

DESERT HEALTHCARE FOUNDATION PROGRAM COMMITTEE

Program Committee Meeting February 08, 2022 5:30 P.M.

Or Immediately Following the Program Committee Desert Healthcare District Meeting

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

https://us02web.zoom.us/j/84879174390?pwd=VFZLQU0yT0U3dGJVcHIBWEN6NE5DQT09 Password: 045080

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

Dial in #:(669) 900-6833 To Listen and Address the Board when called upon:

Webingr ID: 848 7917 4390

Page(s) AGENDA Item Type

- Call to Order Vice-President/Secretary Evett PerezGil, Committee Chairperson
- 1-2 II. Approval of Agenda

Action

III. Meeting Minutes

3-5 1. January 11, 2022

Action

IV. Public Comments

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

V. Old Business

6-7
 8-39
 Grant Payment Schedules
 Grant #1034 City of Palm Springs: Consideration to forward to the Board a recommendation to

Action

- to forward to the Board a recommendation to approve a request for a second no-cost grant extension through June 30, 2022
- 3. Coachella Valley Equity Collaborative

a. Vaccination Education and Outreach

Information



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| | | Advancing the District's Role in Addressing the Healthcare Needs of Black Communities in the Coachella Valley – Update | Information |
|-------|------|---|-------------|
| 40-41 | | a. One Future Coachella Valley Scholarship Fund | |
| 42-44 | | b. Access to Healthcare – Borrego Health Foundation 5. Behavioral Health Initiative a. Steering Committee Meeting b. Joint School Districts Superintendents Meeting on Mental Health | Information |
| | VI. | Committee Member Comments | Information |
| | VII. | Adjournment Next Scheduled Meeting March 08, 2022 | |



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

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

| AGENDA ITEMS | DISCUSSION | ACTION |
|--|--|---|
| I. Call to Order | The meeting was called to order at 5:33 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, minutes. | Moved and seconded by President Borja and Director Zavala to approve the December 07, 2021, meeting minutes. Motion passed unanimously. |
| IV. Public Comment | There was no public comment. | |
| VI. Old Business 1. Grant Payment Schedules | Chair PerezGil inquired with the committee about questions concerning the grant payment schedules. The committee inquired about the Program Assistant hired to assist Alejandro Espinoza, Chief of Community Engagement. Mr. Espinoza reported hiring Sergio Rodriguez who has been working with the Coachella Valley Equity Collaborative. | |



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

- 2. Coachella Valley Equity Collaborative
 - a. Vaccination Education and Outreach

Alejandro Espinoza, Chief of Community Engagement, described the testing and vaccination efforts with more of a focus on testing resulting in long wait times. The school districts are providing testing through the pop-up events. Testing has resulted in over 1,000 individuals in a span of 4 hours.

Additional PCR testing events in the east and west Valley are underway with 48-hour results and good responses in the community. Vaccinations and testing are also scheduled in agricultural communities, and other partnerships with Borrego Health.

Public Comments:

Greg Rodriguez, Government Relations and Public Policy Advisor, Officer of Supervisor Perez, explained that the county is opening and extending testing sites in Indio and in Desert Highland Gateway Estates due to the demand.

- 3. Advancing the District's Role in Addressing the Healthcare Needs of Black Communities in the Coachella Valley – Update
 - a. One FutureCoachella ValleyScholarshipFund

Donna Craig, Chief Program
Officer, reported on the Black
and African American Healthcare
Scholars Advisory Committee
meeting, providing an update of
sixteen (16) scholars with a few
that were ineligible; six (6) were
approved to move forward, and
four (4) more are in the process
of review. A news release
announcing the applicants is



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

| healthcare – Borrego Health Foundation 4. Behavioral Health Initiative - update 5. Senior Program Officer, Behavioral Health, explained that the initiative work continues to advance, with the working groups focused on refining the strategic ideas for presentation to the Steering Committee at their February meeting. A behavioral health survey was sent to the Coachella Valley behavioral health service providers to assist with the strategic alignment of the planning, which also includes mobile unit services, telehealth, and workforce expansion. Chair PerezGil explained that she is delighted with the progress of the Behavioral Health initiative, and she looks forward to outcome of the surveys. President Borja explained that if staff has any other matters to suggest that will assist in the community networks, such as volunteers or additional assistance at events, to advise the CEO who will contact the Board. VII. Adjournment Chair PerezGil adjourned the meeting at 6:00 p.m. Audio recording available on the website at https://dhcd.org/Agendas- | | January 11, 2022 | |
|--|---------------------|------------------------------------|----------------------|
| Borrego Health Foundation Director is working with the staff regarding a future celebration event and interviews with the scholarship recipients. 4. Behavioral Health Initiative - update Officer, Behavioral Health, explained that the initiative work continues to advance, with the working groups focused on refining the strategic ideas for presentation to the Steering Committee at their February meeting. A behavioral health survey was sent to the Coachella Valley behavioral health survey was sent to the Coachella Valley behavioral health service providers to assist with the strategic alignment of the planning, which also includes mobile unit services, telehealth, and workforce expansion. Chair PerezGil explained that she is delighted with the progress of the Behavioral Health Initiative, and she looks forward to outcome of the surveys. VI. Committee Member Comments President Borja explained that if staff has any other matters to suggest that will assist in the community networks, such as volunteers or additional assistance at events, to advise the CEO who will contact the Board. VII. Adjournment Chair PerezGil adjourned the meeting at 6:00 p.m. Audio recording available on the website at http://dhcd.org/Agendas- | | _ | |
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| | VII. Adjournment | 1 | _ |
| and Documents | | meeting at 6:00 p.m. | |
| <u>ana-Documents</u> | | | <u>and-Documents</u> |

ATTEST:

Evett PerezGil, Chair/Director Program Committee

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

| | DESERT HEALTHCARE FOUNDATION | | | | | | | | | | | <u> </u> | |
|--|--|---------|-------------|-----------|-------------|------|--------|----------|-------------|----------|----------------------|------------|-----------|
| | OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE | | | | | | | | | | | | |
| | January 31, 2022 | | | | | | | | | | | | |
| | TWELVE MONTHS ENDING JUNE 30, 2022 | | | | | | | | | | | | |
| | | | | ε | 6/30/2021 | | Grants | | | | 1/31/2022 | | |
| A/C 2190 and A/C 2186-Long term | | | | | Open | | ent Yr | | otal Paid | | Open | | |
| Grant ID Nos. | Name | | | В | BALANCE | 2021 | -2022 | J | uly-June | I | BALANCE | | |
| Health Portal | Remaining Collective Funds-Mayor's Race & DHCF | | | \$ | 72,176 | | | \$ | - | \$ | | HP-cvHIP | |
| BOD - 04/24/18 | Behavioral Health Initiative Collective Fund | | | \$ | 1,752,356 | | | \$ | 90,935 | \$ | 1,661,421 | Behavioral | |
| BOD - 06/26/18 BOD | Avery Trust Funds-Committed to Pulmonary services | | | \$ | 795,017 | | | \$ | 37,500 | \$ | 757,517 | Avery Trus | |
| BOD - 6/25/19 BOD (#1006) | DHCD - Homelessness Initiative Collective Fund | | | \$ | 595,714 | | | \$ | 501,657 | \$ | 94,057 | Homelessr | ness |
| BOD - 02/23/21 BOD (#1148) | OneFuture - Black and African American Healthcare Scholarship - 2 yrs | | | \$ | 155,000 | | | \$ | 45,000 | \$ | 110,000 | | |
| BOD - 07/27/21 BOD (#1288) | Borrego Community - Improving Access to Healthcare - 3 yrs | | | | | \$ 5 | 75,000 | \$ | 30,000 | \$ | 545,000 | 1 | |
| F&A - 06/11/19, 6/09/20, 06/22/21 Res. NO. 21-02 | Prior Year Commitments & Carry-Over Funds | \perp | | \$ | 1,044,156 | | | \$ | 30,000 | \$ | 1,014,156 | | |
| TOTAL GRANTS | | \pm | | \$ | 4,414,419 | \$ 5 | 75,000 | \$ | 735,092 | \$ | 4,254,327 | | |
| Summary: As of 01/31/2022 | | ₩, | Jncommitted | 12./ | Available | | | A/C | 2190 | \$ | 2,654,327 | | |
| | 7 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | 1,600,000 | ¢070.000 | DII | | | | | | | | |
| Health Portal (CVHIP): Behavioral Health Initiative Collective Fund | | | | | 72,176 | | | | | | | . , | |
| | \$ 1,661,421 | T | | | 1,597,311 | | | Tota | | _ | 4,254,327 | | arry Over |
| Avery Trust - Pulmonary Services | \$ 757,517 | | | | 558,426 | | | Diff | | \$ | (0) | ' | |
| West Valley Homelessness Initiative | \$ 94,057 | | | | 71,557 | | | | | | | ' | |
| Healthcare Needs of Black Communities | \$ 655,000 | | | | | | | | | | | ' | |
| Prior Year Commitments & Carry-Over Funds | \$ 1,014,156 | | | | 1,014,156 | | | | | | | | |
| Total | 4,254,327 | \$ | | | 3,313,626 | | | | | | | | |
| Amts available/remaining for Grant/Programs - FY 20 | 121.22 | | | FY2 | 2 Grant Bud | daet | | Soc | ial Service | s F | und #5054 | | |
| Amount budgeted 2021-2022 | | 1 | | \$ | 500,000 | .gc: | | - | Budget | | 60,000 | | |
| Amount granted year to date | | Φ | | | 30.000 | | г | | | | | Spent YTD | |
| Mini Grants: | | | 54,000 | Spent 110 | | | | | | | | | |
| Net adj - Grants not used: | + | + | | | | | Dale | 11100 | Available | Ψ | J -1 ,000 | | |
| Contributions / Additional Funding | DHCD Grant #1134 \$400,000, IEHP \$100,000 & Lift To Rise \$75,000 | \$ | 575,000 | | | | | \vdash | | <u> </u> | | | |
| Prior Year Commitments & Carry-Over Funds | FY18-19 Funds \$14,156; FY19-20 Funds \$300,000; FY20-21 Funds \$730,000 | \$ | 1,014,156 | | | | | | | | | | |
| i nor rear communents a carry-over rands | 1 10 10 1 4 1 4 1 4 1 4 1 4 1 4 1 4 1 4 | Ψ | 1,017,130 | | | 1 | | 1 | | 1 | | | |

| | DESERT HEALTHCARE FOUNDATION | | | | | | | | |
|---|--|--------|-----------|--------------|------------------|-----|------------|------|----------|
| | OUTSTANDING PASS-THROUGH GRANTS AND GRANT PA | YMEN | T SCHEDU | LE | | | | | |
| | January 31, 2022 | | | | | | | | |
| | FISCAL YEAR ENDING JUNE 30, 2022 | | | | | | | | |
| | | | | 6/30/2021 | New Grants | | | 1, | /31/2022 |
| A/C 2183 | | | | Open | Current Yr | | Total Paid | | Open |
| Grant ID Nos. | Name | | | BALANCE | 2021-2022 | , | July-June | В | ALANCE |
| BOD - 10/20/20 - Contract #21-024 | Coronavirus Aid, Relief, and Economic Security (CARES) Act and Center for Disease Control and Prevention Epidemiology and Laboratory Capacity (ELC) Enhancing Detection funding from Riverside County - \$2.4 Million (\$1,960,000 for grants) | | | | | | | | |
| BOD - 10/20/20 (#1159) | Lideres Campesinas, Inc Take It to the Fields Initiative | | | \$ 30,000 | | \$ | 30,000 | \$ | - |
| BOD - 03/23/21 (#1268) | El Sol Neighborhood Educational Center - Coachella Valley COVID-19 Collabo | rative | | \$ 125,000 | | \$ | 80,000 | \$ | 45,000 |
| BOD - 03/23/21 (#1269) | Alianza Coachella Valley - ECV COVID-19 STRATEGIC COMMUNICATIONS I | PLAN | | \$ 125,000 | | \$ | 80,000 | \$ | 45,000 |
| BOD - 03/23/21 (#1270) | Galilee Center - Emergency Services | | | \$ 85,000 | | \$ | 40,000 | \$ | 45,000 |
| BOD - 03/23/21 (#1271) | Vision Y Compromiso - Stop the Spread of COVID-19 | | | \$ 85,000 | | \$ | - | \$ | 85,000 |
| BOD - 03/23/21 (#1272) | Youth Leadership Institute - COVID-19 ECV Collaborative | | | \$ 85,000 | | \$ | - | \$ | 85,000 |
| BOD - 03/23/21 (#1273) | Pueblo Unido CDC - Coachella Valley COVID-19 Collaborative | | | \$ 125,000 | | \$ | 40,000 | \$ | 85,000 |
| BOD - 03/23/21 (#1274) | Todec Legal Center Perris - Sembrando Prevencion | | | \$ 125,000 | | \$ | 80,000 | \$ | 45,000 |
| BOD - 03/23/21 (#1275) | Lideres Campesinas, Inc Take It to the Fields Initiative | | | \$ 125,000 | | \$ | 45,000 | \$ | 80,000 |
| | | | | * 1=0,000 | | _ | 10,000 | • | , |
| BOD - 12/15/20 - Contract | Together Toward Health funding, a Program of the Public Health Institute - \$725,000 (\$635,000 for grants) | | | | | | | | |
| BOD - 12/15/20 (#1172) | El Sol Neighborhood Educational Center - Coachella Valley COVID-19 Collabo | rative | | \$ 45,000 | | \$ | 45,000 | \$ | - |
| BOD - 12/15/20 (#1175) | Pueblo Unido, CDC | | | \$ - | | \$ | - | \$ | - |
| BOD - 12/15/20 (#1176) | Galilee Center - Emergency Services | | | \$ - | | \$ | - | \$ | - |
| BOD - 12/15/20 (#1179) | Youth Leadership Institute | | | \$ 6,250 | | \$ | 6,250 | \$ | - |
| BOD - 12/15/20 (#1180) | Alianza Coachella Valley - ECV COVID-19 STRATEGIC COMMUNICATIONS I | PLAN | | \$ 6,250 | | \$ | 6,250 | \$ | - |
| BOD - 12/15/20 (#1181) | Vision Y Compromiso - Promotoras and the Coachella Valley COVID-19 Collab | orativ | е | \$ 45,000 | | \$ | 45,000 | \$ | - |
| BOD - 12/15/20 (#1185) | Lideres Campesinas, Inc Take It to the Fields Initiative | | | \$ 45,000 | | \$ | 45,000 | \$ | - |
| BOD - 12/15/20 (#1189) | Todec Legal Center Perris - Sembrando Prevencion | | | \$ 45,000 | | \$ | 45,000 | \$ | - |
| TOTAL GRANTS | | | | \$ 1,102,500 | \$ - | \$ | 587,500 | \$ | 515,000 |
| CARES/ELC | Passthrough to Community Based Organizations | | | \$ 910.000 | \$ - | \$ | 395,000 | ¢ | 515,000 |
| CARLS/ LLC | CARES/ELC Administrative Costs | | | \$ 200,000 | φ - | \$ | 191,179 | | 8,821 |
| Total CARES/ELC | | | | \$ 1,110,000 | | \$ | 586,179 | | 523,821 |
| Total CARES/EEC | | | | Ψ 1,110,000 | | Ψ | 300,173 | Ψ | 323,021 |
| Public Health Institute | Desetherment to Community Board Organizations | | | \$ 192,500 | \$ - | • | 192,500 | • | |
| rubiic neaitii iiistitute | Passthrough to Community Based Organizations Public Health Institue Administrative Costs | | | \$ 192,500 | | \$ | 37,946 | | (0) |
| TOTAL Public Health Institute | | | | \$ 3,552,946 | | \$ | 230,446 | | (0) |
| TOTAL Fubilic Health Histitute | | | | Ψ 3,332,340 | Ψ - | | ount 2183 | \$ | 523,821 |
| Amts available/remaining for Grant/Programs - | FY 2021-22: | | | | | ACC | Jun 2103 | \$ | (0) |
| Amount granted year to date | | \$ | - | | | | Grant F | | ٠, |
| Mini Grants: | | Ψ | | | | - | ARES/ELC | 4.14 | PHI |
| Net adj - Grants not used: | | 1 | | | Total Grant | | 2,400,000 | ¢. | |
| Foundation Administration Costs | | \$ | (237,946) | | | \$ | | | 725,000 |
| Contributions / Additional Funding | ELC3 \$200,000 & PHI \$37,946 Carryover from FY21 | \$ | 237,946) | | teceived to Date | \$ | 2,100,000 | \$ | 725,000 |
| 0 | LLCO \$200,000 & FTH \$37,340 Carryover Horn F121 | \$ | 231,340 | Ваіа | nce Remaining | * | 300,000 | Þ | - |
| Balance available for Grants/Programs | | - P | - | | 1 | 1 | | | |



Date: February 8, 2022

To: PROGRAM COMMITTEE

Subject: Grant #1034 – City of Palm Springs – 2nd no cost grant extension for

twelve (12) months

<u>Staff recommendation:</u> for the Program Committee to forward to the Board of Directors a recommendation to approve a twelve (12) month nocost grant extension, extending the grant agreement through June 30, 2022.

<u>Background:</u> The Desert Healthcare Foundation awarded a \$225,000 grant to the City of Palm Springs in December 2019 to support the Homeless Mental Health Housing Crisis Teams and Wrap Around Services. The term of the grant was from December 1, 2019 through November 30, 2020. The Board of Directors approved a seven (7) month no-cost grant extension in January 2021 for an end date of June 30, 2021.

<u>Current:</u> Per the email (attached) from Jay Virata, City of Palm Springs Director of Community and Economic Development, the request for a 2nd no cost grant extension is to utilize the balance of \$89,111.94 unexpended grant funds to continue to support the Wrap Around Services portion, specifically the Drop-In Center. It is anticipated that these remaining grant funds will be fully expended by June 30, 2022.

From: <u>Jay Virata</u>
To: <u>Donna Craig</u>

Subject: No-Cost Grant Extension Request - GRANT # 1034

Date: Thursday, January 6, 2022 6:12:18 PM

Attachments: image001.png

Contract Services Agreement - Drop in Center.pdf REVISED Grant Budget Report Template 2021 PS.xlsx

Hi Donna,

I am providing the revised and updated request for a second No-Cost Grant Extension Request for GRANT # 1034.

In December 2020, the Desert Healthcare District Foundation provided the City of Palm Springs a No-Cost Grant Extension for grant #1034 until June 30, 2021. At that time, it was contemplated that an extension of services with the Riverside University Health System – Behavioral Health Division would be quickly attained. Similarly, an extension of services with Martha's Village and Kitchen was contemplated. Unfortunately, neither of these came to fruition. The City currently does not have a contractual agreement for services with the Riverside University Health System – Behavioral Health Division for Crisis Team Outreach. However, the Crisis Team continues to serve the West Coachella Valley, including the City of Palm Springs.

Since then, however, the City has still advanced its homeless assistance endeavors which has resulted in a new Homeless Drop-in Center, located at 225 El Cielo (former Boxing Club). The site is close to public transportation and is served by Sunline Transit Routes 2 and 4, and commercial services are located 0.25 miles from this site including restaurants. The Drop-in Center includes wrap around services and is being operated by Martha's Village and Kitchen. A copy of the agreement between the City and Martha's is attached.

Daytime drop-in centers are places where homeless individuals may go during the daytime for showers, laundry assistance, clothing, bathrooms, and for assistance with obtaining permanent housing, supportive housing, shelter, and program placement. Drop-in centers break down barriers to engaging individuals in services. Individuals who are reluctant to accept emergency shelter or transitional housing can visit drop-in centers to find a temporary safe-haven.

Services to be provided at the Drop-in Center include:

- Assist individuals with navigating housing resources and obtain permanent housing, supportive housing, shelter, or program placement. This includes intake and assessment for the Coordinated Entry System and Continuum of Homeless Management Information System, and other housing resources like housing document assistance, housing location services, or affordable housing waitlists.
- Assisting individuals with securing health, disability, social security, and other benefits
- Provide vouchers for use of laundry facilities and for bus pass system based on

client need

- Access to a computer lab and phones
- Working with partners to provide periodic on-site medical services or referrals to outside agencies with staff support
- Coordinate access to voluntary behavioral health services
- Coordinate access to other support services like cash and non-cash benefits.
- Case management to clients based on their individual needs and desires. All Case Managers are trained in the Vulnerability Index Service Prioritization Decision Assistance Tool (VISPDAT) process, Riverside County Coordinated Entry System (CES), Rapid Rehousing process and Housing First principles.
- Employment searches, completing on-line employment applications, and interview techniques
- Family reunification program
- Transportation assistance
- Assistance with food stamps, birth certificates, and identification cards
- Provide vouchers for clean clothes

Other resources Martha's Village and Kitchen may tap into as needed includes the Health to Hopes mobile medical unit, Free Tax return services, and volunteers with expertise in many areas to draw and assist their staff when needed.

The total annual budget to operate the Center and provide wrap around services is \$534,205 for at least two years. The City share of this amount is \$212,050 per year. Martha's Village and Kitchen will cover the remaining 60% of these costs (\$322,155 annually). Additional funding details are below:

| Martha's Village and Kitchen's - Palm Springs Access Center -Program Budget | Martha's Village and Kitchen - Funding | City of Palm Springs - Funding | Total |
|---|--|--------------------------------------|---------|
| Employee Expense / All inclusive - 2.0 FTE Case Manager/ Employment Specialist - 1.0 FTE Program Manager / Case Manager20 FTE Senior/Exc. Manager40 FTE Reporting Specialist - 2.5 Security - | 179,016 | 144,000 | 323,016 |
| Consultant | 52,000 | 0 | 52,000 |
| Phone - Four lines - Client and Staff lines | 1,500 | 1,500 | 3,000 |
| Internet - For staff and client connection - Alarms -Monthly fee and install | 2,500 | 0 | 2,500 |
| Travel - Staff - Mileage and Van Expense / Client - Bus passes, Uber, etc | 15,119 | 0 | 15,119 |
| Advertising / Staff training and hiring costs | 2,000 | 0 | 2,000 |
| Building and Equipment Small repairs | 1,200 | 0 | 1,200 |
| Client Supplies (Birth Certs, Licenses, Certifications, IDs, Uniforms, interview and employment clothing, hygiene items, etc.) | 3,000 | 1,500 | 4,500 |

| Total | 322,155 | 212,050 | 534,205 |
|---|---------|---------|---------|
| Administration and Compliance 15% | 42,020 | 27,450 | 69,470 |
| Miscellaneous and PPE and air purifiers | 1,000 | 4,000 | 5,000 |
| Laundry | 2,500 | 4,100 | 6,600 |
| Showers and Restrooms | 0 | 25,000 | 25,000 |
| Office supplies | 3,400 | 0 | 3,400 |
| Equipment | 6,000 | 0 | 6,000 |
| Furnishings | 2,500 | 2,500 | 5,000 |
| etc. | | | |
| Printers- Hot Spots - Software, Cameras - | 7,300 | 2,000 | 9,300 |
| Client and Staff - Computers - Scanners - | | | |
| Insurance - For office content | 1,100 | 0 | 1,100 |

We are requesting your assistance to help us fund the City's share of \$212,050 by approving No-Cost Grant Extension to utilize the unspent balance of the Desert Healthcare District Foundation grant #1034 in the approximate amount of \$89,111.94 for these efforts. It is anticipated these funds would be fully spent by June 30, 2022. The balance of the City's share will come from CDBG resources (approximately \$92,000) and City funds (approximately \$30,938). The City is also contributing the use of the Boxing Club building and a modular office building.

I have also included the budget spreadsheet you provided showing previous grant expenditures. Please let me know if you require additional information.

Best regards,

Jay Virata Director, Community & Economic Development City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262 (760) 323-8228 Jay. Virata@PalmSpringsCA.gov



CUMULATIVE ACCOUNT OF GRANT FUNDS

Reporting Period From: 6/1/20 To: 11/30/20

Report: Quarterly

Instructions: See intital tab labeled "Instructions"

Column A: Approved Grant Budget, obtain from grant contract

Column B: Current Period Expenditures, obtain from "Expenditure Detail" section below

Column C: Prior grant expenses, obtain from your previous progress report(s)

Column D: Prior and current grant expenses

Column E: Remaining grant funds

| | Α | В | С | D | E |
|-------------------------------|--------------------------|--|--|---|--------------------------------------|
| Program Operations | Approved Grant Budget | Current Reporting Period Grant Expenses | Prior Reporting Period Grant Expenses | Total Expenses To Date (B + C) | Unexpended Grant Funds (A - D) |
| Labor Costs | | | | | |
| (Detail on sheet 2) | | | | 0 | 0 |
| Equipment | | | | | |
| (Detail on sheet 2) | | | | 0 | 0 |
| Supplies | | | | | |
| (Detail on sheet 2) | | | | 0 | 0 |
| Printing | | | | 0 | 0 |
| Mailing/Postage/Delivery | | | | 0 | 0 |
| Travel/Mileage | | | | 0 | 0 |
| Education/Training | | | | 0 | 0 |
| Office/Rent/Mortgage | | | | 0 | 0 |
| Telephone/Fax/Internet | | | | 0 | 0 |
| Utilities | | | | 0 | 0 |
| Insurance | | | | 0 | 0 |
| Other facility costs not desc | cribed above (| Detail on shee | et 2) | | |
| 1 | | | | 0 | 0 |
| 2 | | | | 0 | 0 |
| 3 | | | | 0 | 0 |
| 4 | | | | 0 | 0 |
| Other program costs not de | | | | | |
| 1 Professional Services / C | 225,000.00 | 29,744.31 | 106,143.75 | 135,888.06 | 89,111.94 |
| 2 | | | | - | - |
| 3 | | | | - | - |
| 4 | | | | - | - |
| | | | | | |
| Totals | 225,000.00 | 29,744.31 | 106,143.75 | 135,888.06 | 89,111.94 |

| | Staff Salaries | Annual Salary | % of Time Allocated to Program | Actual Program Salary | Salary Paid by DHCD Grant During this Reporting Period |
|--------|---|---------------|--------------------------------------|--------------------------|---|
| | Position | | | 1 | |
| 1 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| | | | | Total > | 0 |
| | Professional Services/Consultants | Hourly Rate | Hours/Week | Monthly Fee | Fees Paid by DHCD Grant During this Reporting Period |
| Comp | pany and Staff Title | | | | |
| 1 | Riverside University Health System - Behavioral Health | | | 18,597.85 | - |
| 2 | Martha's Village and Kitchen | | | 6,288.19 | 29,744.31 |
| 3 | | | | | |
| 4 | | | | Total | |
| | | | | Total > | |
| | Equipment | Purchase Date | Price per Unit | Quantity | Total Expenses During this Reporting Period |
| Item [| Description | <u> </u> | | | |
| 1 | | | | | 0 |
| 3 | | | | | - |
| 5 | | | | | ŭ |
| | | | | Total > | 0 |
| | Supplies | Purchase Date | Price per Unit | Quantity | Total Expenses During this Reporting Period |
| Item [| Description | | | | |
| 1 | | | | | 0 |
| 2 | | | | | 0 |
| 3 | | | | | 0 |
| 4 | | - | | | 0 |
| 5 | <u> </u> | | | T.4.: | 0 |
| | | | | Total > | Total Functions |
| | Other Items | Purchase Date | Price per Unit | Quantity | Total Expenses During this Reporting Period |
| Item [| Description | | | | |
| 1 | | | | | 0 |
| 2 | | | | | 0 |
| 3 | | | | | 0 |
| 4 | | | | | 0 |
| | | | | Total > | 0 |
| | | | | | |
| | | | | Grand Total > | 29,744.31 |



CONTRACT SERVICES AGREEMENT Martha's Village and Kitchen

THIS AGREEMENT FOR CONTRACT SERVICES ("Agreement") is made and entered into on what in the contract of palm Springs, a California charter city and municipal corporation ("City"), and Martha's Village and Kitchen, a 501 (c) 3 non-profit corporation, ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

- A. City requires the services of a homeless daytime drop-in center operator, and wrap-around services, for individuals who are homeless or at risk of becoming homeless ("Project").
- B. Contractor has submitted to City a proposal to provide a homeless daytime drop-in center operator, and wrap-around services, for individuals who are homeless or at risk of becoming homeless, to City under the terms of this Agreement.
- C. Based on its experience, education, training, and reputation, Contractor is qualified and desires to provide the necessary services to City for the Project.
 - D. City desires to retain the services of Contractor for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. <u>CONTRACTOR SERVICES</u>

- 1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Contractor shall provide services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "Services" or "Work"). Exhibit "A" includes the agreed upon schedule of performance and the schedule of fees. Contractor warrants that the Services shall be performed in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by high quality, experienced, and well qualified members of the profession currently practicing under similar conditions. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.
- 1.2 <u>Compliance with Law</u>. Contractor shall comply with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations when performing the Services. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement.

1

- 1.3 <u>Licenses and Permits</u>. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement.
- 1.4 <u>Familiarity with Work</u>. By executing this Agreement, Contractor warrants that it has carefully considered how the Work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the Work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the Services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Neither Party shall be accountable for delays in performance caused by any condition beyond the reasonable control and without the fault or negligence of the non-performing Party. Delays shall not entitle Contractor to any additional compensation regardless of the Party responsible for the delay.

3. <u>COMPENSATION OF CONTRACTOR</u>

- 3.1 <u>Compensation of Contractor</u>. Contractor shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A". The total amount of Compensation shall not exceed \$75,000 per year.
- 3.2 <u>Method of Payment</u>. In any month in which Contractor wishes to receive payment, Contractor shall submit to City an invoice for Services rendered prior to the date of the invoice, no later than the first working day of such month, in the form approved by City's finance director. Payments shall be based on the hourly rates set forth in Exhibit "A" for authorized services performed. City shall pay Contractor for all expenses stated in the invoice that are approved by City and consistent with this Agreement, within thirty (30) days of receipt of Contractor's invoice.
- 3.3 <u>Changes</u>. In the event any change or changes in the Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:
- A. To provide for revisions or modifications to documents, work product, or Work, when required by the enactment or revision of any subsequent law; or
- B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.
- 3.4 <u>Appropriations</u>. This Agreement is subject to, and contingent upon, funds being appropriated by the City Council of City for each fiscal year. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. <u>PERFORMANCE SCHEDULE</u>

- 4.1 <u>Time of Essence</u>. Time is of the essence in the performance of this Agreement.
- 4.2 <u>Schedule of Performance</u>. All Services rendered under this Agreement shall be performed under the agreed upon schedule of performance set forth in Exhibit "A." Any time period extension must be approved in writing by the Contract Officer.
- Force Majeure. The time for performance of Services to be rendered under this Agreement may be extended because of any delays due to a Force Majeure Event, if Contractor notifies the Contract Officer within ten (10) days of the commencement of the Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Contractor's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority. After Contractor notification, the Contract Officer shall investigate the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if, in the Contract Officer's judgment, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. The Contractor will not receive an adjustment to the contract price or any other compensation. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.
- 4.4 <u>Term</u>. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of two years, with two (2) one-year (1-year) options to extend, commencing on August 1, 2021, and ending on June 30, 2023, unless extended by mutual written agreement of the Parties.
- 4.5 Termination Prior to Expiration of Term. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Contractor. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Contractor shall immediately cease all Services except such as may be specifically approved by the Contract Officer. Contractor shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer after such notice. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Work. If the termination is for cause, the City shall have the right to take whatever steps it deems necessary to correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the City's corrective action. Contractor may not terminate this Agreement except for cause, upon thirty (30) days written notice to City.

5. <u>COORDINATION OF WORK</u>

- 5.1 Representative of Contractor. The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act and make all decisions in its behalf with respect to the specified Services: Linda Barrack, President and Chief Executive Officer. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services under this Agreement. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.
- 5.2 <u>Contract Officer</u>. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.
- knowledge, education, capability, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Contractor shall not contract or issue a memorandum of understanding with any other individual or entity to perform any Services required under this Agreement without the City Manager's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement including without limitation the insurance and indemnification requirements. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City.
- 5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its agents or employees, perform the Services required, except as otherwise specified. Contractor shall perform all required Services as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Contractor's work product, result, and advice. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Contractor shall pay all wages, salaries, and other amounts due personnel in connection with their performance under this Agreement 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 withholding, unemployment insurance, and workers' compensation insurance. Contractor shall not have any authority to bind City in any manner.
- 5.5 <u>Personnel</u>. Contractor agrees to assign the following individuals to perform the services in this Agreement. Contractor shall not alter the assignment of the following personnel

without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Contractor by providing written notice to Contractor.

| Name: | <u>Title</u> : |
|---------------|---|
| Linda Barrack | President and Chief Executive Officer |
| TBD | Case Manager/ Employment Specialist - 2.0 FTE |
| TBD | Program Manager / Case Manager - 1.0 FTE |
| TBD | Senior / Executive Manager - 0.2 FTE |
| TBD | Security - 2.5 FTE |
| TBD | Reporting Specialist - 0.4 FTE |

5.6 California Labor Code Requirements.

- A. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).
- B. If the Services are being performed as part of an applicable "public works" or "maintenance" project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.
- 5.7 <u>Background Check</u>. All of Contractor's employees, including volunteers and subcontractors' employees who provide direct services to clients, will require a Live Scan fingerprint background check to be arranged for by Contractor at Contractor's sole expense. Contractor shall maintain all Live Scan records in a secure and confidential site at all times, and verification of status shall be included in reports provided to City and made available to the City immediately upon request as permitted by law.

6. <u>INSURANCE</u>

Contractor shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in the attached Exhibit "B", incorporated herein by reference.

7. **INDEMNIFICATION**.

- 7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, for any violation of any federal, state, or local law or ordinance or in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance of Services or this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the Indemnified Parties. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.
- 7.2 Design Professional Services Indemnification and Reimbursement. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor in the performance of the Services or this Agreement, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

8. RECORDS AND REPORTS

- **8.1** Reports. Contractor shall periodically prepare and submit to the Contract Officer reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require.
- 8.2 <u>Records</u>. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. The

Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

- 8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of this Agreement shall be the property of City. Contractor shall deliver all above-referenced documents to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials. Contractor may retain copies of such documents for Contractor's own use. Contractor shall have an unrestricted right to use the concepts embodied in such documents.
- **8.4** Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.
- 8.5 <u>Audit and Inspection of Records</u>. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

9. <u>ENFORCEMENT OF AGREEMENT</u>

- 9.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.
- 9.2 <u>Interpretation</u>. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.
- 9.3 <u>Waiver</u>. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or

approval of any subsequent act of Contractor. Any waiver by either Party of any default must be in writing. No such waiver shall be a waiver of any other default concerning the same or any other provision of this Agreement.

- 9.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative. The exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 9.5 <u>Legal Action</u>. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.
- 9.6 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

10. <u>CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION</u>

- 10.1 <u>Non-Liability of City Officers and Employees</u>. No officer or employee of City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.
- 10.2 <u>Conflict of Interest</u>. Contractor acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Contractor enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.
- Agreement, Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to enter this Agreement, and in executing this Agreement, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Contractor is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

11. <u>MISCELLANEOUS PROVISIONS</u>

11.1 Notice. Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person shall be im writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section. Either Party may change its address by notifying the other Party of the change of address in writing.

To City:

City of Palm Springs

Attention: City Manager/ City Clerk 3200 E. Tahquitz Canyon Way Palm Springs, California 92262

To Contractor:

Martha's Village & Kitchen, Inc.,

Attention: Linda Barrack

83791 Date Ave Indio, CA 92201-4737

- 11.2 <u>Integrated Agreement</u>. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.
- 11.3 <u>Amendment</u>. No amendments or other modifications of this Agreement shall be binding unless through written agreement signed by all Parties.
- 11.4 <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the Parties.
- 11.5 <u>Successors in Interest</u>. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.
- 11.6 <u>Third Party Beneficiary</u>. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

- 11.7 <u>Recitals.</u> The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
- 11.8 <u>Authority</u>. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.
- 11.9 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PALM SPRINGS AND MARTHA'S VILLAGE AND KITCHEN

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

"CITY"
City of Palm Springs

| APPROVED BY CITY COUNCIL 1/24/2021 2.18. A8922 | By: |
|--|---|
| APPROVED AS TO FORM: | ATTEST |
| By: Jeffrey 8. Ballinger, City Attorney | By: Anthony Mejia City Clerk |
| Corporations require two notarized signatures President, or any Vice President. The se Secretary, Treasurer, Assistant Treasurer, or | ures. One signature <u>must</u> be from Chairman of Board econd signature <u>must</u> be from the Secretary, Assistant Chief Financial Officer. |
| CONTRACTOR NAME: | |
| Martha's Village and Kitchen | Check one: Individual Partnership X Corporation |
| Address Tydio, CA 92201 | |
| By Signature (Notarized) | By Che Washell (Notarized) |

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

| State of California | |
|--|---|
| County of Kiverside 1) | |
| 1 - 1 | OROZCO, JR. NOTAN Rublic |
| personally appeared Casey Mich | Here Insert Name and Title of the Officer |
| personally appeared | ael Boswell and |
| | Name(s) of Signer(s) |
| subscribed to the within instrument and acknowle | evidence to be the person(s) whose name(s)-is/are edged to me that he/ehe/they executed the same in after/their signature(s) on the instrument the person(s), ted, executed the instrument. |
| | certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. |
| Notary Public - California Riverside County | WITNESS my hand and official seel. |
| Pisce Notary Seal Above | Signature of Notifry Public |
| Though this section is optional, completing this | information can deter alteration of the document or form to an unintended document. |
| Description of Attached Document Title or Type of Document: | |
| Number of Pages: 12 Signer(s) Other That | Named Above: |
| Capacity(iee) Claimed by Signer(a) Signer's Name: | Signer's Name: |
| ☐ Corporate Officer — Title(s): | ☐ Corporate Officer — Title(s): |
| Partner — Limited General | ☐ Partner — ☐ Limited ☐ General |
| Individual Attorney in Fact | ☐ Individual ☐ Attorney in Fact |
| ☐ Trustee ☐ Guardian or Conservator | ☐ Trustee ☐ Guardian or Conservator |
| Signer is Representing: | Signer Is Representing: |
| NA ACTION CONTRACTOR OF THE CO | |
| 62014 National Notary Association - www.NationalNota | ry.org * 1-800-US NOTARY (1-800-876-6827) Item #5907 |

EXHIBIT "A"

CONTRACTOR'S SCOPE OF SERVICES/WORK

Including,

Schedule of Fees

And

Schedule of Performance

CONTRACTOR'S SCOPE OF SERVICES/WORK

Scope of Services for 225 El Cielo Drive, Palm Springs

Contractor is entering into an agreement with the City of Palm Springs for use of the former Boxing Club at 225 El Cielo Drive to assist unsheltered homelessness in Palm Springs. Specifically, the facility will serve as a Daytime Drop-in Center with associated activities for homeless individuals, offer counseling services, offer employment services, offer case worker support, and maintain general administrative office functions. A primary function of the Daytime Drop-in Center is to connect individuals to and navigate them through housing resources

FACILITY RULES AND REQUIREMENTS.

<u>Cause No Disturbance</u>. The Contractor shall monitor outdoor parking areas, walkways, and adjoining properties and shall take all necessary measures to ensure that customers do not loiter, create noise, litter, or cause any disturbances while on-site. The Contractor or subcontractors shall ensure that at closing time, all customers leave the property promptly and that the property is clean and secure before the owner/operator leaves the premises.

Grounds for Revocation. Non-compliance with any of these rules or with City codes and ordinances, State laws; any valid citizen complaints or policing and safety problems (not limited to excessive alcohol consumption, noise, disturbances, signs, etc.) regarding the operation of the establishment; as determined by the Chief of Police or the Director of Building and Safety, may result in proceedings to terminate the Agreement. In addition, violations of the City Codes and Ordinances will result in enforcement actions which may include citations, arrest, temporary business closure, or termination of this Agreement.

<u>Comply with City Noise Ordinance</u>. The Contractor shall comply with the provisions of Section 11.74 Noise Ordinance of the Palm Springs Municipal Code. Violations may result in revocation of this Agreement.

<u>Food Service</u>. The Contractor is prohibited from providing meal service to patrons at the facility. Meal service may be provided at approved off-site locations. While meal service is prohibited, water, soft drinks, coffee and pre-packaged food items may be provided to patrons while using the facility.

<u>Distribution of Food and Other Commodities.</u> No mass distribution of food, clothing or other similar commodities is permitted at the subject site. Packaged snacks and meals on wheels type of packages are permitted. Contractor may distribute vouchers from partner organizations to provide clothing, laundry services, and bus passes. Bus pass

vouchers will have unique number, clients to sign log for bus pass, log to include unique bus pass number, and use of bus pass to be noted in client case files and / or logs.

On-site Security. The Contractor shall be required to provide on-site security staff a minimum of one and one-half (1-1/2) hours prior to opening hours and for one and one-half (1-1/2) hours after closing hours.

<u>Loitering.</u> Patrons of the facility shall not be permitted to loiter on the subject site or on adjacent parcels. On-site security staff shall be responsible for monitoring and reporting incidents of loitering.

<u>Lighting.</u> City to provide adequate lighting at all entrances. Contractor to maintain lighting and ensure building entrances remain illuminated between sunset and sunrise.

<u>24-Hour Contact Number.</u> The Contractor shall be required to maintain a 24-hour contact number visible and available to the public to report any disturbances or issues related to the facility.

<u>Sign Applications Required</u>. No signs are approved by this action. Separate approval and permits shall be required for all signs in accordance with Zoning Ordinance Section 93.20.00.

<u>Exterior Alarms & Audio Systems</u>. No sirens, outside paging or any type of signalization will be permitted. Contractor may install silent alarm with remote 24-hour monitoring.

<u>Video Cameras:</u> Contractor may install video cameras with remote 24-hour monitoring ability.

Outside Storage. Outside storage may be permitted as approved as a part of the proposed plan.

No off-site Parking. Vehicles associated with the operation of the proposed development including company vehicles or employee's vehicles shall not be permitted to park off the proposed building site unless a parking management plan has been approved.

<u>Bicycle Parking</u>. The project shall be required to provide secure bicycle parking facilities on site for use by patrons and employees. Location and design shall be approved by the Director of Development Services

-<u>Outdoor Use.</u> The applicant shall not be permitted to provide any facilities (such as seating, misting systems, or shade structures) outside of the tenant spaces shown on the approved floor plan, nor may patrons be permitted to congregate outside of the tenant spaces except as approved by the Director of Development Services.

Addition of Building Space. Any addition of building space not currently described in the Agreement shall require an amendment to the Agreement

<u>Security Plan.</u> A security plan, reviewed and approved by the Police Department, shall be required to establish security protocol for the subject property. The security plan shall address site lighting, security cameras, and any other security features deemed necessary by the Police Department. The security plan may be modified by the Police Department at any point in the future based on any identified security concerns.

On-site Security. On-site security shall conform to the minimum requirements identified in PSMC Section 5.52. On-site security personnel shall be required to wear uniforms in accordance with PSMC Section 5.52.100, or as may otherwise be approved by the Police Department. The applicant shall provide the names of all on-site security personnel to the Police Department and shall notify the Police Department within forty-eight (48) hours of any changes to the list of security personnel.

CONTRACTOR RESPONSIBILITIES.

Facility Management

- 1. Ensure that facility is open and adequately staffed during hours of operation.
- 2. Maintain and manage use of equipment needed to satisfy the health, hygiene, and immediate needs of clients, including showers, restrooms, laundry, water, snacks and packaged food as needed.
- 3. Maintain and manage access to indoor lockers for short-term storage of client belongings. Contractor shall not provide outdoor storage for client belongings.
- 4. Provide equipment needed to operate the program, including computers, tables, chairs, etc.
- 5. Responsibly maintain cleanliness of facility.
- 6. Report all safety issues and maintenance issues immediately to City.
- 7. Ensure that property signage is posted on site as required by City, Riverside County, or other relevant entities.
- 8. Program Operator will provide supplies for, and maintain bathroom and shower cleanliness, during operating hours.

Administration

- 1. Provide staff to support and facilitate all operations.
- 2. All the Contractor and Subcontractor employees who are assigned to the Project shall be subject to the management and direction of the Contractor, and not the City. The Contractor will be responsible for all employer obligations toward the employees (such as compensation, benefits and workers compensation coverage) and for compliance with all applicable labor laws. Contractor is an independent contractor; the City shall have no obligations as an employer to Contractor or Subcontractor employees.
- 3. Contractor shall, at its sole cost and expense, shall operate the Homeless Access Center and related activities.
- 4. Case managers and employment specialists will utilize laptop computers with secure internet connections to record data on site, including:
 - Intake meetings with each homeless individual and family to establish a customized path for their specific needs. If client opts not to participate in

- establishing the customized path for their specific needs, Contractor shall make subsequent attempts to have client participate in establishing the customized path for their specific needs if or when client visits the Horneless Access Center again.
- Collecting and analyzing statistical records, including clients' intake data, program participation, client records, and demographic profiles. If client opts not to participate in providing such intake data, Contractor shall make subsequent attempts to collect such client intake data if or when client visits the Homeless Access Center again.
- Data collection and data entry into the agency's C-Star database and HMIS.
 If client opts not to participate in providing such data, Contractor shall make
 subsequent attempts to collect such client data if or when client visits the
 Homeless Access Center again.
- Preparation and presentation of monthly reports that includes information regarding: progress toward stated outcomes, evaluation of data and programs; analysis of success and barriers; integration of Housing First best practices; analysis of successes and barriers, and review of trends in services and/or population served.
- 5. Ensure that records are properly kept and documents containing confidential and/or personal-identifying information are stored securely.
 - Provide and document Intakes, Screening and Assessments using County of Riverside Coordinated Entry and HMIS system(s) when available. Intake data to include Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT), client demographics, and frequency of visits on a daily, monthly, and annual basis. If HMIS system is not available, Contractor to record intake data using an alternative system on a temporary basis and add into HMIS system when available.
 - Provide digital data files to City in format consistent and compatible with the State of California Business, Consumer Services, and Housing Agency reporting requirements.
- 6. Provide regular performance and progress reports to City.
- Contractor will designate a lead staff person to serve as the Homeless Access
 Center Manager with Management Team support. This staff person will be available
 on call by cell phone when not on site.
- 8. Identify partners and enter into agreements as needed with entities delivering services in connection with this scope of work. Including but not limited to the services agreement, memorandums of understanding with other partners yet to be determined, and grant funding agreements with other entities. Negotiate and administer subcontracts related to this scope of work. This will include performance monitoring and reporting as specified by those agreements.
- 9. Set standards and monitor performance in service delivery, program operations, budget management, and outcomes.

Programs and Services

- 1. Programs and services provided in connection with the facility will be primarily focused on unsheltered homeless individuals.
- 2. Programs and services will be conducted in a manner that presents low barrier to access.
- No individual shall be discriminated against or denied access to services based on actual or perceived race, color, religion, ancestry, national origin, disability, medical condition, marital status, domestic partner status, sex, gender, gender identity, gender expression, or sexual orientation.
- 4. Programs and Services to include:
 - Assist individuals to obtain permanent housing, supportive housing, shelter, or program placement. This includes intake and assessment for the Coordinated Entry System and Continuum of Homeless Management Information System, and other housing resources like housing document assistance, housing location services, or affordable housing waitlists.
 - Assist individuals with securing health, disability, social security and other benefits
 - Computer skills, internet searches for employment, completing on-line employment applications, and interview techniques
 - Employment assessment Determine an individual's strengths and weaknesses
 - Basic First Aid some employers require basic first aid cards
 - Food Handlers Certificate Required for food handler jobs
 - Case management to clients based on their individual needs and desires
 - Snacks, juice, coffee, soda and water
 - Provide vouchers for use of laundry facilities and for bus pass system based on client need
 - Access to a computer lab and phones
 - Information and referral services
 - Work with partners to provide periodic on-site medical services or referrals to outside agencies with staff support
 - Coordinate access to voluntary behavioral health services
 - Coordinate access to other support services like cash and non-cash benefits.
 - Family reunification program
 - Transportation assistance
 - Employment/interview preparedness
 - Legal aid services
 - Veterans services or referrals to outside Veterans agencies with staff support
 - Assist clients with selecting healthcare providers (including medical, dental and vision), selecting doctors, and renewing healthcare on an annual basis
 - · Assistance with food stamps, birth certificates, and identification cards
 - Provide vouchers for clean clothes
 - Notary service

- 5. The Contractor, with and City staff from the Police, Facilities, and Community and Economic Development departments, agrees to conduct quarterly forums for area residents and business owners in order to receive input on any neighborhood security issues and discuss potential resolutions.
- 6. The Contractor shall also work with City staff from the Police, Facilities, and Community and Economic Development departments to amicably resolve complaints related to the operations at this property

CITY OF PALM SPRINGS RESPONSIBILITIES.

- 1. The City of Palm Springs will continue to be responsible for maintenance and repairs needed to keep the facility in safe and habitable condition. Contractor will provide staff to oversee and operate the facility.
- 2. Office space for staff of 4 (may be portable / modular office unit)
- 3. Supply 1 or 2 storage units as needed for program operations including program supplies, administrative equipment, cleaning supplies, and emergency shelter supplies, with access and management of units to be overseen by Contractor.
- 4. Bear responsibility for costs of utilities, maintenance, repairs, and facility improvements needed to adequately and safely use the facility for program operation.
- 5. Supplement facility amenities with mobile shower unit and portable toilets.

The City will be responsible for the physical condition of the Premises and for bearing the cost of property-related expenses, including utilities, maintenance, repairs, and tenant improvements needed to operate the program at the Premises. The City will, under separate agreements, make all arrangements for all Project location expenses and any required City permits.

Schedule of Costs

| Martha's Village and Kitchen's - Palm Springs Access Center -Program Budget | Martha's Village and Kitchen - Funding | City of Palm Springs - Funding | Total |
|---|---|---|---------|
| Employee Expense / All inclusive - 2.0 FTE Case Manager/ Employment Specialist - 1.0 FTE Program Manager / Case Manager20 FTE Senior/Exc. Manager40 FTE Reporting Specialist - 2.5 Security - | 179,016 | 18,550 | 323,016 |
| Consultant | 52,000 | 0 | 52,000 |
| Phone - Four lines - Client and Staff lines | 1,500 | 1,500 | 3,000 |
| Internet - For staff and client connection - Alarms -Monthly fee and install | 2,500 | 0 | 2,500 |
| Travel - Staff - Mileage and Van Expense / Client - Bus passes, Uber, etc | 15,119 | 0 | 15,119 |
| Advertising / Staff training and hiring costs | 2,000 | 0 | 2,000 |
| Building and Equipment Small repairs | 1,200 | 0 | 1,200 |
| Client Supplies (Birth Certs, Licenses, Certifications, IDs, Uniforms, interview and employment clothing, hygiene items, etc.) | 3,000 | 1,500 | 4,500 |
| Insurance - For office content | 1,100 | 0 | 1,100 |
| Client and Staff - Computers - Scanners - Printers - Hot Spots - Software, Cameras - etc. | 7,300 | 2,000 | 9,300 |
| Furnishings | 2,500 | 2,500 | 5,000 |
| Equipment | 6,000 | 0 | 6,000 |
| Office supplies | 3,400 | 0 | 3,400 |
| Showers and Restrooms | 0 | 15,000 | 25,000 |
| Laundry | 2,500 | 2,500 | 5,000 |
| Miscellaneous and PPE and air purifiers | 1,000 | 4,000 | 5,000 |
| Administration and Compliance 15% | 42,020 | 27,450 | 69,470 |
| Total | 322,155 | 75,000 | 532,605 |

Contractor may shift funds from one budget line item to another budget line item for eligible costs. However, the Administration and Compliance 15% budget line item may not be modified. In no case shall total annual expenditures exceed the total annual budget amount of \$210,450.

^{***} Please note Martha's Village's Budget does not included an additional \$40,000 to \$50,000 in donations of In-kind items and grant writing to secure future funds.

21

Schedule of Performance

Services will commence on or about August 1, 2021, subject to execution of Agreement, completion of work necessary to set-up computers with internet access and to recruit, retain and train volunteers and staff members to operate homeless daytime drop-in center, and wrap-around services; and continue for two years, with two (2), one (1) year options.

Annual fees to be paid by City shall not exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000).

EXHIBIT "B"

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

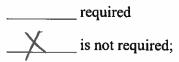
Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

INSURANCE

- 1. Procurement and Maintenance of Insurance. Contractor shall procure and maintain public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Contractor's performance under this Agreement. Contractor shall procure and maintain all insurance at its sole cost and expense, in a form and content satisfactory to the City, and submit concurrently with its execution of this Agreement. Contractor shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extensions. Such insurance shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.
- 2. <u>Minimum Scope of Insurance</u>. The minimum amount of insurance required under this Agreement shall be as follows:
- 1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;
- 2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;
- 3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate is:



- 4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.
- 3. <u>Primary Insurance</u>. For any claims related to this Agreement, Contractor's insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and

contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

- 4. Errors and Omissions Coverage. If Errors & Omissions Insurance is required, and if Contractor provides claims made professional liability insurance, Contractor shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Contractor's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Contractor's services under this Agreement. Contractor shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.
- 5. <u>Sufficiency of Insurers</u>. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.
- 6. <u>Verification of Coverage</u>. Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

- A. "The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.___" or "for any and all work performed with the City" may be included in this statement).
- B. "This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).
- C. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

- 7. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Contractor guarantees payment of all deductibles and self-insured retentions.
- 8. <u>Severability of Interests (Separation of Insureds)</u>. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.



OneFuture Coachella Valley 41550 Eclectic Street, Suite 200 E Palm Desert, California 92260 (760) 625-0422 Info@OneFutureCV.org

Black & African American (BAA) Healthcare Scholarship Program

Scholar Recipient Report

February 3, 2021

Twelve (12) students have been awarded the Black & African American Healthcare (BAA) Scholarship. Following is a summary of the scholarship recipient demographics:

2021 BLACK & AFRICAN AMERICAN HEALTHCARE SCHOLARSHIP RECIPIENT STATS (N=12) FIRST GENDER GENERATION TO ATTEND COLLEGE COLLEGE TYPE YEAR IN COLLEGE FRESHMAN: 3 COMMUNITY COLLEGE: 1 SOPHMORE: 2 CSU: 2 UC: 2 JUNIOR: 3 PRIVATE: 5 SENIOR: 4 OUT OF STATE: 2 MAJORS REGIONAL APPLICANTS WEST VALLEY: 7 DESERT HOT **NURSING: 6** MID VALLEY: 2 **BIOLOGY/PRE-MED: 1** PALM SPRINGSI CATHEDRAL CITY **EAST KINIESOLOGY/HEALTH: 4** VALLEY: 3 **CHEMISTRY/SCIENCE: 0** OTHER: 1 **OUT OF VALLEY:**



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EXPECTED FAMILY CONTRIBUTION (EFC)



\$0 - \$5,000: 10

\$5,000 - \$10,000: 2

\$10,000+:

SCHOOL DISTRICT



COACHELLA VALLEY UNIFIED SCHOOL DISTRICT:

DESERT SANDS UNIFIED SCHOOL DISTRICT: 2

PALM SPRINGS UNIFIED SCHOOL DISTRICT: 6

PRIVATE: 1

OUT OF VALLEY SCHOOL DISTRICT: 3

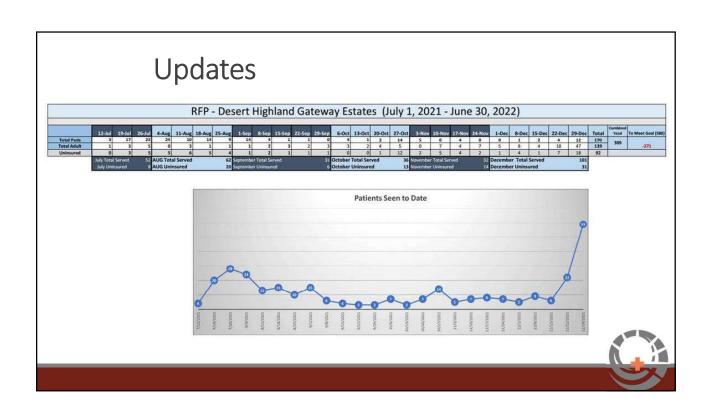
HIGH SCHOOL GRADUATION YEAR

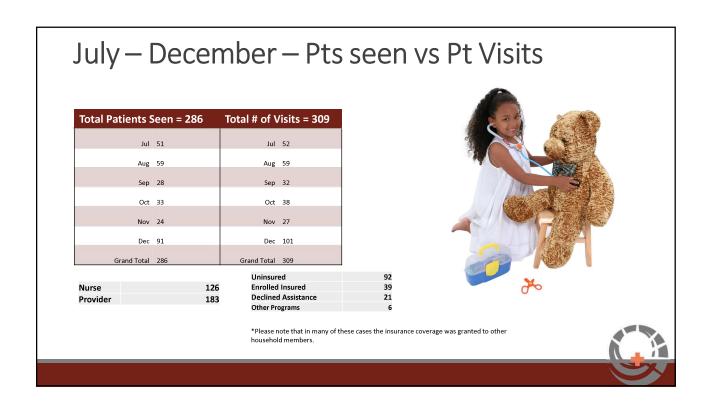


CLASS OF 2021: 3

CLASS OF 2020: 1

OTHER: 8





| | | Jul | | Oct | | |
|-----------------|-----|-------------------------------------|----|---------------------------|----------|--|
| COVID Test | 85 | Immz | 17 | COVID Test | 8 | |
| COVID Vaccine | 54 | Adult Physical Exam Well Child Exam | 34 | COVID Vaccine Flu Vaccine | 10 | |
| | | Well Child Exam | 54 | Immz | 2 | |
| Flu Vaccine | 2 | Aug | | Sick Visit | 1 | |
| F. II | | COVID Test | 1 | Sport Physical | 3 | |
| Follow up Visit | 1 | COVID Vaccine | 1 | Well Child Exam | 12 | |
| lmmz | 39 | Immz | 15 | Nov | | |
| | | Adult Physical Exam | 1 | COVID Test | 2 | |
| Labs | 1 | Sick Visit | 1 | COVID Vaccine | 16 | |
| DI : 15 | | Well Child Exam | 40 | Follow up Visit | 1 | |
| Physical Exam | 3 | Sep | | Immz | 1 | |
| Sick Visit | 8 | COVID Test | 3 | Sick Visit | 2 | |
| | | COVID Vaccine | 6 | Well Child Exam | 5 | |
| Sport Physical | 3 | Immz Sick Visit | 2 | Dec | | |
| Well Child Exam | 112 | Well Child Exam | 17 | COVID Test COVID Vaccine | 71 21 | |
| well Child Exam | 113 | Well clina Exam | 17 | Labs | 1 | |
| Total | 309 | | | Adult Physical Exam | 1 | |
| | | | | Sick Visit | 2 | |
| | | | | Well Child Exam | 5 | |

