such a manner that said facilities shall at all times conform to the requirements of the Commission on Collegiate Nursing Education.
- D. Assure that staff is adequate in number and quality to insure safe and continuous health care to individuals.
- E. Provide University nursing instructors taking part in the clinical nursing experience, on a group basis, unless otherwise specified, the following facilities:
 - 1. A conference-type space suitably furnished for small groups.
 - 2. A storage area for instructional materials.
 - 3. A lecture room equipped with desk and chairs.

- F. Permit and encourage members of the resident staff and attending medical staff at the Clinic to participate in the instructional phase of the clinical nursing experience.
- G. Permit the Clinic's Director of Patient Care Services and other designated nursing personnel to attend meetings of the University's Nursing faculty, or any committee thereof, to coordinate the clinical nursing experience program provided for under this Agreement.
- H. Have the right, after consultation with the University, to refuse to accept for further clinical nursing experience any of the University's students who in the Clinic's judgment are not participating satisfactorily in said program.
- I. Notify the University's clinical nursing instructors, in advance, of any change in the Clinic's Head Nurse appointments.
- J. Inform the University's Department of Nursing of any changes in health requirements at least six (6) months in advance.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the Nursing Program of the University to be assigned for clinical nursing experience at the Clinic, in such numbers as are mutually agreed to by both parties.
- B. Establish a rotation plan for the clinical nursing experience in the types of nursing specified in Paragraph I.A. above; provided, however, that the specific units to be utilized therefore shall be selected subsequently by mutual agreement between the Clinic's Director of Patient Care Services and the University's Coordinator of the Department of Nursing, or their duly authorized representatives.
- C. Supervise all instruction and clinical nursing experience given at the Clinic to the assigned students and provide the necessary nursing instructors for the clinical nursing experience program provided for under this Agreement.
- D. Keep all attendance and academic records of students participating in said program.
- E. Certify to the Clinic at the time each student first reports to Clinic to participate in said program that said student will comply with the Health Requirements for Nursing students. Prior to clinical placement, Nursing students will provide documentation of required immunizations, or **immunity by titer**. Immunizations include MMR, Tetanus/Diphtheria/Pertussis booster, Chickenpox, Rubeola, Hepatitis B, and T.B. test within 12 months. A physical exam will be required upon entry into the program.
- F. Advise student(s) to conform to all applicable Clinic policies, procedures, and regulations, and all requirements and restrictions specified jointly by representatives of the University and the Clinic.
- G. Require University's clinical nursing instructors to notify Clinic's Director of Patient Care Services and Head Nurse(s) in advance of:
 1. Student nursing schedules.
 2. Placement of students in clinical assignments.
 3. Changes in clinical assignments.
- H. In consultation and coordination with the Clinic's Director of Patient Care Services and Head Nurse(s), plan for the clinical nursing experience to be provided to students under this Agreement.

- I. In consultation and coordination with the the Clinic's Director of Patient Care Services, arrange for periodic conferences between appropriate representatives of the University and the Clinic to evaluate the clinical nursing experience program provided under this Agreement.
- J. Provide and be responsible for the care and control of the University's education supplies, materials, and equipment used for instruction during said program.
- K. Distribute to each student nurse a statement which explains the hazards of drug abuse in the nursing profession.
- L. Provide for orientation of student and faculty assigned to the Clinic.
- M. Advise students that they shall obtain and maintain in force a Professional Liability Insurance policy with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. University will advise students that written documentation must be presented to the Clinic prior to the commencement of performance of services hereunder. Such insurance shall not be terminated or expire without thirty (30) days written notice to the Clinic.
- N. The University shall maintain a State approved, self approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California covering each student and all risks such persons under this Agreement. University shall provide agency a certification of such self-insurance.
- O. Advise students that they shall notify the Clinic and the University immediately whenever absence from the Clinic is necessary.

III. HOLD HARMLESS

Both parties understand that the students, during the normal course of their duties provided for under this agreement, may learn of information proprietary to the Clinic. This includes, but is not limited to, confidential patient medical information and records, and confidential business and/or development activities of the Clinic. All students participating in this program shall be advised that they must agree to protect the rights of patients and the Clinic by keeping all such information confidential and not to publicly or privately disclose this information.

The University agrees to indemnify and hold harmless the Clinic, their authorized agents, officers, volunteers and employees, insofar as it may legally do so, against any and all claims arising from the University's negligent acts or omissions.

The Clinic agrees to indemnify and hold harmless the University and its authorized agents, officers, volunteers, employees and students insofar as it may legally do so, against any and all claims arising from the Clinic's negligent acts or omissions.

IV. This Agreement shall become effective upon last signature below and shall continue until **June 30, 2022**, provided, however, it may be terminated by either party after giving the other party thirty (30) days advance written notice of its intention to so terminate; provided further, however, that any such termination by the Clinic shall not be effective, at the election of the University, as to any student who at the date of mailing of said notice by the Clinic was participating in said program until such student has completed the program for the academic quarter in progress as of delivery of notice of termination.

Any written notice given under this Paragraph IV shall be sent by registered mail to the following persons, as the case may be:

CALIFORNIA STATE UNIVERSITY,
SAN BERNARDINO
Attn: Procurement & Support Svcs Officer
5500 University Parkway
San Bernardino, CA 92407-2397

COACHELLA VALLEY VOLUNTEERS IN MEDICINE
ATTN: Doug Morin, Executive Director
81-880 Dr. Carreon Blvd, Suite B, #103
Indio, CA 92201

This Agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

The TRUSTEES FOR THE CALIFORNIA
STATE UNIVERSITY ON BEHALF OF
CALIFORNIA STATE UNIVERSITY,
SAN BERNARDINO, CA

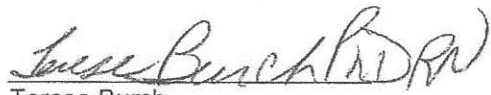
COACHELLA VOLUNTEERS IN
MEDICINE, INDIO, CA

BY: 
David Gee

BY: 

TITLE: Director, Procurement & Support ^{Contract 5}
Services _{DA}
DATE: 12/18/17 ^{12/18/17}

TITLE: Executive Director
DATE: 12/19/2017

BY: 
Terese Burch
TITLE: CHAIR, Nursing Department

DATE: _____

rose1944@aol.com



441 S Calle Encelia 75

Procurement and Contracts

92262

**CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO
NURSE EDUCATION AFFILIATION AGREEMENT
CSUSB-20-0288**

This Agreement (“Agreement”) is entered into by and between the State of California acting in its higher education capacity through the Trustees of the California State University on behalf of **CALIFORNIA STATE UNIVERSITY, SAN BERNARDINO** (hereinafter “University”) and **Well in the Desert** (hereinafter “Affiliate”), each with an address and contact person as specified below. University and Affiliate may be referred to herein either collectively as the “Parties” or singularly as a “Party.”

WHEREAS, University is an institution of higher learning authorized pursuant to California law to offer fully accredited nurse education programs (“Program” or “Programs” herein), and such program(s) require(s) placement and supervision of students who are enrolled in a University Program (“Student” or “Students” herein) for the purpose of providing Students with clinical and/or relevant experience which is necessary to fulfill Program requirements; and

WHEREAS, Affiliate operates facilities and employs personnel which conform to the Commission on Collegiate Nursing Education and are appropriate for the purposes herein expressed to meet the requirements of the Program or Programs identified below; and

WHEREAS, the purpose of this Agreement is intended to provide mutual benefit to the Parties and to set forth the terms and conditions pursuant to which the Parties will institute the Programs at locations under the jurisdiction of the Affiliate;

NOW, THEREFORE, it is mutually agreed between University and Affiliate as follows:

- I. **NURSING PROGRAM(S) INCLUDED:** The programs identified below are included for potential placements with Affiliate.

Incl.	Hospital/Clinical Setting	Incl.	Other Setting
	Medical Nursing		School Health Nursing
	Surgical Nursing (nursing unit, pre-op, OR, etc.		Rehab. (acute, chronic, skilled)
	Obstetrical Nursing	X	Home Health (adult, family, peds)
	Pediatric Nursing		Diagnostic Laboratories
X	Outpatient Nursing	X	Mental Health Nursing
	Prison Nursing		Chemical Dependency Treatment

Revised 7/10/2020 Nurse Education Affiliation Agreement

	Specialty	Nursing		Long Term Care
	Nursing Leadership Roles		X	Community-Health/Public Health

II. NOTICES. The Parties agree to send all notices required hereunder to the respective address below, with postage prepaid via traceable means including delivery confirmation, unless otherwise permitted herein.

UNIVERSITY:

CSU San Bernardino

Attn: Procurement and Contract Serv.
5500 University Pkwy, Sierra Hall
San Bernardino, CA 92407

Affiliate:

Well in the Desert

Arlene Rosenthal
441 S. Calle Encilia
Palm Springs, CA 92262

III. TERM AND TERMINATION. This Agreement shall be in effect from August 7, 2020 through Ongoing (“TERM”) upon receipt of a fully-signed agreement and subsequent validation by University. Once validated by University, this Agreement shall replace any and all previous agreement(s) between the parties for nursing student placements valid during the TERM indicated. Any previous agreements in effect for nursing student placements are deemed to terminate upon commencement of this Agreement. Furthermore, this Agreement may be terminated at any time by written mutual agreement or upon thirty (30) days’ advance written notice by one Party to the other, PROVIDED, HOWEVER, that in no event shall any termination take effect with respect to any active Student placement with Affiliate. In the event that termination of this Agreement would affect any active Student placement, such Student(s) shall be permitted to complete the placement assignment with Affiliate under the terms of this Agreement for the quarter/semester during which termination of the Agreement occurred.

IV. NO EMPLOYMENT OR AGENCY RELATIONSHIP CREATED.

1. The Parties hereto acknowledge that Students are in attendance with Affiliate solely to obtain clinical and/or relevant experience as part of an academic program for educational purposes; however, Students are considered members of Affiliate’s “workforce” for purposes of HIPAA compliance.
2. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the Parties, hence, neither party shall have the authority to bind the other Party for any purpose.
3. Students are not considered employees of the Affiliate for any purpose and shall not receive any remuneration for their services and/or time under this Agreement. Therefore, any Student(s) assigned by University to a location under Affiliate jurisdiction shall have no claim under this Agreement against Affiliate in regards to personal expenses of any kind nor fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers’ compensation benefits (except as provided for herein), or social security contributions.

4. Students are not employees, volunteers, or agents of University with respect to their participation under this Agreement. Students assigned under this Agreement shall have no claim under this Agreement against University in regards to personal expenses of any kind nor fringe benefits including but not limited to unemployment insurance, vacation accrual, sick leave, retirement benefits, medical/dental insurance, workers' compensation benefits, or social security contributions.
5. It is the responsibility of both University and Affiliate to provide notice to Students of the provisions of this Section.
6. The provisions of this Section shall survive the termination or expiration of this Agreement.
- V. **AFFIRMATIVE ACTION AND NON-DISCRIMINATION.** The Parties agree that all Students receiving training with Affiliate pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age, veteran status, in addition to any other legally protected status.
- VI. **CONFIDENTIALITY OF MEDICAL RECORDS (HIPAA).** All Affiliate's medical records and charts created in connection with Program shall be and shall remain the property of the Affiliate. For purposes of this Agreement and patient confidentiality under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Students shall be considered to be members of Learning Site's "Workforce," as defined at 45 Code of Federal Regulations (C.F.R.) §160.103.

In the course of clinical training at Affiliate Site, Students may have access to Protected Health Information, as defined at 45 C.F.R. §160.103, and shall be subject to Affiliate's HIPAA Privacy and Security policies and procedures. Students may be required to participate in training related to Affiliate's HIPAA Privacy and Security policies and procedures.

The Parties agree that University is not a "business associate" of Affiliate under HIPAA. University will not be performing or assisting in the performance of covered HIPAA functions on behalf of Affiliate. There will be no exchange of individually identifiable protected health information between University and Affiliate.

- VII. **ASSIGNMENT.** Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- VIII. **GOVERNING LAW.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- IX. **INDEMNIFICATION.**
 - A. University agrees to defend all claims of loss, indemnify, and hold harmless Affiliate and its officers, employees, agents, and volunteers from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful

misconduct of University or its officers, employees, agents, and volunteers in the performance of this Agreement.

- B. Affiliate agrees to defend all claims of loss, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, San Bernardino, and their officers, employees, agents, and volunteers from any and all liability for personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligent acts or omissions or willful misconduct of Affiliate or its officers, employees, agents, and volunteers in the performance of this Agreement.
- X. **DISPUTE RESOLUTION.** The Parties agree that in the event of a dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral entity. The costs of and related to the services of the neutral entity will be split equally between the Parties. In the event that legal action is pursued, the prevailing Party shall be entitled to recovery from the losing Party the prevailing Party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as permitted by law.

XI. INSURANCE.

- A. **University Insurance.** This statement is provided for information only and does not constitute an agreement, express or implied, for the University to maintain or provide insurance. Affiliate is not insured under any University insurance. The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

The University also maintains the Student Professional Liability Insurance Policy (SPLIP) that covers both general liabilities and professional liabilities for nursing students during field placements for academic credit.

- B. **Affiliate Insurance.** Affiliate shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall

be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A, VII or better by AM Best or supplied by a qualified program of self-insurance. Affiliate shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Affiliate shall provide University with evidence of the insurance coverage required by this paragraph upon request. Affiliate shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

XII. GENERAL REQUIREMENTS.

A. SHARED RESPONSIBILITIES

1. Patient Confidentiality. Both University and Affiliate acknowledge the following and agree to ensure that Students are advised of the requirements pertaining to confidentiality of patient information in accordance to state and federal laws, including the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations. No student and/or faculty shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practicum experience;
2. Provisions for continuing communication between the facility and the program. There shall be continuing communication between the Affiliate and the Program. The starting date, length of each program training period, and the maximum number of Students who may participate in the Program during each training period shall be mutually agreed upon in writing, including electronic mail, by University's Department of Nursing representatives and Affiliate's representative at least thirty (30) days before the training period begins.

B. UNIVERSITY and PROGRAM RESPONSIBILITIES.

1. Program Responsibility. Program shall develop the curriculum and shall be responsible for offering health care education as approved by accreditation bodies.
 - a. Schedule of Assignments. Program shall notify Affiliate's designated liaison of student assignments, including the name of the students, level of academic preparation, and dates, times, and length of proposed clinical experience.
 - b. Orientation Program. Program shall provide orientation to all students to ensure they receive clinical instruction necessary prior to the clinical experience.
 - c. Records. Program shall maintain all students and faculty records including, health, non-health requirements, and evaluation documents.
 - d. Discipline. Program shall be responsible for counseling, controlling, and disciplining students.
 - e. Health Clearance. Program shall inform students of the students' need to comply with Affiliate's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Also, Program, shall inform students of the students' need to comply with Affiliate's

policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

- f. Students' Clinical Experience. Students are not employees or agents of the Program or the Affiliate and shall receive no compensation for their participation in the clinical experience.
- g. Description of Faculty responsibilities. The Program will provide a list of faculty responsibilities to the Affiliate prior to the beginning of the clinical experience.

1. Faculty is responsible for providing instructions to all students and is responsible for evaluating students in the clinical area, unless during a precepted clinical rotation when a designated affiliate's registered nurse works one-on-one with a student. Otherwise, students provide services to Affiliate's patients only under the direct supervision of the Program faculty and/or Affiliate's professional staff.

2. Student Responsibilities. Program shall notify students that they are responsible for:
 - a. Complying with Affiliate's clinical and administrative policies, procedures, rules, and regulations, including requirements for a clear background check, negative drug screen, and all health requirements as prescribed by the Affiliate;
 - b. Arranging for their own transportation to and from the clinical site.
 - c. Complying with Affiliate's dress code including the use of name badges to identify them as students;
 - d. Attending an orientation provided by the Program and/or Affiliate.

C. AFFILIATE'S RESPONSIBILITIES.

1. Clinical Experience. Affiliate shall accept from Program the mutually agreed-upon number of students and shall provide the students with appropriate availability of learning experience related to program objectives.
2. Implementation of Clinical Experience. Affiliate will assist in the planning and implementation of the clinical experience at the Affiliate's site.
3. Orientation Affiliate shall provide an orientation for the Program students and faculty prior to the beginning of every term.
4. Access to Facilities. Affiliate shall permit Program students and faculty access to Affiliate facilities as-appropriate clinical experience.
5. Evaluations. Affiliate staff shall provide input on student performance.
6. Withdrawal of Students. Affiliate may request removal of Program's student and/or faculty when deem not complying with clinical site rules, regulations, policies and procedures. Affiliate must provide the Program administrators a written notice within 24 hours of the event.
7. Emergency Health Care/First Aid. Affiliate shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Any emergency health care or first aid provided by Affiliate shall be billed to the student at Affiliate's normal billing rate for private-pay patients. Except as

provided in this paragraph, Affiliate shall have no obligation to furnish medical or surgical care to any student.

6. COVID-19 Hazards. Affiliate is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Affiliate is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Affiliate, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Affiliate will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Affiliate becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.
7. Student Supervision. Affiliate shall ensure that staffing is adequate in number and quality to ensure safe continuous health care services to the patients. In the absence of University faculty, Affiliate shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on Affiliate's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall train (students train vs. work), perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their University faculty and/or Affiliate-designated supervisors. Affiliate should not include students and faculty as part of staffing ratios.
8. Distinguish Staff in Authority Affiliate must specify to Program and students the responsibilities and authority of the Affiliate's staff related to the students' educational experience.
9. Affiliate's Confidentiality Policies. As trainees, students shall be considered members of Affiliate's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Affiliate's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Affiliate shall provide students with substantially the same training that it provides to its regular employees.

XIII. ENTIRE AGREEMENT AND AUTHORIZATION

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By signing below, each of the following represents that s/he has authority to authorize this Agreement and to bind the Party on whose behalf the signature is made.

CALIFORNIA STATE UNIVERSITY,
SAN BERNARDINO

By: Robert Mente

Name: Robert Mente

Title: Interim Manager
Procurement and Contract Services

Date: Aug 10, 2020

AFFILIATE

By: Arelene Rosenthal

Name: Arelene Rosenthal

Title: President

Date: August 18, 2020

Grant Scoring Review

Grant Staff Review # 1 of 4

Executive Summary: 9

Community Need and Alignment: 10

Goals: 9

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 8

Budget: 8

Key Partners/Collaborations: 10

Total Score: 71.00

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

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19 (2 of 2)

Grant Program Staff Review Stage: 70.5 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 38 (2 of 2)

Grant Program Staff Review Stage: 282 (4 of 4)

Total average proposal score: 89.5/100

Grant Scoring Review

Grant Staff Review # 2 of 4

Executive Summary: 9

Community Need and Alignment: 8

Goals: 9

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 10

Total Score: 72.00

Reviewer Comments: The CSUSB Nursing Street Program is a great opportunity to expose nursing students to community health and enriching experiences, while providing a valuable and much needed service to homeless and underserved individuals. DHCD grant funds will increase capacity for the program and increase the program reach. I fully support funding this grant proposal.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19 (2 of 2)

Grant Program Staff Review Stage: 70.5 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 38 (2 of 2)

Grant Program Staff Review Stage: 282 (4 of 4)

Total average proposal score: 89.5/100

Grant Scoring Review

Grant Staff Review # 3 of 4

Executive Summary: 8

Community Need and Alignment: 8

Goals: 8

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 9

Total Score: 68.00

Reviewer Comments: The Nursing Street Medicine Program continues to provide nursing students opportunities to be directly embedded into the community and reach vulnerable residents that lack appropriate access to healthcare. Supporting this program allows CSUSB to expand their target sites to additional locations throughout Coachella Valley, provide care outside of traditional business hours when able and generate interest in future nurses to work in the Valley with the most vulnerable populations. The street medicine team focuses on reducing the number of persons who are unable to obtain or delay in obtaining necessary medical care and reduce non-urgent emergency department use. The Coachella Valley has a shortage of health professionals in countless fields. Not only will this program help build the next generation of nurses, but it will support our efforts to developing the health workforce and improving the health infrastructure of our community. I recommend funding this program as it directly related to increasing community access to primary care while specifically targeting our strategy of supporting an increase in the number of clinics and needed programs in geographically-targeted markets and the days and hours that they operate.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19 (2 of 2)

Grant Program Staff Review Stage: 70.5 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 38 (2 of 2)

Grant Program Staff Review Stage: 282 (4 of 4)

Total average proposal score: 89.5/100

Grant Scoring Review

Grant Staff Review # 4 of 4

Executive Summary: 8

Community Need and Alignment: 10

Goals: 8

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 10

Total Score: 71.00

Reviewer Comments: The provision of these services align with the DHCDF strategic areas of focus related to the expansion of the number of primary care and specialty professionals (2.1) and the utilization of an equity lens to expand services and resources to underserved communities. Close tracking of the pre-post evaluations will support future development of practitioners who are sensitive to the needs of this community. The continued support of the CSUSB Department of Nursing in addition to other funders will allow this project to grow in depth and implementation.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19 (2 of 2)

Grant Program Staff Review Stage: 70.5 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 38 (2 of 2)

Grant Program Staff Review Stage: 282 (4 of 4)

Total average proposal score: 89.5/100

Grant Scoring Review

Fiscal Staff Review # 1 of 2

Fiduciary Compliance: 10

Financial Stability: 10

Total Score: 20.00

Reviewer Comments: Fiduciary Compliance

The audit report is unmodified

Current Ratio is very strong (18:1) which represents the grantee's ability to pay it's short-term liabilities

The Net Assets increased by \$11M as of 06/30/21, the Balance Sheet is in good order

Financial Stability

Grantee demonstrates a strong financial position.

Grantee has diversified resources for this project of \$222,382. The District's grant of \$54,056 is well supported by other resources

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19 (2 of 2)

Grant Program Staff Review Stage: 70.5 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 38 (2 of 2)

Grant Program Staff Review Stage: 282 (4 of 4)

Total average proposal score: 89.5/100

Grant Scoring Review

Fiscal Staff Review # 2 of 2

Fiduciary Compliance: 9

Financial Stability: 9

Total Score: 18.00

Reviewer Comments: Unmodified audit and financials presented to Board regularly. Negative cash flow last two years but increase in investing activities. Assets sufficient to satisfy liabilities. Project budget is reasonable and includes multiple sources of funding. Strategic plan in place but only dated through 2020.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 19 (2 of 2)

Grant Program Staff Review Stage: 70.5 (4 of 4)

Sum of all Reviews:

Fiscal Staff Review Stage: 38 (2 of 2)

Grant Program Staff Review Stage: 282 (4 of 4)

Total average proposal score: 89.5/100



FY 2020-2021: Grant Application Scoring Rubric



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

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

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

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

Recommendation:

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

Grant #1303

EXHIBIT B

PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES

<u>Project Title</u>	<u>Start/End</u>
Nursing Street Medicine Program	2/01/2022 1/31/2023

PAYMENTS:

(2) Payments: \$24,325.00
10% Retention: \$5,406.00

Total request amount: \$54,056.00

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
2/01/2022		Signed Agreement submitted & accepted.	Advance of \$24,325.00 for time period 2/01/2022 - 7/31/2022
9/01/2022		1 st six-month (2/01/2022 - 7/31/2022) progress report, budget reports and receipts submitted & accepted	Advance of \$24,325.00 for time period 8/01/2022 - 1/31/2023
3/01/2023		2 nd six-month (8/01/2022 - 1/31/2023) progress report, budget reports and receipts submitted & accepted	\$0
3/15/2023		Final report (2/01/2022 - 1/31/2023) and final budget report submitted & accepted	\$5,406.00 (10% retention)

TOTAL GRANT AMOUNT: \$54,056.00

DELIVERABLES:

Program/Project Goals and Evaluation

<p>Goal #1: To provide healthcare services to 100 individuals and 300 contacts (contacts may be duplicated individuals) through nurse and medical clinics serving the homeless, unsheltered and vulnerable populations in the Coachella Valley, additionally assisting with COVID-19 testing, education and immunizations services, and divert people from using the ER for primary care and non-urgent issues by January 31, 2023.</p>	<p>Evaluation #1: Quantitative The program will collect, analyze and report data about patients served. Demographic information will include: Age; Gender; Race/ethnicity; Veteran status; Insurance status; Use of ER for primary care provider/usual place of care, ER diversion; Reason for being seen and services provided; Referrals; Other locations; Dates; Community Partners; Number of students involved; administration of Flu immunizations and COVID Vaccinations.</p>
<p>Goal #2: To build capacity by engaging and building empathy for vulnerable populations in 32 CSUSB PDC BSN nursing students, one nursing graduate student and four nursing student assistants in the Street Medicine Program activities for course credit or volunteer hours by January 31, 2023.</p>	<p>Evaluation #2: Quantitative The program will report on the number of BSN nursing students, the credentials of the graduate student and the four nursing student assistants involved and the dates, locations of service and whether the student is participating for volunteer hours or course credit. The program will report on the total number of hours worked by the nursing assistants. Qualitative The program will survey nursing students in their sophomore year and again in their senior year and compare the results before and after they participate in the Street Medicine Program, utilizing the internationally recognized survey tool. Health Professional’s Attitude Toward the Homeless Inventory.</p>
<p>Goal #3: The program will monitor and track Street Medicine progress toward the development of</p>	<p>Evaluation #3: Quantitative The Program will present the programmatic work</p>

<p>additional collaborative partnerships and efforts to replicate the program reporting the new partner names and MOU agreements of two new partnerships by January 31, 2023.</p>	<p>accomplished by the Street Medicine clinics at one national conference and two regional conferences by January 31, 2023. The program will report on one replication of the Street Medicine program by January 31, 2023.</p> <p>Qualitative The program will include ten testimonials from patients or agencies about the services provided by the nursing faculty and students. The Program will report on the number of faculty involved in the Program.</p>
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DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: January 25, 2022
To: Board of Directors
Subject: Lease Agreement – Arthritis & Rheumatic Care Clinic 1E 204

Staff Recommendation: Approval of the draft lease agreement for Arthritis & Rheumatic Care Clinic at the Las Palmas Medical Plaza.

Background:

- This is a new lease in one of the suites that has been vacant for several months.
- Arthritis & Rheumatic Care Clinic has requested a lease of one year and one month, with a base rent of \$1.50/square foot and no Tenant Improvement allowance.
- Lease date February 1, 2022, with the commencement date of rent payments March 1, 2022. (1-month waiver).
- Arthritis & Rheumatic Care Clinic also requests one (1) one (1) year optional term.
- Annual increase for optional term will be 3%.
- LOI was received by staff after the January F&A committee meeting with an intended start date of February 1, 2022. Notification to Committee Chair Shorr was made prior to inclusion of documents in Board packet.
- Staff recommends approval of the lease agreement.
- Draft lease agreement is attached for review.

Fiscal Impact:

Estimated Revenue from Rent and CAMs for life of the base lease - \$23,126

Estimated Costs:

Broker Commission - \$950

Net Lease Income (base lease) - \$22,176

OFFICE BUILDING LEASE

Between

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

And

**ARTHRITIS AND RHEUMATIC CARE CLINIC, A CALIFORNIA CORPORATION,
DOING BUSINESS AS ARTHRITIS AND RHEUMATIC CARE CLINIC
AS TENANT**

DATED

FEBRUARY 01, 2022

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OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and Arthritis and Rheumatic Care Clinic, a California Corporation, hereinafter referred to as "Tenant", and is dated February 1, 2022.

1. LEASE OF PREMISES.

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

2. DEFINITIONS.

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

a. *Base Rent (Initial)*: \$ Fifteen Thousand, Eight Hundred Forty & 00/100 Dollars (\$15,840.00) per year.

b. *Base Year*: The calendar year of 2022.

c. *Broker(s)*:

Landlord's: Coldwell Banker Commercial Lyle & Associates.

Tenant's: _____.

In the event that N/A represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.

d. *Commencement Date*: February 1, 2022.

e. *Common Areas*: The building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.

f. *Expiration Date*: February 28, 2023, unless otherwise sooner terminated in accordance with the provisions of this Lease.

g. *Landlord's Mailing Address*: 1140 N. Indian Canyon Dr., Palm Springs, CA 92262.

Tenant's Mailing Address: 555 E. Tachevah Dr, 1E-204, Palm Springs, CA 92262.

h. *Monthly Installments of Base Rent (initial)*: \$ One Thousand, Three Hundred Twenty & 00/100 Dollars (\$1,320.00) per month.

i. *Project Operating Costs (CAMs)*: Currently Sixty-Nine Cents (\$.69) per square foot per month.

j. *Tenant Improvement Allowance (TI)*: N/A.

k. *Parking*: Tenant shall be permitted, to park 5 cars on a non-exclusive basis in the area(s) designated by Landlord for parking (for Staff - generally in the back of the parking area, perimeter streets, and Wellness Park parking lot). Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator.

l. *Premises*: That portion of the Building containing approximately 880 square feet of Rentable Area, located in Building 1E and known as Suite 204.

m. *Project*: The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 555 E. Tachevah Drive, Palm Springs, California 92262. The Project is known as The Las Palmas Medical Plaza.

n. *Rentable Area*: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.

o. *Security Deposit (Section 7)*: \$ One Thousand, Nine Hundred Twenty-Seven & 20/100 Dollars (\$1927.20).

_____ District _____ Recipient

- p. *State*: the State of California.
- q. *Tenant's First Adjustment Date (Section 5)*: The first day of the calendar month following the Commencement Date plus 13 months.
- r. *Tenant's Proportionate Share*: 1.78%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of six building(s) containing a total Rentable Area of 49,356 square feet.
- s. *Tenant's Use Clause (Article 8)*: Medically related office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.
- t. *Term*: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

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

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

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

4. DELIVERY OF POSSESSION.

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

5. RENT.

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

5.2 *Adjusted Base Rent*:

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date.
- b. Such adjustment shall be the greater of 3% over the preceding year or Consumer Price Index.
- c.

5.3 *Project Operating Costs (CAMs)*:

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

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

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction

_____ District _____ Recipient

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

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

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

(a.) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."

(b.) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expense for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.

(c.) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

(d.) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.

(e.) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's

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accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).

- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3(2)(b) and (c) above.

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

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

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

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

6. INTEREST AND LATE CHARGES.

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

7. SECURITY DEPOSIT.

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

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

8. TENANT'S USE OF THE PREMISES

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

9. SERVICES AND UTILITIES.

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

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied

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for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord Promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

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

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

10. CONDITION OF THE PREMISES.

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

II. CONSTRUCTION, REPAIRS AND MAINTENANCE.

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

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The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS.

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

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

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

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's

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Property”) shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant’s Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS.

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

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

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

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

16. ASSIGNMENT AND SUBLETTING.

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

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant’s notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant’s notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:
 - (1.) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;
 - (2.) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
 - (3.) No assignment or sublease shall be valid, and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
 - (4.) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and
 - (5.) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums

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which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

17. HOLDING OVER.

If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.

18. SURRENDER OF PREMISES.

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

19. DESTRUCTION OR DAMAGE.

- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed with ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

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

20. EMINENT DOMAIN.

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

21. INDEMNIFICATION.

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

22. TENANT'S INSURANCE.

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

23. WAIVER OF SUBROGATION.

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

24. SUBORDINATION AND ATTORNMENT.

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

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

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25. TENANT ESTOPPEL CERTIFICATE.

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

26. TRANSFER OF LANDLORD'S INTEREST.

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

27. DEFAULT.

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

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

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

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

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

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

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

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

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

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

28. BROKERAGE FEES.

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

29. NOTICES.

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

30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

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

31. RELOCATION OF PREMISES.

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

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

32. QUIET ENJOYMENT.

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

33. OBSERVANCE OF LAW.

Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.

34. FORCE MAJEURE.

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

35. CURING TENANT'S DEFAULTS.

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

36. SIGN CONTROL.

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

37. MISCELLANEOUS.

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

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and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

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

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

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

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

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

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

Date:	_____	Date:	_____
Landlord:	<u>Desert Healthcare District</u>	Tenant:	<u>Arthritis and Rheumatic Care Clinic</u>
	<u>dba: Las Palmas Medical Plaza</u>		
By:	<u>Chris Christensen</u>	By:	<u>Zaynb Hassan, MD</u>

_____ District _____ Recipient

Signature: _____

Signature: _____

Title: Interim CEO

Title: _____

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

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

DRAFT

EXHIBIT "A"

RULES AND REGULATIONS

1. No sign, placard, pictures, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on entry door and directory shall be printed, painted, affixed, or inscribed at the expense of Landlord by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard interior window covering at all exterior windows. Tenant shall not, without prior written consent of Landlord, cause or otherwise sunscreen any window.

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

_____ District _____ Recipient

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

Landlord's Initials

Tenant's Initials

DRAFT

ADDENDUM

Addendum to that certain Office Building Lease dated February 1, 2022 by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and Arthritis and Rheumatic Care Clinic, as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

Page 1

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

- 1. **Commencement Date:** February 1, 2022
- 2. **Expiration Date:** February 28, 2023
- 3. **Rent Schedule:**

02/01/2022 – 02/28/2022	\$0.00
03/01/2022 – 02/28/2023	\$1,320.00
- 4. **CAMs:** Currently \$.69 per square foot
- 5. **Security Deposit:** Upon execution of Lease, Tenant shall deposit \$1,927.20, amount equal to one month’s rent for security deposit.
- 6. **Option Term:** One (1) one (1) year Option Term. Base Rent for the first year of the Option Term shall be at “Market Rate”, which shall not be less than the last month of the Initial Term plus three (3%) percent annual increase.
- 7. **Furniture, Fixtures & Equipment:** Tenant shall have the Exclusive Use of any and all Furniture, Fixtures and Equipment currently existing at the Premises at NO additional charge during the initial Term and any exercised Option Term. All Furniture, Fixtures and Equipment shall remain the property of Landlord, but Tenant shall be required to maintain same. In the event Tenant replaces and/or purchases any “new” Fixtures or Equipment, the “new” items shall remain the property of Tenant, and Tenant shall be allowed to remove same upon expiration of the Lease. Attached fixtures shall not be removed.
- 8. **Signage:** Landlord shall install door sign at Landlord’s expense, in accordance with the Standard. Consideration will be given to window signage. Tenant shall have the right to install one (1) sign on the exterior of the Premises (windows only), near the front entrance to the Premises. Said sign shall be approved by Landlord in advance and shall be in accordance with the established Sign Criteria for the property and in accordance with any and all guidelines established by the City of Palm Springs and all other required governmental agencies.

The foregoing is hereby agreed to and accepted:

Date: _____

Date: _____

Landlord: Desert Healthcare District

Tenant: Arthritis and Rheumatic Care Clinic

dba: Las Palmas Medical Plaza

By: Conrado Bárzaga

By: Zaynb Hassan, MD

Signature: _____

Signature: _____

Title: CEO

Title: _____

RESOLUTION NO. 22-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
DESERT HEALTHCARE DISTRICT RE-RATIFYING
THE STATE OF EMERGENCY AND RE-AUTHORIZING
REMOTE TELECONFERENCE MEETINGS**

WHEREAS, Desert Healthcare District (“District”) is committed to preserving and fostering access and participation in meetings of its Board of Directors; and

WHEREAS, Government Code section 54953(e) makes provisions for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain emergency conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote vaccines, masking, and social distancing, and that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution No. 22-01 on September 28, 2021, finding that the requisite conditions exist for the Board of Directors of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in Government Code section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District and vaccine compliance, masking, and social distancing measures are required to be followed for the continued health and safety of the District Board, staff, and the public; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the District shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by Government Code section 54953(e), and that such meetings shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e);

THEREFORE, BE IT RESOLVED by the Desert Healthcare District Board of Directors as follows:

Section 1: Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2: Affirmation that a Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District.

Section 3: Re-Ratification of the Governor’s Proclamation of a State of Emergency. The Board hereby ratifies the Governor’s Proclamation of a State of Emergency.

Section 4. Remote Teleconference Meetings. The District’s Chief Executive Officer is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Ralph M. Brown Act.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Desert Healthcare District held on January 25, 2022, by the following roll call vote:

AYES: Directors _____

NOES: Directors _____

ABSTAIN: Directors _____

ABSENT: Directors _____

Karen Borja, President
Board of Directors

ATTEST:

Evett PerezGil, Vice-President/Secretary
Board of Directors

RESOLUTION NO. 22-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
DESERT HEALTHCARE DISTRICT COMPLYING WITH
THE DECENNIAL REDISTRICTING REQUIREMENTS**

WHEREAS, DESERT HEALTHCARE DISTRICT (“District”) is a California healthcare district duly organized and existing under the laws of the State of California, particularly the Local Health Care District Law, constituting Division 23 of the Health and Safety Code of the State of California and, more particularly, Health and Safety Code sections 32000 et seq.; and

WHEREAS, California has enacted the Fair Maps Act (Elect. Code, § 21000 et seq.) which prescribes the local agency process for decennial redistricting. Pursuant to the Fair Maps Act, special districts must review their census data and conduct public hearings on redistricting; and

WHEREAS, on October 26, 2021, at a regular meeting, the Board of Directors held the first (1st) of three (3) duly noticed public hearings to explain the zone mapping process and compliance with the Fair Maps Act and decennial redistricting. At the public hearing, the District Board heard input from the community relating to new redistricting maps; and

WHEREAS, on November 23, 2021, at a regular meeting the District Board held the second (2nd) duly noticed public hearing to hear input from the public and Board of Directors related to potential new zone boundary maps. At the November 23, 2021, hearing, the District Board also specifically considered and discussed the Quail, Roadrunner, and Hummingbird Maps; and

WHEREAS, on December 21, 2021, at a regular meeting the District Board held the third (3rd) duly noticed public hearing to hear input from the public and Board of Directors related to the proposed new boundary maps. At the December 21, 2021, hearing the District Board directed staff to bring back for consideration at the January 25, 2022, meeting a resolution approving the Hummingbird Map as the map outlining the updated boundaries of the seven District Zones; and

WHEREAS, the purpose of this resolution is to comply with the Fair Maps Act and the decennial redistricting requirements by dividing the District into seven (7) zones as reflected in the Exhibit “A” Hummingbird Map; and

WHEREAS, in adopting the Hummingbird Map, the Board of Directors intends to and does provide for representation in accordance with demographic, including population, and geographic factors of the entire area of the local hospital district in accordance with Health and Safety Code section 32100.1.

NOW, THEREFORE, this Board of Directors of Desert Healthcare District does hereby resolve:

Section 1. The foregoing recitals are true and correct.

Section 2. Desert Healthcare District is hereby divided into seven (7) consecutively numbered zones and the boundaries of the zones are more particularly described in the attached Exhibit “A” Hummingbird Map. Exhibit “A” also shows the zone numbers assigned to each zone, from one (1) through seven (7).

Section 3. At the November 2022 General Election, three members of the District Board of Directors shall be elected on a by-zone basis from the three (3) even-numbered, single-member zones (specifically, Zones 2, 4, and 6 as such zones may be amended), and every four (4) years thereafter. At the General Election in November 2024, four members of the District Board of Directors shall be elected from the four (4) odd-numbered, single-member zones (specifically, Zones 1, 3, 5, and 7 as such zones may be amended), and every four (4) years thereafter.

Section 4. Any member of the Board of Directors elected to represent a District zone must be a resident of the zone from which he or she is elected for thirty (30) days preceding the date of the election and must be a registered voter in that zone, and any candidate for the Desert Healthcare District Board of Directors must reside in and be a registered voter in the zone in which he or she seeks election at the time nomination papers are issued pursuant to Health and Safety Code section 32100.1 and Elections Code section 201.

Section 5. Termination of residency in a zone by a member of the Board of Directors shall create an immediate vacancy for that zone unless a substitute residence within the zone is established within thirty (30) days after the termination of residency.

Section 6. Any vacancy upon the Board shall be filled by appointment by a majority of the remaining members of the Board of Directors consistent with Health and Safety Code section 32100.1. The person appointed to fill the vacancy must reside within the zone left unrepresented on the Board of Directors. Any person appointed to fill the vacancy shall hold office for the duration of the unexpired term.

Section 7. The Desert Healthcare Board of Directors’ Board Secretary or designee shall maintain a map of the District showing the current boundaries and zone numbers of each District zone as may be established and amended from time to time by resolution of the Board of Directors.

Section 8. If necessary to facilitate the implementation of this resolution, the Chief Executive Officer is authorized to make technical adjustments to the District boundaries that do not substantively affect the populations in the zones, the demographics in the zones, eligibility of candidates, the residence of elected officials within any zone, and that do not contradict the intent or terms of the California Voting Rights Act of 2001. The Chief

Executive Officer shall consult with the Board Chair and the District’s General Counsel concerning any technical adjustments deemed necessary and shall advise the Board of Directors of any such adjustments required in the implementation of the zones.

Section 9. To the extent the terms and provisions of this resolution may be inconsistent or in conflict with the terms or conditions of any prior District resolution, motion, rule, regulation, or bylaw governing the same subject, the terms of this resolution shall prevail with respect to the subject matter thereof.

Section 10. In interpreting this resolution or resolving any ambiguity, this resolution shall be interpreted in a manner that effectively accomplishes its stated purpose.

Section 11. This resolution shall take effect immediately upon its adoption.

ADOPTED, PASSED, AND APPROVED this 25th day of January 2022, at a regular meeting of the Board of Directors of Desert Healthcare District, at which a quorum was present and acting throughout, by the following roll call vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Karen Borja, President
Board of Directors

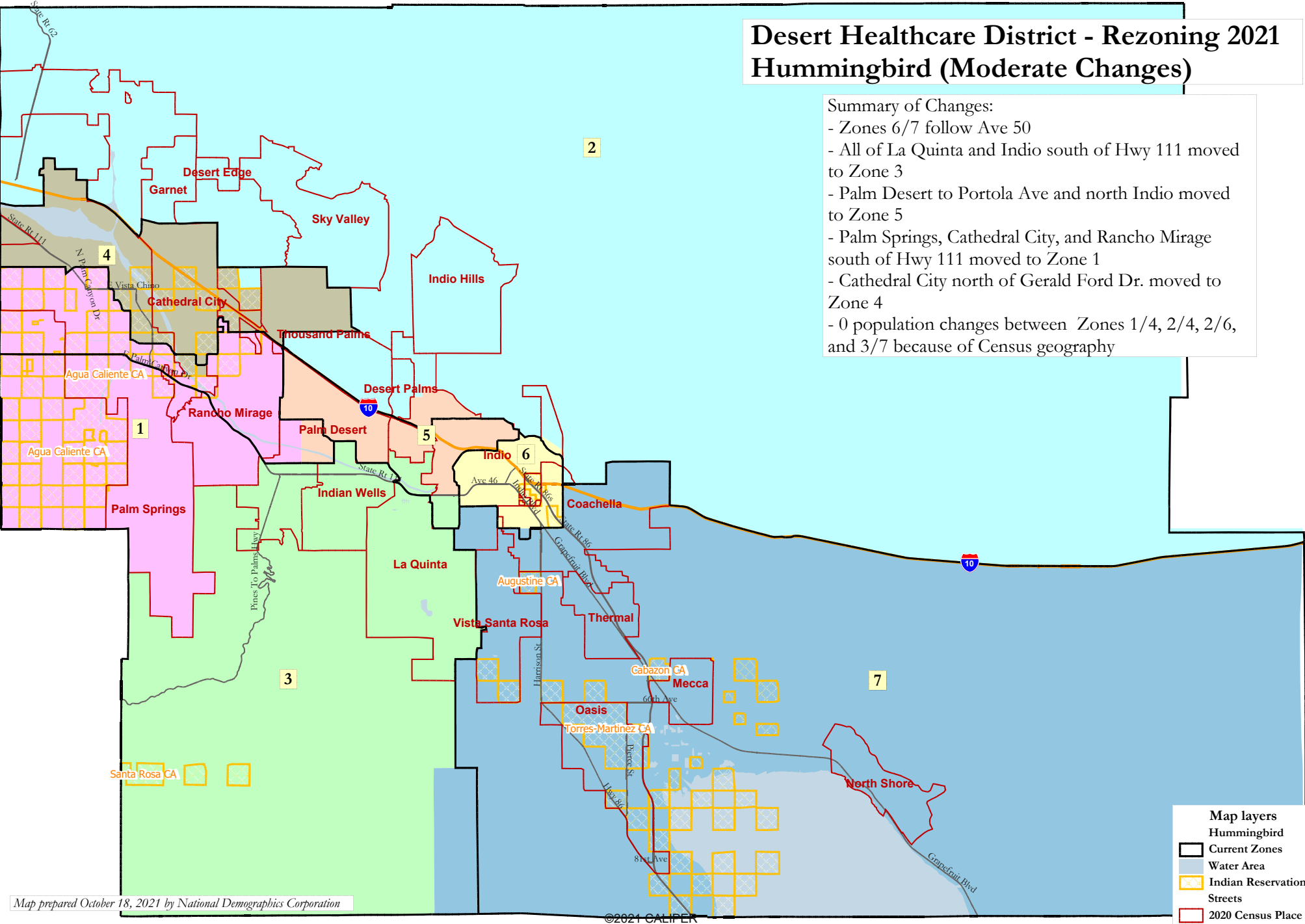
ATTEST:

Evelt PerezGil, Vice President/Secretary
Board of Directors

Desert Healthcare District - Rezoning 2021 Hummingbird (Moderate Changes)

Summary of Changes:

- Zones 6/7 follow Ave 50
- All of La Quinta and Indio south of Hwy 111 moved to Zone 3
- Palm Desert to Portola Ave and north Indio moved to Zone 5
- Palm Springs, Cathedral City, and Rancho Mirage south of Hwy 111 moved to Zone 1
- Cathedral City north of Gerald Ford Dr. moved to Zone 4
- 0 population changes between Zones 1/4, 2/4, 2/6, and 3/7 because of Census geography



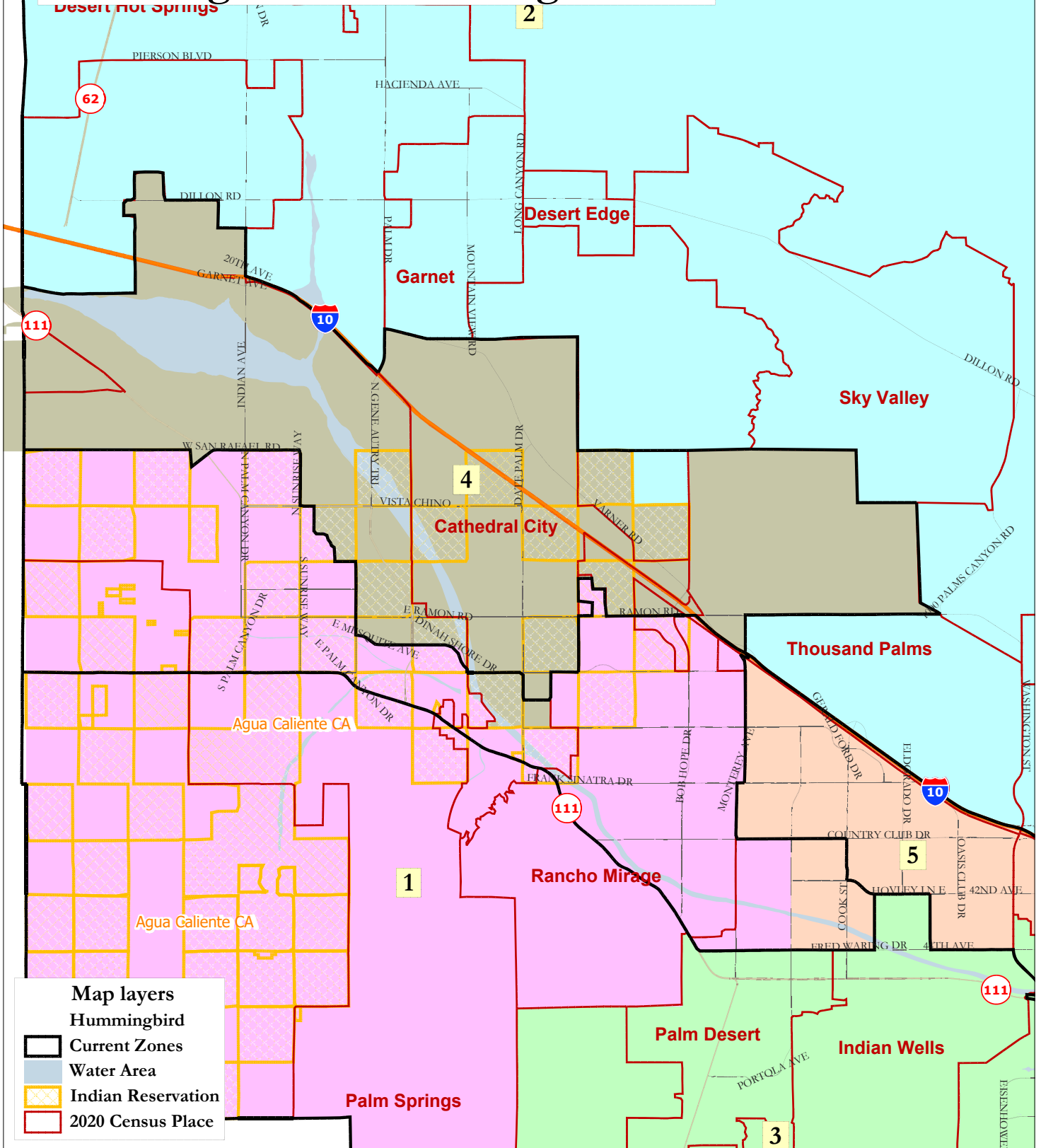
Map prepared October 18, 2021 by National Demographics Corporation

©2021 CALIPER

Map layers

- Hummingbird
- Current Zones
- Water Area
- Indian Reservation
- Streets
- 2020 Census Place

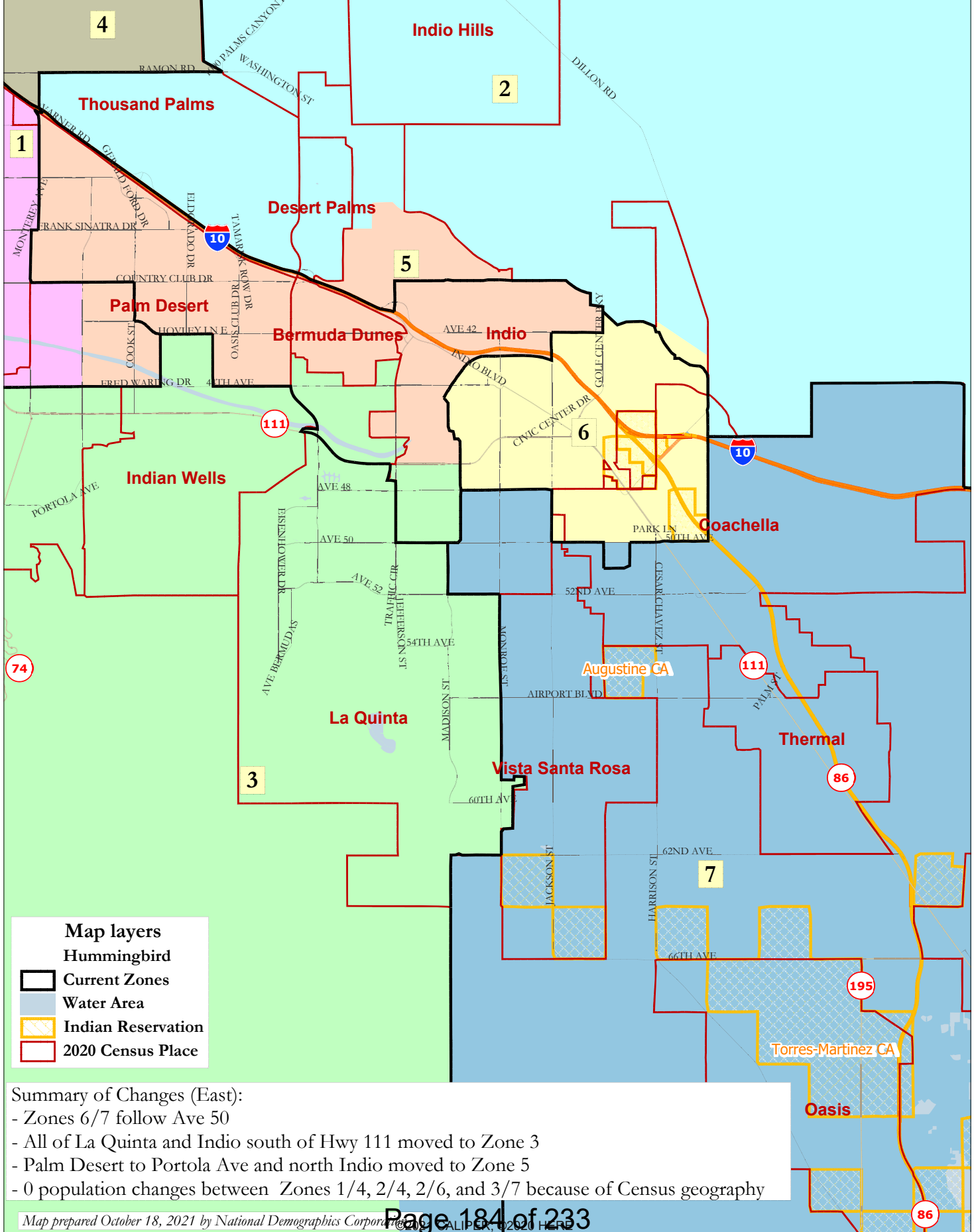
Desert Healthcare District (West) Rezoning 2021 - Hummingbird



Summary of Changes (West):

- Palm Desert to Portola Ave and north Indio moved to Zone 5
- Palm Springs, Cathedral City, and Rancho Mirage south of Hwy 111 moved to Zone 1
- Cathedral City north of Gerald Ford Dr. moved to Zone 4
- 0 population changes between Zones 1/4, 2/4, 2/6, and 3/7 because of Census geography

Desert Healthcare District (East) Rezoning 2021 - Hummingbird



Summary of Changes (East):

- Zones 6/7 follow Ave 50
- All of La Quinta and Indio south of Hwy 111 moved to Zone 3
- Palm Desert to Portola Ave and north Indio moved to Zone 5
- 0 population changes between Zones 1/4, 2/4, 2/6, and 3/7 because of Census geography

Desert Healthcare District - Hummingbird

Zone		1	2	3	4	5	6	7	Total
2020	2020 Census (Raw)	63,072	61,845	64,631	64,062	62,399	63,988	63,242	443,239
	Deviation from ideal	-248	-1,475	1,311	742	-921	668	-78	2,786
	% Deviation	-0.39%	-2.33%	2.07%	1.17%	-1.45%	1.06%	-0.12%	4.40%
2020 Total Pop	% Hisp	20%	52%	33%	61%	36%	85%	91%	54%
	% NH White	69%	37%	58%	27%	54%	10%	7%	37%
	% NH Black	3%	6%	2%	4%	3%	2%	1%	3%
	% Asian-American	4%	2%	4%	6%	5%	2%	1%	4%
Citizen Voting Age Pop	Total	53,920	36,296	52,957	39,539	47,705	37,769	26,725	294,911
	% Hisp	14%	31%	25%	43%	27%	80%	83%	39%
	% NH White	79%	58%	69%	43%	65%	16%	14%	54%
	% NH Black	3%	8%	2%	4%	3%	2%	1%	3%
	% Asian/Pac.Isl.	3%	2%	3%	8%	4%	1%	1%	3%
Voter Registration (Nov 2020)	Total	43,452	29,499	41,025	31,708	39,060	24,749	20,155	229,648
	% Latino est.	11%	32%	23%	45%	26%	78%	78%	36%
	% Spanish-Surnamed	11%	30%	21%	41%	24%	71%	73%	34%
	% Asian-Surnamed	2%	1%	2%	1%	2%	1%	0%	1%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%	1%
	% NH White est.	83%	60%	73%	49%	69%	22%	18%	59%
	% NH Black	3%	7%	2%	5%	3%	2%	1%	3%
Voter Turnout (Nov 2018)	Total	28,090	14,851	24,313	15,481	22,601	9,324	7,294	121,954
	% Latino est.	8%	19%	16%	34%	19%	73%	73%	25%
	% Spanish-Surnamed	7%	19%	15%	32%	17%	68%	70%	24%
	% Asian-Surnamed	1%	1%	1%	1%	1%	1%	0%	1%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%	1%
	% NH White est.	87%	71%	80%	56%	77%	25%	22%	69%
	% NH Black	2%	6%	2%	4%	3%	2%	1%	3%
Voter Turnout (Nov 2020)	Total	38,467	22,799	35,003	25,010	33,391	17,454	13,762	185,886
	% Latino est.	10%	27%	20%	41%	24%	76%	75%	32%
	% Spanish-Surnamed	9%	25%	19%	38%	22%	70%	70%	29%
	% Asian-Surnamed	2%	1%	2%	2%	2%	1%	0%	1%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%	1%	1%
	% NH White est.	84%	64%	76%	52%	72%	24%	21%	63%
	% NH Black est.	2%	6%	2%	5%	3%	2%	1%	3%
ACS Pop. Est.	Total	65,348	53,505	70,212	66,912	63,934	63,527	57,665	441,105
Age	age0-19	11%	21%	20%	26%	20%	28%	25%	22%
	age20-60	39%	44%	44%	52%	43%	57%	56%	48%
	age60plus	50%	35%	36%	22%	37%	15%	19%	31%
Immigration	immigrants	17%	23%	17%	32%	17%	29%	41%	25%
	naturalized	49%	40%	53%	44%	56%	45%	25%	42%
Language spoken at home	english	78%	63%	72%	45%	70%	31%	18%	55%
	spanish	15%	33%	22%	47%	24%	68%	82%	41%
	asian-lang	2%	2%	2%	5%	3%	1%	0%	2%
	other lang	4%	2%	3%	2%	3%	0%	1%	2%
Language Fluency	Speaks Eng. "Less than Very Well"	8%	13%	9%	20%	11%	39%	53%	21%
Education (among those age 25+)	hs-grad	44%	53%	48%	50%	52%	56%	44%	49%
	bachelor	23%	12%	22%	14%	19%	6%	5%	15%
	graduatedegree	18%	7%	13%	8%	12%	3%	3%	10%
Child in Household	child-under18	10%	22%	20%	31%	21%	33%	27%	22%
Pct of Pop. Age 16+	employed	46%	45%	54%	58%	52%	66%	63%	55%
Household Income	income 0-25k	24%	33%	16%	26%	18%	29%	41%	26%
	income 25-50k	20%	27%	21%	25%	20%	28%	28%	24%
	income 50-75k	15%	16%	16%	17%	18%	19%	14%	16%
	income 75-200k	29%	22%	34%	28%	36%	23%	15%	28%
	income 200k-plus	11%	2%	13%	5%	8%	2%	2%	7%
Housing Stats	single family	71%	88%	82%	73%	78%	76%	78%	78%
	multi-family	29%	12%	18%	27%	22%	24%	22%	22%
	rented	34%	36%	30%	39%	27%	33%	33%	33%
	owned	66%	64%	70%	61%	73%	67%	67%	67%

Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.

Desert Healthcare District - Hummingbird

Zona		1	2	3	4	5	6	7	Total
2020	Pob. Total	63,072	61,845	64,631	64,062	62,399	63,988	63,242	443,239
	Desviación de pob.	-248	-1,475	1,311	742	-921	668	-78	2,786
	% Desviación	-0.39%	-2.33%	2.07%	1.17%	-1.45%	1.06%	-0.12%	4.40%
2020 Pob. Total	% Hisp	20%	52%	33%	61%	36%	85%	91%	54%
	% Blanco	69%	37%	58%	27%	54%	10%	7%	37%
	% Negro	3%	6%	2%	4%	3%	2%	1%	3%
	% Asiático	4%	2%	4%	6%	5%	2%	1%	4%
Ciudadanos +18 años	Total	53,920	36,296	52,957	39,539	47,705	37,769	26,725	294,911
	% Hisp	14%	31%	25%	43%	27%	80%	83%	39%
	% Blanco	79%	58%	69%	43%	65%	16%	14%	54%
	% Negro	3%	8%	2%	4%	3%	2%	1%	3%
	% Asiático	3%	2%	3%	8%	4%	1%	1%	3%
Registros (Nov 2020)	Total	43,452	29,499	41,025	31,708	39,060	24,749	20,155	229,648
	% Latino est.	11%	32%	23%	45%	26%	78%	78%	36%
	% apellido español	11%	30%	21%	41%	24%	71%	73%	34%
	% apellido asiático	2%	1%	2%	1%	2%	1%	0%	1%
	% apellido filipino	1%	1%	1%	2%	1%	1%	1%	1%
	% blanco est.	83%	60%	73%	49%	69%	22%	18%	59%
	% negro est.	3%	7%	2%	5%	3%	2%	1%	3%
Votantes (Nov 2018)	Total	28,090	14,851	24,313	15,481	22,601	9,324	7,294	121,954
	% Latino est.	8%	19%	16%	34%	19%	73%	73%	25%
	% apellido español	7%	19%	15%	32%	17%	68%	70%	24%
	% apellido asiático	1%	1%	1%	1%	1%	1%	0%	1%
	% apellido filipino	1%	1%	1%	2%	1%	1%	1%	1%
	% blanco est.	87%	71%	80%	56%	77%	25%	22%	69%
Votantes (Nov 2020)	Total	38,467	22,799	35,003	25,010	33,391	17,454	13,762	185,886
	% Latino est.	10%	27%	20%	41%	24%	76%	75%	32%
	% apellido español	9%	25%	19%	38%	22%	70%	70%	29%
	% apellido asiático	2%	1%	2%	2%	2%	1%	0%	1%
	% apellido filipino	1%	1%	1%	2%	1%	1%	1%	1%
	% blanco est.	84%	64%	76%	52%	72%	24%	21%	63%
Pob. ACS	Total	65,348	53,505	70,212	66,912	63,934	63,527	57,665	441,105
	Edad								
Edad	Edad 0 – 19 años	11%	21%	20%	26%	20%	28%	25%	22%
	Edad 20 – 60 años	39%	44%	44%	52%	43%	57%	56%	48%
	Edad +60 años	50%	35%	36%	22%	37%	15%	19%	31%
Migración	Migrante	17%	23%	17%	32%	17%	29%	41%	25%
	Naturalizada	49%	40%	53%	44%	56%	45%	25%	42%
Lengua en casa	Inglés	78%	63%	72%	45%	70%	31%	18%	55%
	Español	15%	33%	22%	47%	24%	68%	82%	41%
	Idioma Asiático	2%	2%	2%	5%	3%	1%	0%	2%
	Otro idioma	4%	2%	3%	2%	3%	0%	1%	2%
Fluidez en Inglés	Habla Inglés solo "bien" o menos	8%	13%	9%	20%	11%	39%	53%	21%
Nivel de educación (edad +25)	preparatoria	44%	53%	48%	50%	52%	56%	44%	49%
	licenciatura	23%	12%	22%	14%	19%	6%	5%	15%
	graduado	18%	7%	13%	8%	12%	3%	3%	10%
Hogares con niño(s)	con niño(s)	10%	22%	20%	31%	21%	33%	27%	22%
Pto. Edad 16+	empleado	46%	45%	54%	58%	52%	66%	63%	55%
Ingreso (por hogar)	\$0 a \$25 000	24%	33%	16%	26%	18%	29%	41%	26%
	\$25 a \$50 000	20%	27%	21%	25%	20%	28%	28%	24%
	\$50 a \$75 000	15%	16%	16%	17%	18%	19%	14%	16%
	\$75 a \$200 000	29%	22%	34%	28%	36%	23%	15%	28%
	mayor a \$200 000	11%	2%	13%	5%	8%	2%	2%	7%
Unidades de vivienda	Unifamiliar	71%	88%	82%	73%	78%	76%	78%	78%
	Multifamiliar	29%	12%	18%	27%	22%	24%	22%	22%
	Rentadas	34%	36%	30%	39%	27%	33%	33%	33%
	Propias	66%	64%	70%	61%	73%	67%	67%	67%

Población en total del Censo 2020 y ha estado ajustada por el estado de California. Registros y votantes (por apellido) vienen del California Statewide Database. Registros y votantes "latinos" han estado ajustados según la dirección del Census Population Department. Registros y votantes blancos y negros han estado estimados por NDC. Los ciudadanos 18+, edad, migrantes, y otras cifras socioeconómicas vienen del 2015-2019 American Community Survey

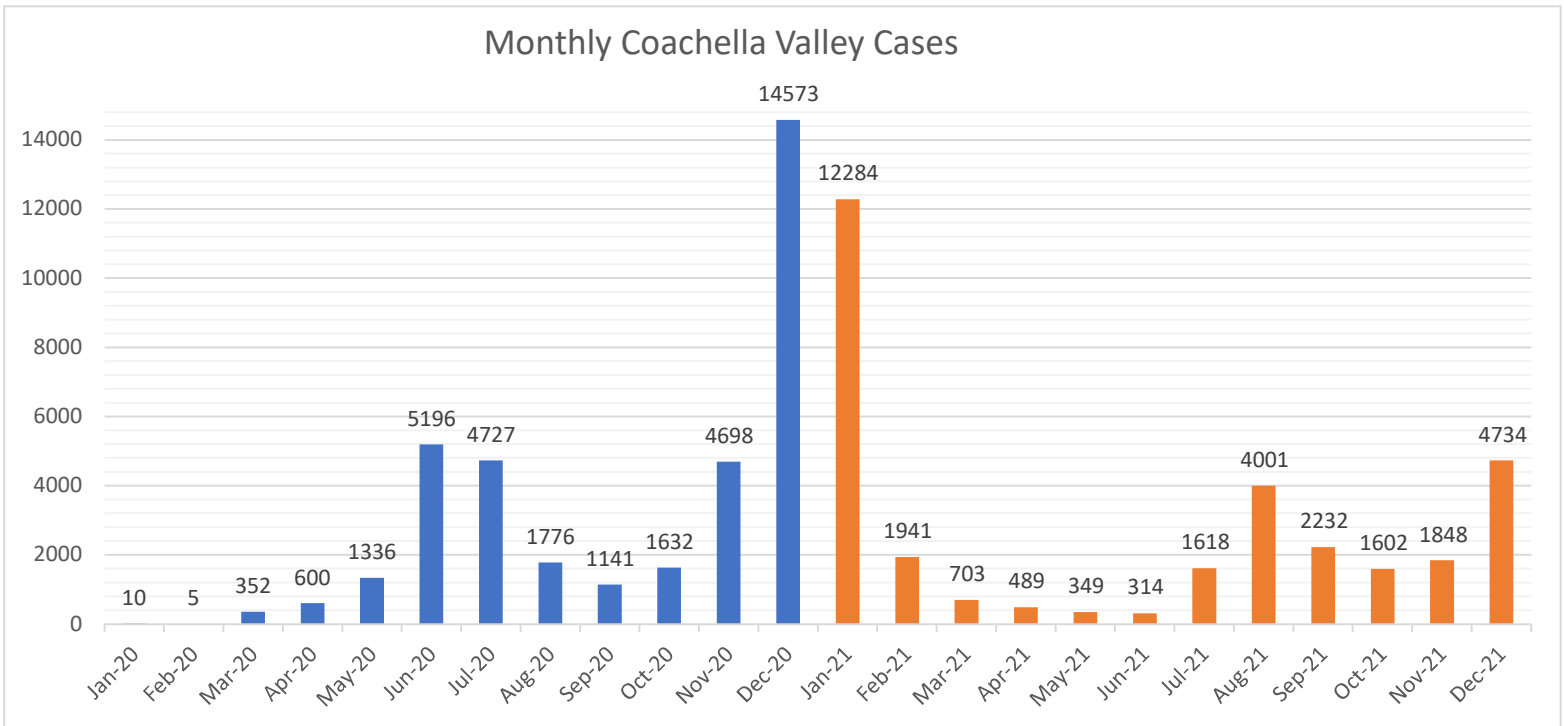


DESERT HEALTHCARE
DISTRICT & FOUNDATION

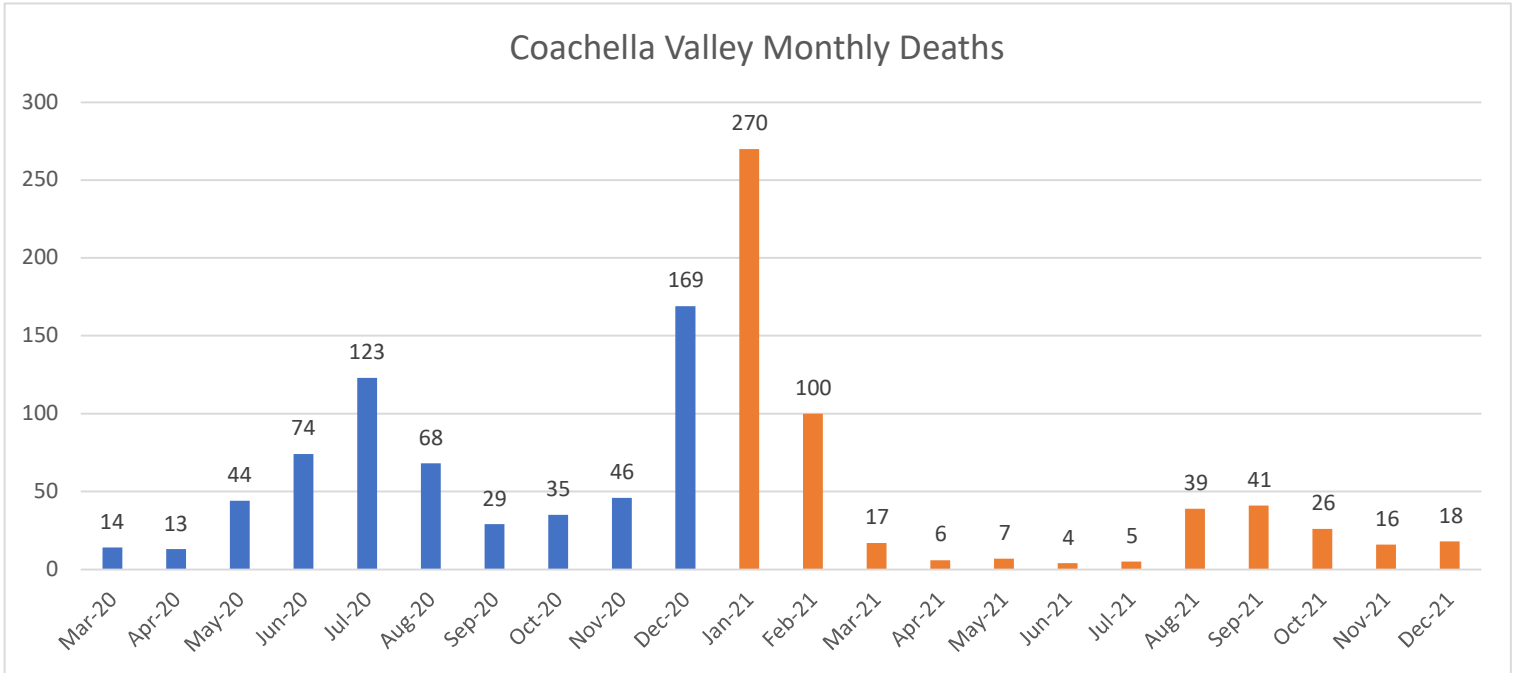
Date: January 25, 2022
To: Board of Directors
Subject: COVID-19 Vaccination Efforts in the Coachella Valley - UPDATE

Information:

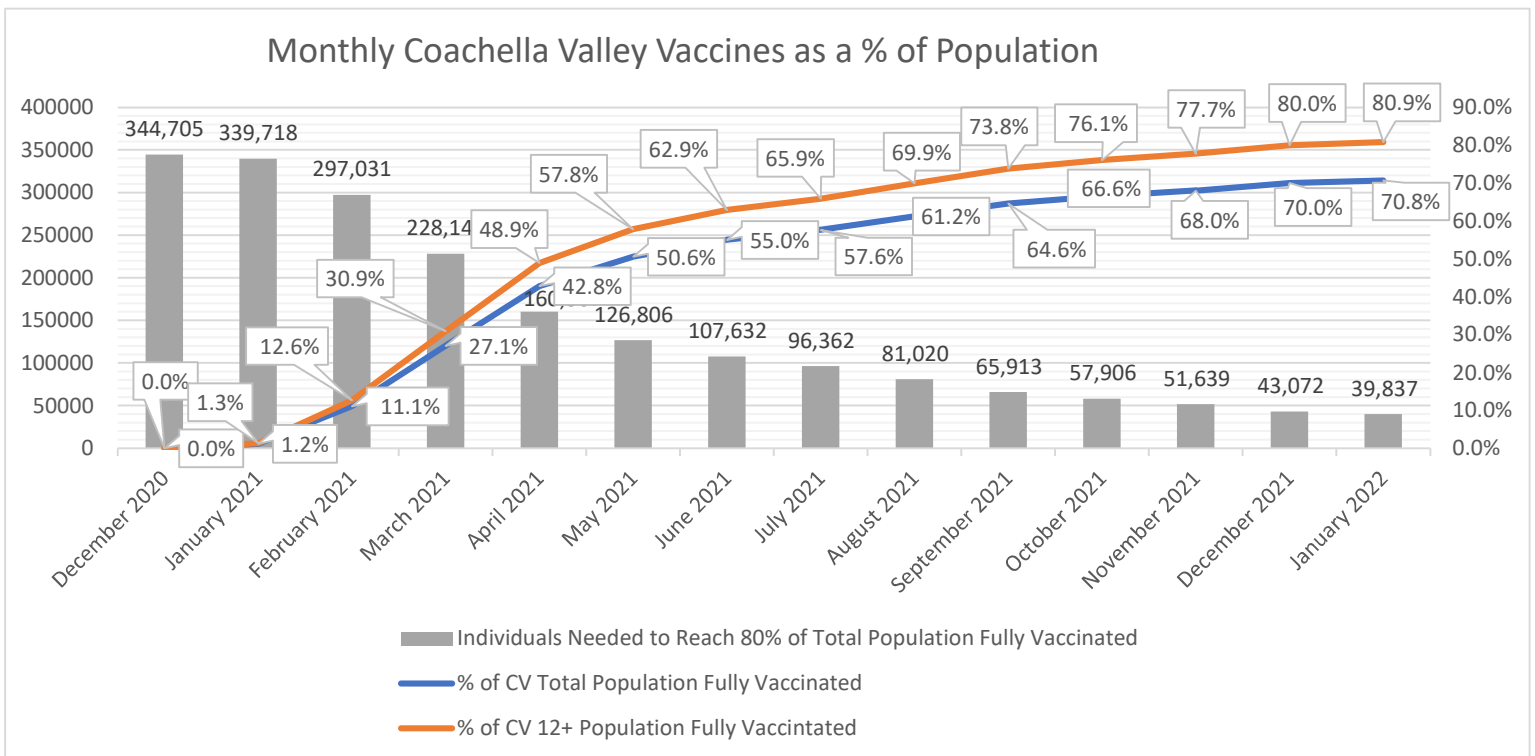
- COVID-19 continues to be the focus of public health interventions across the nation. Recent increases in COVID-19 cases continue to create great concerns and have reinforced the importance of vaccines as the most effective prevention measure.
- Over the last few weeks, the Coachella Valley experienced, like the rest of the nation, an increase in the number of positive cases.
- After a peak in the number of COVID-19 cases in August, we begin to see a reverse in cases trend, with cases declining from a nearly 4,000-case peak in August to about 1,600 in October (-60%). However, cases have significantly increased in December to over 4,700 monthly cases (+200%).



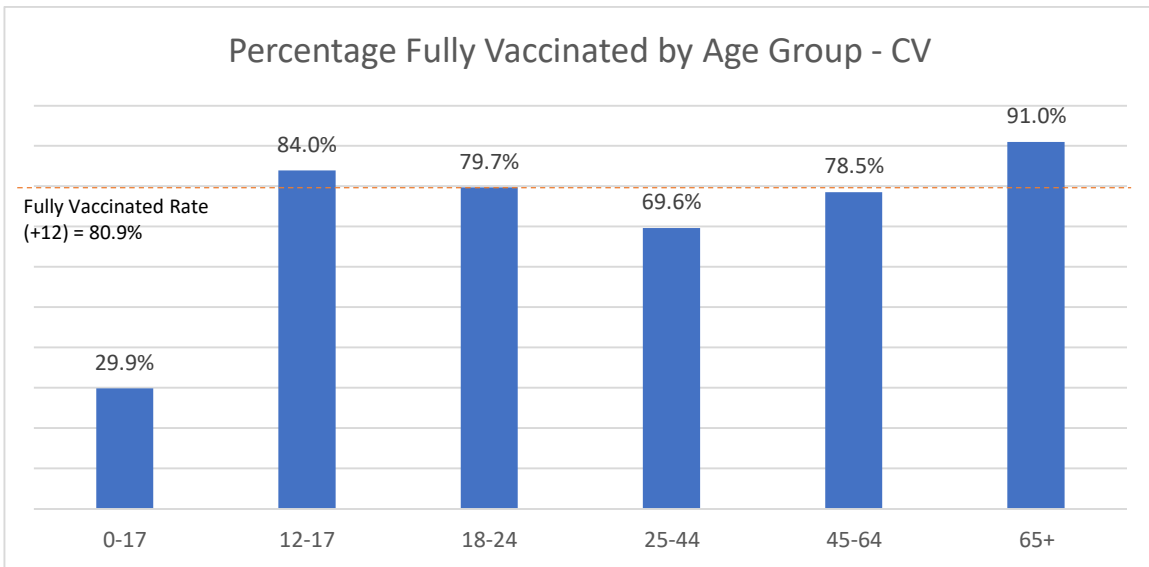
- With the increase in monthly cases, the number of deaths remains lower than what was seen earlier last Fall.



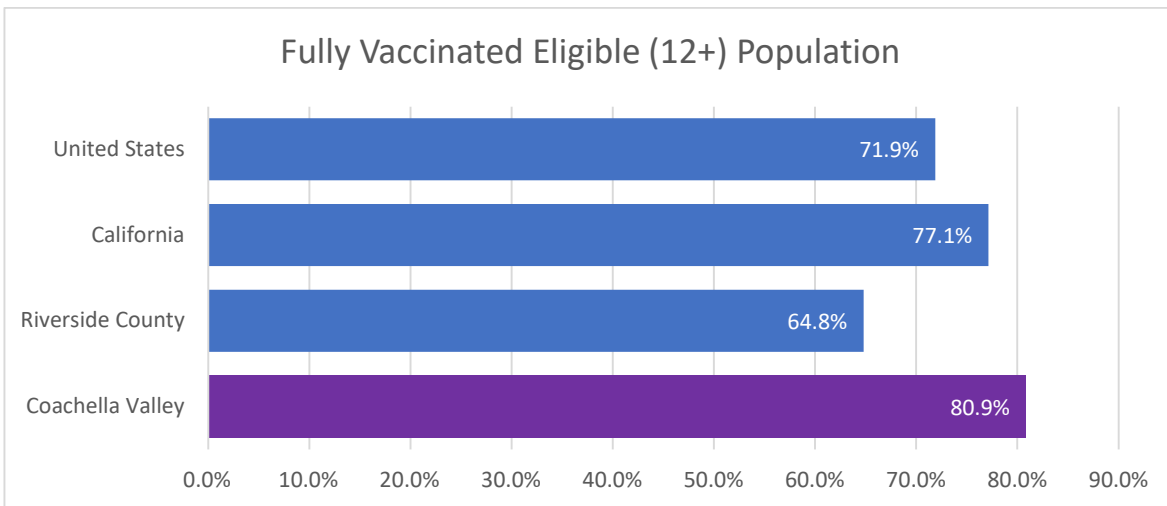
- Vaccination rates have continued to increase in the Valley. Currently, the District’s population (12+) is 81% fully vaccinated and total population is 71%. The latter number is expected to increase as children (ages 5 – 11) continue to become fully vaccinated. Specifically, the Coachella Valley is showing 8,709 children ages 5-11 as either partially or fully vaccinated.



- Additionally, we have seen an increase in fully vaccinated individuals across the region. From our previous report, the 12 – 17 age group saw an increase from 73% to 84%; the 18 – 24 group increased from 77% to 80%; the 25 – 44 increased from 68% to 70%; and the 45 – 64 age group increased to 78%.



- Our efforts in Coachella Valley continue to be reflected in our vaccination rates.



- However, significant gaps remain, especially between communities with highest vs. lowest vaccination rates, as we have been highlighting for months now. The city of Rancho Mirage has a vaccination rate of 84.1%, while the city of Desert Hot Springs has only 60.2% of its population fully vaccinated.
- The COVID-19 case rate is much lower in Rancho Mirage (9.3%) compared to Desert Hot Springs which has a case rate over 2X higher (20.3%).



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: January 25, 2022
To: Board of Directors
Subject: 2022 Special District Selection Committee Election Notice – Western Portion of the County

Background:

- In March 2020, the Local Area Formation Commission (LAFCO) released a call for nominations for Special District Member representation in the Eastern portion of the county to fill the expiring term.
- Subsequently, in August 2020, LAFCO released a call for a Special District Member alternate nomination.
- The Board respectively nominated then director, now President Karen Borja, as the Special District Member to represent the district, as well as director Arthur Shorr as the alternate at-large member.
- The July 2020 Special District Member election of candidates resulted in Nancy Wright, Mission Springs Water District, and Steve A. Pastor, Lake Hemet Municipal Water District as an alternate.

Election Process:

- On January 10, 2022, LAFCO released a call for nominations for Special District Member representation in the Western portion of the County to fill the expiring term.
- The term of the incumbent, Phil Williams, Lake Elsinore Water District, serving since 2003, expires in May 2022, and he will continue to serve until a successor is appointed.
- In approximately 2 weeks, LAFCO will conduct a call for nominations for approximately 30-days noting that if one candidate is nominated, that nominee will be appointed.
- After the nomination period ends, ballots will be distributed to the presiding officer, President Borja.
- If the presiding officer is unable to vote, the Board may designate another member of the governing body in President Borja's place.
- The votes of the presiding officer do not require Board action, and, to meet the quorum requirement, LAFCO needs the return of twenty-nine (29) total ballots.
- Staff will advise President Borja once the ballot is received from LAFCO.
- The election notice letter is attached for reference.



via electronic mail

January 10, 2022

Notice to all Special District Board Presiding Officers c/o District Clerks:

Later this month, we will begin the process of selecting a Special District Member for Riverside Local Agency Formation Commission (LAFCO). The purpose of this letter is to inform all districts of the process in advance in order to avoid any confusion. Historically, the Special District Selection Committee (SDSC) has conducted its elections at a physical meeting in conjunction with a dinner meeting hosted by the Special District Association of Riverside County. Due to cost and logistics, it has been determined such a physical meeting is not entirely feasible. Therefore, this next election (and likely subsequent elections) will be conducted by electronic mail (e-mail), as explained below, and as was conducted for the most recent Special District Election.

Specifically, the election will be for one LAFCO position as follows: a Regular Special District Member *from the western portion of the County* (any district with the majority of its assessed value west of the intersection of I-10 and Highway 111). Presiding officers from all Districts are eligible to vote for the position. The term of the incumbent, Phil Williams, the western District Member expires on May 2, 2022. However, by statute the incumbent will continue to serve until a successor is appointed, if necessary. The new term will run through May 4, 2026.

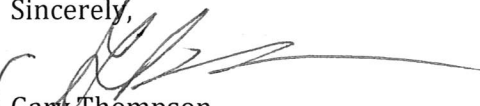
The SDSC is comprised of the presiding officers of each independent special district of Riverside County. In approximately 2 weeks, Riverside LAFCO will transmit a formal call for nominations to SDSC members, in care of each District's Clerk. The District Clerks are responsible for transmitting the nomination package to the Board Presiding Officer. Formal nominations must be submitted by SDSC members (i.e., presiding officers) or designated alternates (see below). The nomination period will be approximately 30 days. If only one candidate is nominated, that candidate will be deemed appointed. After nominations are received, an emailed ballot will be sent to the voting member, in care of the District Clerks, to cast a vote.

If the presiding officer is unable to submit a nomination or vote, the governing body of the District may designate another board member to act in place of the presiding officer. District managers or other staff members may not nominate candidates or vote. Please note that neither nominations nor votes of the presiding officer require action of the governing body. Board members designated by their governing body to vote in place of the presiding officer should provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. Ballots will be due approximately 30 days from receipt.

Note: *there are 55 voting districts in Riverside County. To meet the 50% + 1 quorum requirement for this election, we need at least 29 ballots returned from SDSC members for the election to be valid.*

Again, in order to expedite this process, please ensure this information is passed to your Presiding Officer when received. Please contact Rebecca Holtzclaw at rholtzclaw@lafco.org with any questions or concerns.

Sincerely,


Gary Thompson
Executive Officer

cc: District General Managers



**DESERT HEALTHCARE DISTRICT
STRATEGIC PLANNING COMMITTEE
MEETING MINUTES
January 11, 2022**

Directors Present via Video Conference	District Staff Present via Video Conference	Absent
Director/Chair Les Zendle, MD President Karen Borja Director Leticia De Lara	Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Jana Trew, Senior Program Officer, Behavioral Health Meghan Kane, Senior Program Officer, Public Health Andrea S. Hayles, Clerk to the Board	Conrado E. Bárzaga, MD, CEO

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Zendle called the meeting to order at 1:30 p.m. with all directors present.	
II. Approval of Agenda	Chair Zendle asked for a motion to approve the agenda.	It was moved by President Borja and seconded by Director De Lara to approve the agenda. Motion passed unanimously.
III. Approval of the Minutes – November 9, 2021	Chair Zendle asked for a motion to approve the minutes of the November 9, 2021, meeting.	It was moved by Director De Lara and seconded by President Borja to approve the November 9, 2021, meeting minutes. Motion passed unanimously.
IV. Public Comment	There was no public comment.	
V. Old Business 1. FY2021-2026 Strategic Plan a. Strategic Goals - Priorities Implementation/ Communications	Chris Christensen, CAO, provided a review of the November 9 th meeting in which staff was directed to recommend prioritization of the top 3 Strategic Plan goals (from a total of seven goals that were approved at the October 26, 2021, Board of Directors meeting and resulted in the FY 2021-2026 Strategic Plan. Reviewing the priority settings given by the board, staff recommended goals #1 (Proactively increase the financial resources DCHD/F can apply to support community health needs),	



**DESERT HEALTHCARE DISTRICT
STRATEGIC PLANNING COMMITTEE
MEETING MINUTES
January 11, 2022**

	<p>#2 (Proactively expand community access to primary and specialty care services as the primary focus areas), and #3 (Proactively expand community access to behavioral/mental health services). These 3 goals included the larger number of strategies of high priority at the September 2021 Strategic Planning Retreat.</p> <p>Implementation of goal #1 is an internal process, seeking resources through fundraising and grant writing in relation to the hospital lease, seismic retrofitting of the hospital and additional tax revenue that was not realized when the District expanded the boundaries to include the eastern portion of the Coachella Valley.</p> <p>Goals 2 and 3 are more specific to grant funding and have been added to the Clear Impact platform where performance measures of the implementation strategies within each goal have been developed to track and measure funding impact (Return on Grant Funding investments). The remaining 4 goals had been previously approved by the board as a moderate priority.</p> <p>To effectively and concisely ensure the implementation process of the high priority grant funding goals #2 and 3, a considerable amount of administrative work needs to be accomplished in a timely manner, beginning with refining the grant application process through the grantmaking software platform (Blackbaud) and revising the website</p>	
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**DESERT HEALTHCARE DISTRICT
STRATEGIC PLANNING COMMITTEE
MEETING MINUTES
January 11, 2022**

	<p>pages to reflect the revision of the grants award process specific to goals #2 and #3 to finally allow staff to communicate a clear and concise message to the community at large and grantees by conducting public outreach on funding availability specifically for grant support on goals #2 and #3.</p> <p>Discussion ensued regarding the balance of goals #4 for 7 and whether a process should be determined in the future on how the board would plan to address any funding requests related to the moderate and low priority ratings of goals #5 through #7.</p> <p>The committee directed staff to focus efforts on goals 1, 2, and 3 and to develop a process document related to requests and/or ideas that fall outside of the high priority goals of 1, 2, and 3.</p>	
VI. Adjournment	Chair Zendle adjourned the meeting at 2:18 p.m.	Audio recording available on the website at https://www.dhcd.org/Agendas-and-Documents

ATTEST: _____
 Les Zendle, MD, Chair/Director, Strategic Planning Committee
 Desert Healthcare District Board of Directors

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



DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
MEETING MINUTES
January 11, 2022

Directors Present	District Staff Present	Absent
Chair/Treasurer Arthur Shorr President Leticia De Lara, MPA Director Les Zendle, MD	Chris Christensen, Chief Administration Officer Eric Taylor, Accounting Manager Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Andrea S. Hayles, Clerk to the Board	Conrado E. Bázaga, MD, Chief Executive Officer

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Shorr called the meeting to order at 3:31 p.m.	
II. Approval of Agenda	Chair Shorr asked for a motion to approve the agenda.	Moved and seconded by Director Zendle and Director De Lara agenda. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting December 07, 2022	Chair Shorr motioned to approve the December 07, 2021, minutes with the following modifications: - Areas that staff or legal “contact” each director (pg. 2) -Modify decided to “consider” (pg. 3) -Change no transactions to “unauthorized transactions” (pg. 4) -Amend from community members to grantees (pg. 8)	Moved and seconded by President De Lara and Director Zendle to approve the December 07, 2021, meeting minutes with the changes as illustrated. Motion passed unanimously.
V. Chief Administration Officer’s Report	Chris Christensen, CAO, explained that the CalPERS medical insurance plan transitioned from the PERS Choice to the PERS Platinum plan. The new 10% coinsurance benefit is 90/10 versus 80/20 with the same provider network. The out-of-pocket expense for the coinsurance payments in the old plan, such as the employee versus the family was \$3k before the	



DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
MEETING MINUTES
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	<p>coinsurance was met, and 100% after, with the new plan offering \$2k for employees, and \$4k for families – a benefit to district employees. A 13.4% premium increase to the budget line item will continue to be lower than budget due to staffing vacancies and having budgeted for full family benefits. During the budgeting process, other plans will be evaluated and forwarded to the board with additional options.</p> <p>The last two years Lund & Guttry, CPA accounting firm, has performed the district’s annual audit; however, Mr. Gary Dack, Partner, who directed the district’s audit is retiring. The audit function will transition to a new organization named CV Accounting and Auditing Firm in February 2022, with Mr. Dack working with CV Accounting during his 2–3-year transition period with the same staff, and Shannon Maidment, the audit partner. Staff will provide engagement letters for the new firm at the February committee meeting for consideration of approval. It was noted that the District’s FY 21 State Controllers Report, which is due by January 31, as well as the Foundation’s Form 990, will be completed prior to January 31.</p> <p>Two vacancies currently remain at the Las Palmas Medical Plaza</p>	
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**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
MEETING MINUTES
January 11, 2022**

	with one unit of interest thus far in January.	
<p>VI. Financial Reports</p> <ol style="list-style-type: none"> 1. District and LPMP Financial Statements 2. Accounts Receivable Aging Summary 3. District – Deposits 4. District – Property Tax Receipts 5. LPMP Deposits 6. District – Check Register 7. Credit Card – Detail of Expenditures 8. LPMP – Check Register 9. Retirement Protection Plan Update 10. Grant Payment Schedule 	<p>Chair Shorr reviewed the financial reports with the committee. The committee inquired and discussed the Profit & Loss Budget vs. Actual line item 5112 with the vacation over budget by \$7k due to less vacation related to remote work and the last week of the year treated as holidays, similar to line item 5160 – education expense related to educational conferences and continuing education. Line item 5115 – Nutrition Education and Obesity Prevention Branch (NEOPB) is under budget due to the program cancellation, and item 5119 DHCF is over budget due to the allocation for Foundation programs, including the CV Equity Collaborative.</p> <p>Chair Shorr noted that the highlighted section on the grants payment schedule is related to the \$1.8M forwarded from the prior year and reduced by \$330k for current year awards as illustrated in the current year column.</p>	<p>Moved and seconded by Director Zendle and Director De Lara to approve the November and December 2021 District Financial Reports - Items 1-10 and to forward to the Board for approval. Motion passed unanimously.</p>
<p>VII. Other Matters</p> <ol style="list-style-type: none"> 1. Simpson, Gumpertz, & Heger (SGH), Inc. engagement of the seismic non-structural engineering evaluation report 	<p>Chris Christensen, CAO, described the discussions with Kaufman Hall and the joint meeting with Simpson, Gumpertz, & Heger (SGH) to obtain an update on the</p>	



**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
MEETING MINUTES
January 11, 2022**

	<p>nonstructural requirements since the last seismic estimate in 2019, highlighting the separate work from the seismic structural competent. The nonstructural evaluation is related to securing plumbing or items for fire prevention, flooding during an earthquake, which is essential for all the buildings. The timeline for January 2024 requires a nonstructural engineering report, further informing the committee that staff will provide an engagement or proposal for approval of the work with additional discussions with Kaufman Hall and the ad hoc committee. Additionally, the completion of the construction documentation is due by January 2026 with completion of the building permits by January 2028.</p> <p>In the last assessment, the fee for the nonstructural assessment is \$3M, requesting that the engineering firm issue a proposal for the work and update the assessment for any changes to the work, such as building codes with a timeframe for completion up to 18 months affecting permits and other documents.</p> <p>Chair Shorr inquired about the RFP to assist with the strategic direction associated with a timeline of remediation with the committee further</p>	
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**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
MEETING MINUTES
January 11, 2022**

	discussing a review of the 2019 scope of work by SGH, which includes structural and nonstructural terms, the timeline, and legislation with a possible study session of the board of directors.	
VIII. Adjournment	Director Shorr adjourned the meeting at 4:22 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

ATTEST: _____
 Arthur Shorr, Treasurer/Chair, Board of Director
 Finance & Administration Committee Member
 Desert Healthcare District Board of Directors

Minutes respectfully submitted by Andrea S. Hayles, Clerk of

DRAFT



Chief Administration Officer's Report

January 11, 2022

Medical Insurance – The CalPers medical insurance plan through Anthem Blue Cross was revised for 2022. The plan transitioned from PERS Choice to PERS Platinum. The new PPO plan offers a 10% coinsurance benefit design, versus 20% with the former, and will retain the same broad provider network. This is a better benefit to the employee. The PERS Platinum will include a 13.42% premium increase.

Las Palmas Medical Plaza - Property Management:

Occupancy:

See attached unit rental status report.

95.6% currently occupied –

Total annual rent including CAM fees is **\$1,354,042**.

Leasing Activity:

Two suites are vacant and available for lease. We anticipate interest will increase in early 2022.

Las Palmas Medical Plaza

Unit Rental Status

As of January 1, 2022

Unit	Tenant Name	Deposit	Lease Dates		Term	Unit Sq Feet	Percent of Total	Monthly Rent	Annual Rent	Rent Per Sq Foot	Monthly CAM	Total Monthly Rent Inclg CAM	Total Annual Rent Inclg CAM
			From	To									
											\$ 0.69		
1E, 204	Vacant					880	1.78%						
1W, 204	Vacant					1,280	2.59%						
Total - Vacancies						2,160	4.38%						
Total Suites - 31 - 29 Suites Occupied		\$ 59,100.54				49,356	95.6%	\$ 80,412.37	\$ 964,948.44	\$ 1.70	\$ 32,424.48	\$ 112,836.85	\$ 1,354,042.20
Summary - All Units													
			Occupied	47,196	95.6%								
			Vacant	2,160	4.4%								
			Pending	0	0%								
			Total	49,356	100%								



**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
January 11, 2022**

Directors Present via Video Conference	District Staff Present via Video Conference	Absent
Chair/Vice-President/Secretary Evett PerezGil President Karen Borja Director Carmina Zavala	Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Jana Trew, Senior Program Officer, Behavioral Health Meghan Kane, Senior Program Officer, Public Health Erica Huskey, Administrative and Program Assistant Andrea S. Hayles, Clerk of the Board	Conrado E. Bárzaga, MD, Chief Executive Officer

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	The meeting was called to order at 5:03 p.m. by Chair PerezGil.	
II. Approval of Agenda	Chair PerezGil asked for a motion to approve the agenda.	Moved and seconded by President Borja and Director Zavala to approve the agenda. Motion passed unanimously.
III. Meeting Minutes 1. December 07, 2021	Chair PerezGil asked for a motion to approve the December 07, 2021, meeting minutes.	Moved and seconded by Director Zavala and President Borja to approve the December 07, 2021, meeting minutes. Motion passed unanimously.
IV. Public Comment	There were no public comments.	
V. Old Business		
1. Funding Requests Update	Donna Craig, Chief Program Officer, described Olive Crest’s \$123k request for the Palm Desert Clinic and mental health staffing that staff is currently reviewing.	
2. Grant Payment Schedule	Chair PerezGil inquired on any questions of the committee concerning the grant payment schedule with the committee discussing the column for total grants paid in prior years	

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
January 11, 2022**

	<p>representing grants approved in a prior year, and total grants paid in the current fiscal year.</p>	
<p>VI. Program Updates</p> <p>1. Progress and Final Reports Update</p>	<p>Chair PerezGil inquired on any questions related to the progress and final reports update with the committee inquiring on OneFuture Coachella Valley’s proposed number of residents served of forty (40) included in the prior board packet, but not illustrated on the progress reports. However, in reference to the issues and barriers, there are none, as well as no course corrections, further inquiring if OneFuture will meet their objectives by 2023.</p> <p>Donna Craig, Chief Program Officer, explained that the absence of barriers and course corrections are during a specific period of March 2021 through August 2021. In the Progress Report Period, the committee also inquired on the number of residents served – 2,000. Ms. Craig will obtain more clarification, including their definition of “served,” and report back to the committee. Ms. Craig suggested that the 2,000 number may represent the total number of Black and African American students in the three (3) school districts that could apply for the scholarships.</p>	

DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
January 11, 2022

	<p>Additionally, the committee inquired about the Martha’s Village and Kitchen grant with more clarification on goal one (1) of ten (10) beds served, forty (40) additional clients, leading to 365,000 sheltered bed nights annually, which is the goal for the entire grant term as described by Ms. Craig. However, the committee requested more clarification.</p>	
<p>VII. Grant Funding Requests</p> <p>1. Grant # 1301 (UCR Regents of the University of California at Riverside) <i>Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic: \$113,514</i> (STRATEGIC PLAN GOAL & STRATEGY ALIGNMENT: Goal #3 Proactively expand community access to behavioral/mental health services; Strategy 3.7 Collaborate/partner with community providers to enhance access to culturally sensitive behavioral/mental health services)</p>	<p>Donna Craig, Chief Program Officer, described the community-based interventions to mitigate psychological trauma and mental health disparities in immigrant communities by continuing the existing COVID-19 project as illustrated in the staff report for UCR’s request for funding.</p> <p>The committee inquired on the relocated residents of Oasis mobile home park accessing the services.</p> <p>Public Comments: Dr. Evelyn Vasquez and Ann Cheney, PhD, explained that the promotoras that are engaged with the UCR Center for Health Disparities Research will assist in reaching out to the Oasis community, including a promotora residing within the community. UCR will engage with the residents that are in the process of relocating, as well as some residents that are still in</p>	<p>Moved and seconded by Director Zavala and President Borja to forward to the Board for approval Grant # 1301 (UCR Regents of the University of California at Riverside) <i>Community-Based Interventions to Mitigate Psychological Trauma and Mental Health Disparities in Immigrant Communities in the COVID-19 Pandemic: \$113,514.</i> Motion passed unanimously.</p>

DESERT HEALTHCARE DISTRICT
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<p>2. Grant #1303 (CSUSB Philanthropic Foundation) <i>Nursing Street Medicine Program: \$54,056 (STRATEGIC PLAN GOAL AND STRATEGY: Goal #2 Proactively expand community access to primary and specialty health care services; Strategy 2.2 Provide funding to support an increase in the number of clinics and needed programs in geographically targeted markets and the days and hours that they operate)</i></p>	<p>the mobile home park. Many of the residents are living in the Mountain View Estates development further detailing the additional areas of outreach and collaboration.</p> <p>Greg Rodriguez, Government Relations and Public Policy Advisor, Office of Supervisor Perez, explained that only a few residents in the Oasis mobile home park have been relocated, but the majority have moved to the Mountain View Estates.</p> <p>Donna Craig, Chief Program Officer, described the nursing street medicine program as a continuation of the project the committee approved last year to support faculty for supervision, stipends, and supplies.</p> <p>Public Comments: Diane Vines, Director, Nursing Street Program, CSUSB, explained that CSUSB is pleased to return the request to the district for funding of the program, describing the rewarding experience for the students.</p> <p>Dr. Ann Cheney, UCR, expressed her support for the program and the continued work, including collaborating with the Coachella Valley Free Clinic in partnership with the Coachella Valley Volunteers in Medicine.</p>	<p>Moved and seconded by President Borja and Director Zavala to forward to the Board for approval Grant #1303 (CSUSB Philanthropic Foundation) <i>Nursing Street Medicine Program: \$54,056. Motion passed unanimously.</i></p>
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**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
January 11, 2022**

<p>3. Grant #1302 (Vision To Learn) <i>Vision to Learn – Palm Springs, Desert Sands and Coachella Valley School Districts: \$50,000 (STRATEGIC PLAN GOAL AND STRATEGY: Goal #2 Proactively expand community access to primary and specialty health care services; Strategy 2.3 Provide funding support to community organizations providing expanded mobile primary and specialty care services)</i></p>	<p>Donna Craig, Chief Program Officer, described the partnership between Vision to Learn and the Riverside County Board of Education to provide mobile vision screenings to low-income students in the three (3) Coachella Valley school districts, including free eyewear and exams for referrals, as well as free replacement of glasses if they become lost or broken.</p> <p>Public Comments: Damian Carroll, National Director, Chief of Staff, Vision to Learn, thanked the committee and staff for considering the grant and the critical need to assist students after the school closures due to COVID.</p>	<p>Moved and seconded by President Borja and Director Zavala to forward to the Board for approval Grant #1302 (Vision To Learn) <i>Vision to Learn – Palm Springs, Desert Sands and Coachella Valley School Districts: \$50,000.</i> Motion passed unanimously.</p>
<p>VIII. Committee Members Comments</p>	<p>President Borja requested at the October meeting more local data in relation to the final grant report that was submitted by Grantmakers Concerned with Immigrants and Refugees (Grant #1127 for \$150,000). Staff will provide the requested local data information at the February Program Committee meeting.</p>	
<p>IX. Adjournment</p>	<p>Chair PerezGil adjourned the meeting at 5:33 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
Evelt PerezGil, Chair/Director
Program Committee

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

DESERT HEALTHCARE DISTRICT								
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE								
December 31, 2021								
TWELVE MONTHS ENDING JUNE 30, 2022								
Grant ID Nos.	Name	Approved Grants - Prior Yrs	6/30/2021 Bal Fwd	Current Yr 2021-2022	Total Paid Prior Yrs July-June	Total Paid Current Yr July-June	Open BALANCE	
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 6,660,000		\$ -		\$ 6,660,000	
2019-994-BOD-05-28-19	One Future Coachella Valley - Mental Health College & Career Pathway Development - 2 Yr	\$ 700,000	\$ 148,750		\$ 148,750		\$ -	
2020-1085-BOD-05-26-20	Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr	\$ 50,000	\$ 5,000		\$ 5,000		\$ -	
2020-1057-BOD-05-26-20	Desert Cancer Foundation - Patient Assistance Program - 1 Yr	\$ 150,000	\$ 15,000		\$ 15,000		\$ -	
2020-1139-BOD-09-22-20	CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr	\$ 50,000	\$ 5,000		\$ (528)		\$ 5,528	
	Unexpended funds Grant #1139						\$ (5,528)	
2020-1135-BOD-11-24-20	Hope Through Housing Foundation - Family Resilience - 1 Yr	\$ 20,000	\$ 2,000		\$ -		\$ 2,000	
2020-1149-BOD-12-15-20	Voices for Children - Court Appointed Special Advocate Program - 1 Yr	\$ 40,000	\$ 22,000		\$ 18,000		\$ 4,000	
2021-1136-BOD-01-26-21	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr	\$ 119,432	\$ 65,688		\$ 53,744		\$ 11,944	
2021-1147-BOD-01-26-21	Alzheimer's Association - Critical Program Support - 1 Yr	\$ 33,264	\$ 18,295		\$ 14,969		\$ 3,326	
2021-1162-BOD-01-26-21	Joslyn Center - Wellness Center Program Support - 1 Yr	\$ 109,130	\$ 60,022		\$ 49,108		\$ 10,914	
2021-1170-BOD-02-23-21	Jewish Family Services - Mental Health Counseling for Underserved Residents - 1 yr	\$ 80,000	\$ 44,000		\$ 36,000		\$ 8,000	
2021-1141-BOD-03-23-21	Martha's Village & Kitchen - Homeless Housing With Wrap Around Services - 1 Yr	\$ 210,905	\$ 115,998		\$ -		\$ 115,998	
2021-1171-BOD-03-23-21	Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months	\$ 150,000	\$ 82,500		\$ 67,500		\$ 15,000	
2021-1174-BOD-03-23-21	Mizell Center - Geriatric Case Management Program	\$ 100,000	\$ 55,000		\$ 45,000		\$ 10,000	
2021-1266-BOD-04-27-21	Galilee Center - Our Lady of Guadalupe Shelter - 1 yr	\$ 150,000	\$ 82,500		\$ 67,500		\$ 15,000	
2021-1277-BOD-04-27-21	Lift To Rise - United Lift Rental Assistance 2021 - 8 Months	\$ 300,000	\$ 210,000		\$ 180,000		\$ 30,000	
2021-1280-BOD-05-25-21	Desert AIDS Project - DAP Health Expands Access to Healthcare - 1yr	\$ 100,000	\$ 55,000		\$ -		\$ 55,000	
2021-21-02-BOD-06-22-21	Carry over of remaining Fiscal Year 2020/2021 Funds*	\$ 1,854,873	\$ 1,854,873		\$ 304,094		\$ 1,550,779	
2021-1296-BOD-11-23-21	Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1yr			\$ 154,094		\$ 69,342	\$ 84,752	
2021-1289-BOD-12-21-21	Desert Cancer Foundation - Patient Assistance Program - 1 Yr			\$ 150,000		\$ -	\$ 150,000	
							\$ -	
TOTAL GRANTS		\$ 14,217,604	\$ 9,501,626	\$ 304,094	\$ 1,004,137	\$ 69,342	\$ 8,726,713	
Amts available/remaining for Grant/Programs - FY 2021-22:								
Amount budgeted 2021-2022			\$ 4,000,000				G/L Balance:	12/31/2021
Amount granted through December 31, 2021:			\$ (304,094)				2131	\$ 3,736,713
Mini Grants:	1293; 1294		\$ (10,000)				2281	\$ 4,990,000
Financial Audits of Non-Profits			\$ -					
Net adj - Grants not used:	FY20-21 Funds, 1124, 1139		\$ 1,873,147				Total	\$ 8,726,713
Matching external grant contributions			\$ -					\$ (0)
Balance available for Grants/Programs			\$ 5,559,053					

* Value listed in Total Paid column reflects funds granted from carryover funds. Actual grant payments will be reflected under the respective grant.



Date: 1/11/2022

To: Program Committee – District

Subject: Progress and Final Grant Reports 12/1/21 – 12/31/21

The following progress and final grant reports are included in this staff report:

OneFuture #1148

Grant term: 3/1/21 – 2/28/23

Original Approved Amount: \$200,000.

Progress report covering the time period from: 3/1/21 – 8/31/21

Martha's Village and Kitchen #1141

Grant term: 4/1/21 – 3/31/22

Original Approved Amount: \$210,905.

Progress report covering the time period from: 4/1/21 – 9/30/21

OneFuture Coachella Valley, Grant#: 1148

Coachella Valley Black/African American Healthcare Student Scholarships

Strategic Area: Healthcare Infrastructure and Services

Reporting Period: 3/1/2021 to 8/31/2021

Paul Olson

Tel: (760) 989-4211

paul@onefuturecv.org

Grant Information

Grant Amount: \$200,000

Paid to date: \$45,000

Balance: \$155,000

Due Date: 10/1/2021

Proposed Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (2/28/2023):

Goal #1: Establish an Advisory Council inclusive of African American students and alumni scholars and the region's leaders, key organizations and community members most knowledgeable about the obstacles facing African American youth in pursuit of college and career attainment to inform development of scholarship priorities, student recruitment strategies and support services.

Goal #2: Implement immediate scholarship outreach, selection and awards cycle for first cohort of students.

Identify and provide scholarships to local African American students currently enrolled in healthcare certificate programs, 2-year and 4-year healthcare majors but not currently under scholarship with OFCV.

Goal #3: Assure students persist and complete certificate and degree leading to health careers by providing holistic student support services including:

1. Career pathway planning aligned with student plans and financial goals
2. One-on-one college success counseling

3. Financial aid package review, training and student and parent coaching
4. Leadership and student success workshops/events to gain essential skills from local employers and mentors.

Goal #4: Identify Long-Term Funding Partners for Sustained Program Implementation

Evaluation Plan:

Advisory Council will convene students, OFCV alumni, parents with lived experience along with key organizations to inform development of scholarship priorities, student recruitment strategies and support services. The council will utilize Regional Plan partnership to guide strategies, analyze data and guide evaluation process, develop career exploration opportunities and complete a sustainability plan.

OFCV will provide scholarships to students currently enrolled in healthcare certificate and college programs in two cycles for the 2021-22 and 2022-23 academic years, respectively. Information sessions will be completed before May of each year. Awards will be completed by August annually.

OFCV Advisors will utilize one-on-one counseling sessions and scholars' completed College and Career Plan to assess progress on short, mid and long term college, career, financial, mental wellness, career pathway, graduate school and employment goals. Advisors and scholars will identify strengths and gaps and adjust plans. Interim assessments will be completed at the conclusion of both the first and second term.

At the end of each term, scholars will submit unofficial transcripts for upcoming academic term to ensure full-time enrollment (12-15 units) and alignment with 4-6 year degree completion goals. Advisors will verify enrollment via class schedules and completion of each term via transcripts.

OFCV will verify scholars' submission of Financial Aid Award packages for evaluations by advisors. OFCV will assess scholar's capture and optimization of local (scholarships), state (Cal-Grant) and federal (Pell Grant) financial aid, identify eligibility for additional financial aid, assist additional financial aid applications and address financial gaps.

At the end of each term, scholars will submit unofficial transcripts for unit completion and gpa evaluation. Advisors will evaluate transcripts, address gaps and develop success strategies.

All students will participate in OFCV's Leadership Program and related networking opportunities with industry professionals, such as workshops and internships to build skills, confidence and social capital for students. Student engagement and quality of services are measured through annual surveys and evaluations, including student testimonials.

Advisory council in partnership with DHCD will challenge local, state and national organizations to invest fund to support Black and African American students pursuing healthcare careers by offering scholarships, providing support services and expanding internship and employment opportunities.

Proposed number of District residents to be served:

Total: 40

Proposed geographic area(s) served:

- Cathedral City
- Coachella
- Desert Hot Springs
- Indio
- La Quinta
- Mecca
- Palm Desert
- Palm Springs
- Rancho Mirage
- Thermal

Progress This Reporting Period

Progress Outcomes:

This grant reporting period was very productive. The Black and African American Healthcare Scholarship Advisory Alignment Team was established with Black and African American representatives from the business, philanthropic, non-profit and business community, and Black and African American OneFuture Coachella Valley alumni scholars. The team established the scholarship criteria, marketing materials and outreach activities to encourage applications. The application was created in the OneFuture Coachella Valley C2Navigator platform and went live in June 2021. Application progress was monitored and extra outreach was conducted to increase scholarship awareness among the target population. The team voted to extend the initial scholarship application deadline to December in order to attract more applications and the team is on target to make their first scholarship award selections this fall.

Progress on the number of District residents served:

Total: 2,000

Geographic area(s) served during this reporting period:

All District Areas

Progress on the Program/Project Goals:

Goal #1:

Establish an Advisory Council inclusive of African American students and alumni scholars and the region's leaders, key organizations and community members most knowledgeable about the obstacles facing African American youth in pursuit of college and career attainment to inform development of scholarship priorities, student recruitment strategies and support services

- An advisory committee comprised of community, education and business partners was established.
- First advisory meeting was held on May 17, 2021.
- Through their own lived experiences and community lens, the Advisory Committee provided guidance on the healthcare scholarship initiative and input about how to best support BAA scholars.
- Advisory Committee began the Alignment Consensus Activity to create vision and establish goals.
- Marketing and outreach for the BAA healthcare scholarship opportunity was shared with prospective students through education, community and business networks.
- A low initial number of application submissions lead OFCV team to seek advisory guidance, which lead to extending application deadline to December 31, 2021.
- In August, the Advisory Council recommended marketing material revisions to increase application completions. Recommendations included:
 - Removing requirements from flyer to avoid discouraging them to apply. All requirements were listed in actual application portal.
 - Expanding education opportunity language to include career technical/vocational and certificated programs, in addition to college.
 - Adding a QR Code to simplify access.

Goal #2:

Implement immediate scholarship outreach, selection and awards cycle for first cohort of students. Identify and provide scholarships to local African American students currently enrolled in healthcare certificate programs, 2-year and 1-year healthcare majors but not currently under scholarship with OFCV.

- June 2021: Black and African American Healthcare Scholarship Application was created on the OFCV C2Nav website portal.
- June 2021: Scholarship application went live.
- Social media posts to market DHCD Black & African American Healthcare Scholarship were created for Instagram and Facebook.

- Scholarship requirements (i.e. GPA, career trajectory) were affirmed by Advisory Council.
- July-August 2021: E-mail, text messages and calls were made to all students who had started a DHCD BAA Healthcare scholarship application, encouraging them to complete and submit their applications.
- May –June 2021: OFCV sent information about the BAA Healthcare Scholarship opportunity to CVUSD, DSUSD, PSUSD, College of the Desert and community networks.
- Advisory Committee voted to create a two-year scholarship commitment to 2021 cohort. This removed the barrier of financial aid uncertainty for students just beginning their academic journey.
- Scholarship cycle was established to award eligible applicants who meet scholarship requirements.

Goal #3:

Assure students persist and complete certificate and degree leading to health careers by providing holistic student support services including:

1. Career pathway planning aligned with student plans and financial goals
2. One-on-one college success counseling
3. Financial aid package review, training and student and parent coaching
4. Leadership and student success workshops/ events to gain essential skills from local employers and mentors

Goal #3 is focused on assuring students persist and complete certificate and degree programs leading to health careers by providing holistic student support services. That work will take place in the next quarter of this grant, once scholarships have been awarded to the first cohort.

Goal #4:

Identify Long-Term Funding Partners for Sustained Program Implementation.

- During this quarter, the advisory team was focused on the launch of outreach to initial scholars. They will turn their attention to the long-term sustainability of the fund in the next quarter.

Program/Project Tracking:

- *Is the project/program on track?*

Yes

- *Please describe any specific issues/barriers in meeting the desired outcomes:*

No specific issues/barriers were encountered.

- *What is the course correction if the project/program is not on track?*

No course correction needed.

- *Describe any unexpected successes during this reporting period other than those originally planned:*

OneFuture received enthusiastic response from our Black and African American alumni scholars to participate on this team. We hoped to have a few volunteer, but the response was even more enthusiastic than originally anticipated.

Martha's Village and Kitchen, Grant#: 1141
Homeless Housing with Wrap-Around Services
Strategic Area: Homeless
Reporting Period: 4/1/2021-9/30/2021

Matt Phillips
Tel: (760) 347-4741
Fax: (760) 347-9551
mphillips@marthavillage.org

Grant Information

Grant Amount: \$210,905
Paid to date: \$94,907
Balance: \$115,998
Due Date: 10/01/21

Proposed Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (3/31/2022):

Goal #1:

Martha's will expand to provide 10 additional beds for homeless housing and wrap-around services at its main campus in Indio, during the term of the contract.

Goal #2:

Martha's will expand by securing a new location in Mecca. Martha's to provide case management with wrap-around services to include the additional enhancements of Employment Services, English as a Second Language Instruction and Computer Skills Training to 75 homeless or at risk of homeless individuals in the underserved area of Mecca.

Goal #3:

Martha's will expand services in its Desert Hot Springs location. Martha's will expand services with case management with Wrap-Around Services, with its current Employment Services and Computer Skills Training to 75 homeless or at risk of homelessness individuals in the underserved area of Desert Hot Springs.

Goal #4:

Martha's will build collaborations with a combination of a minimum of ten (10) nonprofits, community organizations and local government, in both the areas of Mecca and Desert Hot Springs. This effort will begin with scheduled listening meetings with the entities mentioned above to ensure the needs of the communities are met in the area of homeless and at risk of homelessness services.

Evaluation Plan:

The foundation of Martha's evaluation plan is the Logic Model, which describes the need for Martha's services based on research and statistics in alignment with the project goal of cost-effectively serving homeless individuals throughout the DHCD's boundaries. The Logic Model describes projected quantitative outcomes, indicators of success, sources of Martha's data, the methods used to gather data, as well as the evaluation procedures used to measure outcomes. Specifically, monitoring and evaluating Martha's homeless housing, case management and wrap-around service activities will involve collecting and analyzing statistical records, including clients' intake data, program participation, client records, and demographic profiles.

Significantly, for this project, the evaluation will include examination of the impact of Martha's services in the expanded areas of Mecca and Desert Hot Springs. Martha's Employment Specialists and Case Managers are responsible for ensuring data collection and data entry into the Database. This qualitative assessment will include the number of homeless individuals served, the wrap-around services provided, and results of the services provided. Martha's will customize its services based on the needs of the individual client and will track results accordingly. (i.e. move into permanent housing, certificate achieved, completed courses, employment achieved, healthcare received, employment documents secured). Martha's will also provide opportunities for residents and individuals that receive wrap-around services to provide feedback through oral feedback and written surveys.

Martha's will harness the strength of its data and surveys to analyze the project's success in meeting its goals and objectives. Martha's staff utilize this data and information to inform strategic planning, day-to-day decisions, and ensure that DHCD is able to see the positive impact on its residents. Additionally, Martha's leadership will collect feedback and data from staff and partners on the impact of the program.

Proposed number of District residents to be served:

Total: 190

Proposed geographic area(s) served:

Cathedral City
Coachella
Desert Hot Springs
Indio
Indian Wells
La Quinta
Palm Desert
Palm Springs
Rancho Mirage
Thousand Palms

Progress This Reporting Period

Progress Outcomes:

For the reporting period (4/1/2021-9/30/2021), Marthas Village and Kitchen is on track with all four goals as proposed. Marthas has not experienced any barriers or issues in meeting project goals.

Progress on the number of District residents served:

Total: 20

Geographic area(s) served during this reporting period:

Coachella
Desert Hot Springs
Indio
Palm Springs
Rancho Mirage
Thousand Palms

Progress on the Program/Project Goals:

Goal #1:

Provide 10 beds, serve 40 additional DHCD clients, resulting in 3,650 shelter bed-nights annually.

For the reporting period (4/1/2021-9/30/2021), Martha's Village and Kitchen has expanded to provide ten (10) additional beds, served twenty (20) additional clients from Desert Health Care District boundaries, resulting in 1,830 shelter bed nights.

100% of the program participants had their basic needs such as food, clothing, case management, and a clean safe housing environment.

100% of program participants completed the HMIS enrollment and assessment process.

Goal #2:

Expand to Mecca, and provide services to 75 clients of Mecca.

For the reporting period (4/1/2021-9/30/2021), Marthas Village and Kitchen have expanded to Mecca and provided services to thirty-eight (38) unduplicated clients of Mecca.

100% of program participants completed the HMIS enrollment and assessment process.

Goal #3:

Expand to DHS, and provide services to 75 clients of DHS.

For the reporting period (4/1/2021-9/30/2021), Marthas Village and Kitchen have expanded to Desert Hot Springs and provided services to fifty (50) unduplicated clients of Desert Hot Springs.

100% of program participants completed the HMIS enrollment and assessment process.

Goal #4:

Build collaborations with 10 nonprofits, community organizations, and local governments in both Mecca and DHS.

For the reporting period (4/1/2021-9/30/2021), Marthas Village and Kitchen have built collaborations with the five (5) organizations listed below in efforts to ensure the needs of the communities are met in the area of homeless and at risk of homelessness services.

1. Office of the Assemblyman Eduardo Garcia (Mecca & Desert Hot Springs)
2. CRLA California Rural Legal Assistance (Mecca)
3. UFW United Farm Workers Association (Mecca)
4. Family Resource Center (Desert Hot Springs)
5. Community Access Center (Desert Hot Springs)

Goal #5: N/A

Program/Project Tracking:

- *Is the project/program on track?*
Yes
- *Please describe any specific issues/barriers in meeting the desired outcomes:*
N/A
- *What is the course correction if the project/program is not on track?*
N/A

- *Describe any unexpected successes during this reporting period other than those originally planned:*

Martha's Village and Kitchen Homeless Housing with Wrap-Around Services experience unforeseen success in all locations as COVID-19 continues to trickle down, affecting day-to-day operations in all departments. Marthas Village and Kitchen's main success came with an increase of services provided as well as clients served. Clients throughout all offices continue receiving supportive services while ensuring the safety of all without interruption.



Date: January 10, 2022

DHCD Progress Report #2021-4 for reporting period October 1, 2021 to December 31, 2021

Grantee: Coachella Valley Association of Governments (CVAG)

Project Title: CV Link Project

Project Manager/ Contact: Jonathan Hoy, CVAG Director of Transportation (jhoy@cvag.org) or Erica Felci, Assistant Executive Director (efelci@cvag.org)

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

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

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

2. Summarize work completed during reporting period.

CVAG ended the calendar year in much the same way that the rest of 2021 had progressed: Lots of construction across the Coachella Valley.

In the City of Palm Desert, a grand opening celebration for CV Link and the San Pablo Corridor was held on October 23, 2021 where the projects intersect at Magnesia Falls Drive. This section of CV Link, which included a new access point at the Bump and Grind trailhead, was completed



through a cooperative agreement with the City of Palm Desert and totaled about \$6 million. CVAG would like to express its appreciation to the District/ Foundation, whose funding was used to complete this segment.

Some images from the celebration:





COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org

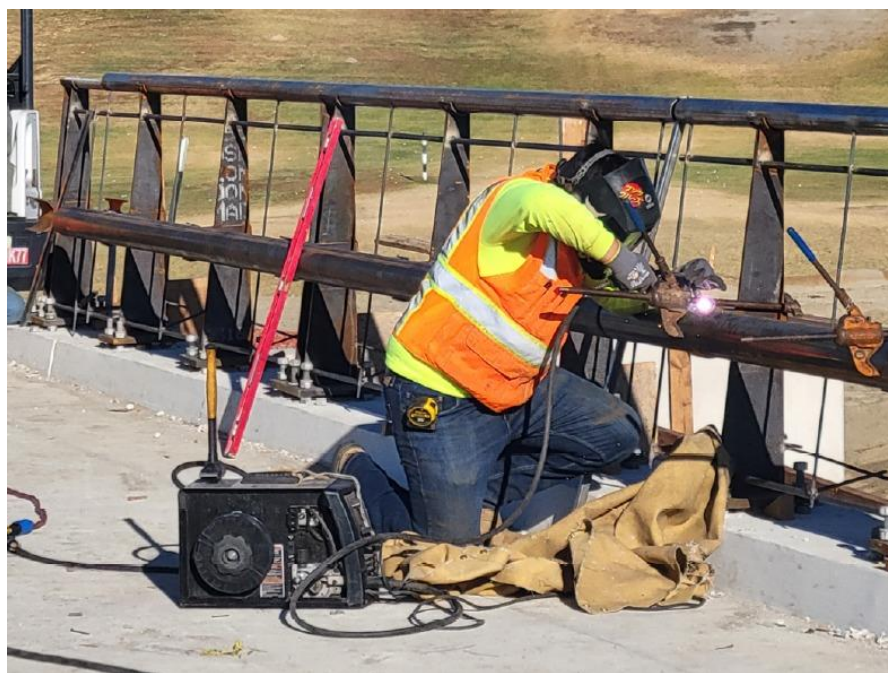




Additional construction is being completed under a \$52.733 million construction contract with Ames Construction. This work includes construction in the cities of Palm Springs, Palm Desert, La Quinta, Indio, Coachella and unincorporated Riverside County. As noted in previous updates, this work also includes work at Promontory Point, which is a large access point for CV Link at the border of the cities of La Quinta and Indio. Bridge work, and progress of the adjacent path, continued through the fourth quarter.

Below are a series of images from the recent work:









CVAG has always planned to have multiple construction sites going simultaneously. In addition to the work in La Quinta and Indio, CVAG anticipates on-street work will start in the City of Palm Springs. In the fourth quarter, CVAG continued additional site preparation work at the Palm Springs Visitors Center, where an access point to CV Link will be built. CVAG staff will be sure to provide details to the Board about any groundbreaking information.

As noted in previous reports, this construction is largely funded by the \$29.447 million in funds from the Active Transportation Program and State Transportation Improvement Program, which the California Transportation Commission (CTC) green lighted in 2020. CVAG also will be drawing down its funding commitments, including those from the Desert Healthcare District/ Foundation and South Coast Air Quality Management District. The Congressional Budget Office has estimated that every dollar spent on infrastructure produced an economic benefit of up to \$2.20, and the U.S. Council of Economic Advisers has calculated that \$1 billion of transportation infrastructure investment supports 13,000 jobs for a year. Based on these calculations, the \$52.7 million investment will produce an economic benefit of over \$116 million, and support more than 685 jobs for a year.

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

As noted in previous progress reports, the acquisition of right-of-way has been a more challenging process than initially expected, in large part because of the complicated land ownership along the stormwater channel. In June 2021, the CVAG Executive Committee adopted a Resolution of Necessity that allows CVAG to seek an easement from Union Pacific Railroad through a court process. This parcel is needed to take CV Link under the railroad lines in the City of Indio where CV Link. The process of acquiring this parcel continued through the fourth quarter of 2021.

In terms of opportunities, CVAG continues to identify partnerships that allow CV Link construction to move ahead as quickly as possible, even with the continued complications that have resulted from with COVID restrictions. In December, the CVAG Executive Committee approved an amended Reimbursement Agreement with the City of La Quinta for the Dune Palms Road Bridge project at the Whitewater River Channel. The City of La Quinta is using local and regional funding to expedite the project, and will be later reimbursed by the state's Highway Bridge Program. Under the funding agreement, the City will build improvements related to CV Link, which will go under the bridge, to ensure seamless construction timing. Work should start in mid-2022.



4. Is your project on schedule?

Yes, although CVAG may make minor adjustments to the timing of building various parts of the route authorized in this year's construction in order to best utilize and deploy the construction crews. CVAG staff and the team of contractors have worked to adjust to delays in receiving necessary materials and supplies, which are a result of worldwide shipping issues. But thanks to CVAG's pre-purchasing of materials early in the project schedule, these have been relatively small hiccups.

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

CVAG has funding commitments from an array of sources, which is reflective of the broad support the project has. That includes:

State Active Transportation Program:	\$21,692,000
CVAG Transportation Funds:	\$20,000,000
State Transportation Improvement Program:	\$18,655,000
South Coast Air Quality Mitigation District:	\$18,800,000
Federal Congestion Mitigation and Air Quality:	\$12,600,000
Desert Healthcare District:	\$10,000,000
California Strategic Growth Council:	\$1,000,000
Riverside County Parks:	\$750,000
Bicycle Transportation Account Grant:	\$748,500 (secured w/ Cathedral City)
Caltrans Environmental Justice Grant:	\$291,000 (secured w/ Palm Desert)

6. Work planned for next reporting period:

In the first quarter of 2022, CVAG will achieve the following milestones:

1. Continue construction at Promontory Point access point, where a bridge connects the Cities of La Quinta and Indio, and the nearby pathway segments along the Coachella Valley Stormwater Channel.
2. Continue construction of the Miles Street undercrossing, which will help improve connectivity and safety for CV Link users.
3. Start on-street construction in the City of Palm Springs, which will include sharing any groundbreaking information with the District/ Foundation and the project's other partners.
4. Acquire additional right of way needed, particularly in the western end of the CV Link route.



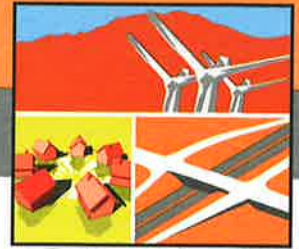
5. Mobilize for the additional segments that are included in this year's construction plans, including segments in the cities of Palm Desert (along the wash), La Quinta, Indio and Coachella as well as unincorporated Riverside County.

CVAG staff anticipates submitting its annual invoice to the District/ Foundation in spring of 2022. As always, CVAG welcomes input on any of these issues, as your feedback as a participatory partner in the project is important to our progress and the finalization of the right of way and construction of CV Link.

CVAG appreciates the continued support of this project. If District staff or Board members have any questions or need additional information about the project, Jonathan Hoy, Transportation Director can best be reached at (760) 238-1540 or at jhoy@cvag.org and Erica Felci, Assistant Executive Director, can be reached at (760) 534-1546 or at efelci@cvag.org.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org



CVAG

Coachella Valley Association of Governments Request for Payment

April 30, 2021

Conrado Barzaga, Chief Executive Officer
Desert Healthcare District
1140 N. Indian Canyon Drive
Palm Springs, CA 92262

Remit payment to:

Tom Kirk, Executive Director
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Project Name: CV Link
CVAG Invoice Number: CV-21144-21
Billing Period: 07/01/20-06/30/21

	Category	Amount of Reimbursement
Consultant Expenses Summarized		
<i>Alta Planning & Design</i>	<i>Design</i>	\$ 582,131.33
<i>Coachella Valley Water District</i>	<i>Design</i>	\$ 12,260.00
<i>Union Pacific RR</i>	<i>Design</i>	\$ 3,968.02
<i>Terra Nova Planning (BLM)</i>	<i>Right of Way</i>	\$ 18,325.57
<i>Bureau of Indian Affairs</i>	<i>Right of Way</i>	\$ 46,000.00
<i>Riverside County - Economic Development</i>	<i>Right of Way</i>	\$ 130,614.16
<i>US Dept. of Interior - BLM Fee</i>	<i>Right of Way</i>	\$ 18,112.14
<i>US Bureau of Reclamation Right of Use Fee</i>	<i>Right of Way</i>	\$ 5,758.00
<i>99 Cents Only Stores</i>	<i>Right of Way</i>	\$ 6,000.00
<i>Promontory Pt. Agreement (Fisher)</i>	<i>Right of Way</i>	\$ 10,000.00
<i>City of Palm Desert - CVWD Permit</i>	<i>Right of Way</i>	\$ 750.00
<i>Anser Advisory Group</i>	<i>Construction</i>	\$ 53,487.22
<i>Riverside County - Flood Control Permit</i>	<i>Construction</i>	\$ 1,000.00
<i>T.B. Pennick</i>	<i>Construction</i>	\$ 16,073.55
<i>LAE</i>	<i>Construction</i>	\$ 880.00
<i>CV Link Palm Desert On-Street</i>	<i>Construction</i>	\$ 764,640.01
Total		\$ 1,670,000.00

Please remit payment within 30 days.

LAW OFFICES
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(858) 675-9896
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JEFFREY G. SCOTT

Of Counsel
JAMES R. DODSON

DATE: January 20, 2022

TO: Board of Directors
Chris Christensen, Chief Administrative Officer
Desert Healthcare District

FROM: Jeffrey G. Scott, General Counsel

RE: 2022 Budget, Single Payor Legislation and Seismic Legislation

On January 10, 2022, Governor Newsom announced his proposed 2022-2023 budget.

- The Governor proposes \$213 billion in spending which is a 9% increase from the 2021-2022 budget.
- An estimated surplus of \$45.7 billion, which includes \$16.1 billion for K-14 schools, an additional \$9 billion in reserve deposits and supplemental pension payments, and approximately \$20.6 billion as a discretionary surplus.

Highlights include:

- \$2.7 billion in an Emergency COVID Response package, including bolstering testing, vaccination, and booster efforts, along with \$614 million to support frontline workers, patient care, and helping hospital surge capacities.
- \$3.2 billion in Workforce Investments, which includes \$1.7 billion to increase the healthcare workforce and \$1.5 billion for career pathways, in the fields of healthcare, education, climate, and technology.
- Expansion of full-scope Medi-Cal to ages 26-49, regardless of immigration status starting in 2024 and includes \$820 million in fiscal year 2023-2024 and \$2.7 billion ongoing, each year after.
- **Of particular note to DHD** is the \$1.4 billion earmarked for **New Medi-Cal Benefits for Behavioral Health** which will provide funds for Medi-Cal Community-Based Mobile Crisis Services related to mental health and substance use disorders.
- \$400 for Medi-Cal Provider Equity Payments which will establish provider payments focused on advancing equity and improving quality in child prevention, maternity, and integrated behavioral health care.

Single Payer Legislation

In another major legislative development, the Assembly Health Committee held a hearing on January 11, 2022, to move forward on consideration of single payer health care system in California. The proposal is comprised of two bills. **AB 1400**, which was introduced last year, provides the details of the plan, and **ACA 11**, which is being introduced this year, is the constitutional amendment that would establish the funding sources for the system.

AB 1400 and **ACA 11** are being authored by a number of Legislators but the main author is Assemblymember Ash Kalra from the San Jose area. The bills are sponsored by the California Nurses Association. **AB 1400** passed the Health Committee by a vote of 11-3 and is now headed to the Assembly Appropriations Committee.

ACA 11 proposes to fund the single payer system through a series of employer and personal income taxes:

- Gross receipts tax of 2.3% on business with more than \$2,000,000 in revenue,
- A payroll tax on every employer who pays wages or other compensation to 50 or more resident employees for services performed either within or without this state at a rate of 1.25% of the aggregate amount of wages or other compensation paid by the employer to the resident employees.
- In addition to the payroll tax above, a payroll tax on every employer who pays wages or other compensation to resident employees for services performed within or without this state at a rate of 1% of the aggregate amount of wages or other compensation paid by the employer to the resident employees in excess of \$49,900 per resident employee.
- Personal income tax as follows:

<u>For taxable income:</u>	<u>The marginal tax is:</u>
○ \$149,509 but not over \$299,508	0.5% of the taxable income
○ \$299,509 but not over \$599,012	1% of the taxable income
○ \$599,013 but not over \$1,299,499	1.5% of the taxable income
○ \$1,299,500 but not over \$2,484,120	1.75% of the taxable income
○ \$2,484,121 and above	2.5% of the taxable income

ACA 11 will require a two-thirds vote to pass.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=2

[02120220ACA11](#)

AB 1400 provides the structure for a single payer health system. Highlights include:

- The name of program is CalCare.
- Every resident whose primary place of abode is in California, without regard to immigration status, is eligible for benefits.
- CalCare will have a nine-person governing board and a 17-person public advisory committee.
- No private insurer will be allowed to offer benefits for which coverage is offered to individuals under CalCare.
- The board shall develop a proposal for including workers compensation coverage under CalCare which is not initially included in CalCare.
- Every resident is eligible to enroll in CalCare at no cost to the “member.” There will be no premiums, co-pays, deductibles, and no out of pocket costs for patients.

There are many more details in the 66-page bill:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB1400

Seismic Legislation

There is still strong interest in passing a seismic bill this year. The legislation would extend the due date for compliance with the 2030 requirements and soften the seismic structural requirements. However, there is a very strong united front in opposition from organized labor with the California Nurses Association leading the opposition. We will continue to closely monitor developments, but it is shaping up to be an uphill battle.