

	D. CONSENT AGENDA		Action
	All Consent Agenda item(s) listed below are considered to be 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>		
	1. BOARD MINUTES		
4-8	a. Board of Directors Meeting – January 25, 2022		
	2. FINANCIALS		
9-18	a. Approval of the January 2022 Financial Statements – F&A Approved February 08, 2022		
	3. GRANT EXTENSIONS		
19-52	a. Grant #1034 – City of Palm Springs request for a second no-cost grant extension through June 30, 2022		
	4. RESOLUTIONS		
53-55	a. Subsequent Emergency Resolution #22-05 Re-Ratifying the State of Emergency and Re-Authorizing Remote Teleconference Meetings		
	E. DESERT HEALTHCARE DISTRICT CEO REPORT		
	– Conrado E. Bárzaga, MD, Chief Executive Officer		
56-57	1. Coachella Valley Equity Collaborative: COVID-19 Community Support, Outreach, Education, Testing, and Vaccination Distribution	Information	
58-62	2. South Coast Air Quality Management District (SCAQMD) – Consideration to approve a \$27,000 match to “Partnerships for Air Quality Community Training in Rural Communities in the Eastern Coachella Valley” – Goal #2 - Strategic Goal Priority 2.3		Action
	F. COMMITTEE MEETINGS		
	1. FINANCE, LEGAL, ADMINISTRATION, & REAL ESTATE COMMITTEE – Chair/Treasurer Arthur Shorr, President Karen Borja, and Director Les Zendle, MD		
63-65	1. Draft Meeting Minutes – February 08, 2022	Information	
	2. PROGRAM COMMITTEE – Chair/Vice-President/Secretary Evett PerezGil, President Karen Borja, and Director Carmina Zavala		
66-68	1. Draft Meeting Minutes – February 08, 2022	Information	
69-70	2. Grant Payment Schedule		



	3. Advancing the District’s Role in Addressing the Healthcare Needs of Black Communities in the Coachella Valley – Update	
71-72	a. One Future Coachella Valley Scholarship Fund	Information
73-75	b. Access to Healthcare – Borrego Health Foundation	Information
76	G. BEHAVIORAL HEALTH INITIATIVE UPDATE	Information
	H. ADJOURNMENT	



**DESERT HEALTHCARE FOUNDATION
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
January 25, 2022**

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

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President Borja called the meeting to order at 6:58 p.m. The Clerk of the Board called the roll with all Directors' present.	
B. Approval of Agenda	President Borja asked for a motion to approve the agenda.	#19-14 MOTION WAS MADE by Director De Lara seconded by Director PerezGil to approve the agenda. Motion passed unanimously. AYES – 7 President Borja, Vice-President/Secretary PerezGil, Director Shorr, Director Rogers, Director Zendle, Director De Lara, and Director Zavala NOES – 0 ABSENT – 0
C. Public Comment	There were no public comments.	
D. Consent Agenda		



**DESERT HEALTHCARE FOUNDATION
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
January 25, 2022**

<p>1. BOARD MINUTES a. Board of Directors Meeting – December 21, 2021</p> <p>2. FINANCIALS a. Approval of the December 2021 & January 2022 Financial Statements – F&A Approved January 11, 2022</p> <p>3. RESOLUTIONS a. Subsequent Emergency Resolution #22-03 Re-Ratifying the State of Emergency and Re-Authorizing Remote Teleconference Meetings</p>	<p>President Borja asked for a motion to approve the consent agenda.</p>	<p>#19-15 MOTION WAS MADE by Director Rogers seconded by Director Shorr to approve the consent agenda. Motion passed unanimously. AYES – 7 President Borja, Vice-President/Secretary PerezGil, Director Shorr, Director Rogers, Director Zendle, Director De Lara, and Director Zavala NOES – 0 ABSENT – 0</p>
<p>E. Desert Healthcare Foundation CEO Report</p> <p>1. Coachella Valley Equity Collaborative: COVID-19 Community Support, Outreach, Education, Testing, and Vaccination Distribution New Hire – Sergio Rodriguez, Program Assistant</p>	<p>Chris Christensen, CAO, described the update on the Coachella Valley Equity Collaboration prepared by Alejandro Espinoza, Chief of Community Engagement, who detailed the events and increased sites in the West Valley while also highlighting the testing efforts.</p> <p>Director Zendle requested an update on the collaborative partners for the mobile unit since community members are inquiring; however, Mr. Espinoza explained that the manufacturer moved the design completion to July 2022.</p>	



**DESERT HEALTHCARE FOUNDATION
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
January 25, 2022**

	<p>The Board recommended various advertising once the mobile unit is complete, and additional communication for the testing and vaccination events on the website.</p>	
<p>F.1. F&A Committee</p> <p>1. Draft Meeting Minutes – January 11, 2022</p> <p>F.2. Program Committee</p> <p>1. Draft Meeting Minutes – January 11, 2022</p> <p>2. Grant Payment Schedules</p>	<p>Director Shorr provided a brief overview of the January F&A Committee meeting minutes.</p> <p>President Borja inquired with the Board concerning any questions of the Program Committee meeting minutes of the January 11 meeting.</p>	
<p>G. Homelessness Update</p>	<p>Greg Rodriguez, Government Relations and Public Policy Advisor, Office of Supervisor Perez, described the Supervisor’s approval of \$5.7M for the acquisition of the navigation center explaining that the Palm Springs city council will meet on Thursday to approve the funding. The county and the are city co-applicants on Project Room Key II funding for approx. \$15M for eighty (80) interim housing units and capital for remodeling, including wrap around services. The city’s letter of interest includes service</p>	



**DESERT HEALTHCARE FOUNDATION
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
January 25, 2022**

	<p>provisions in the room key application with Martha’s Village as the only applicant of interest to staff the facility. During the council meeting Martha’s Village is likely the chosen provider for the campus operations with a shelter component and funding from a different source. Medical, dental, workforce development, possible childcare, and offices for social services are also fundamental in the buildout. In response to the opposition, Mr. Rodriguez explained that regardless of the placement, even with implementing a community engagement plan, there will be conflicting views also noting that all shelter sites have been distributed evenly throughout the city.</p> <p>Vice-President PerezGil expressed concerns with the placement and the location as the area has overcome various inequalities, and the navigation center could create additional barriers and setbacks.</p>	
<p>H. Behavioral Health Initiative</p>	<p>Jana Trew, Senior Program Officer, Behavioral Health, described the questionnaire to the service provider networks to ensure that current</p>	

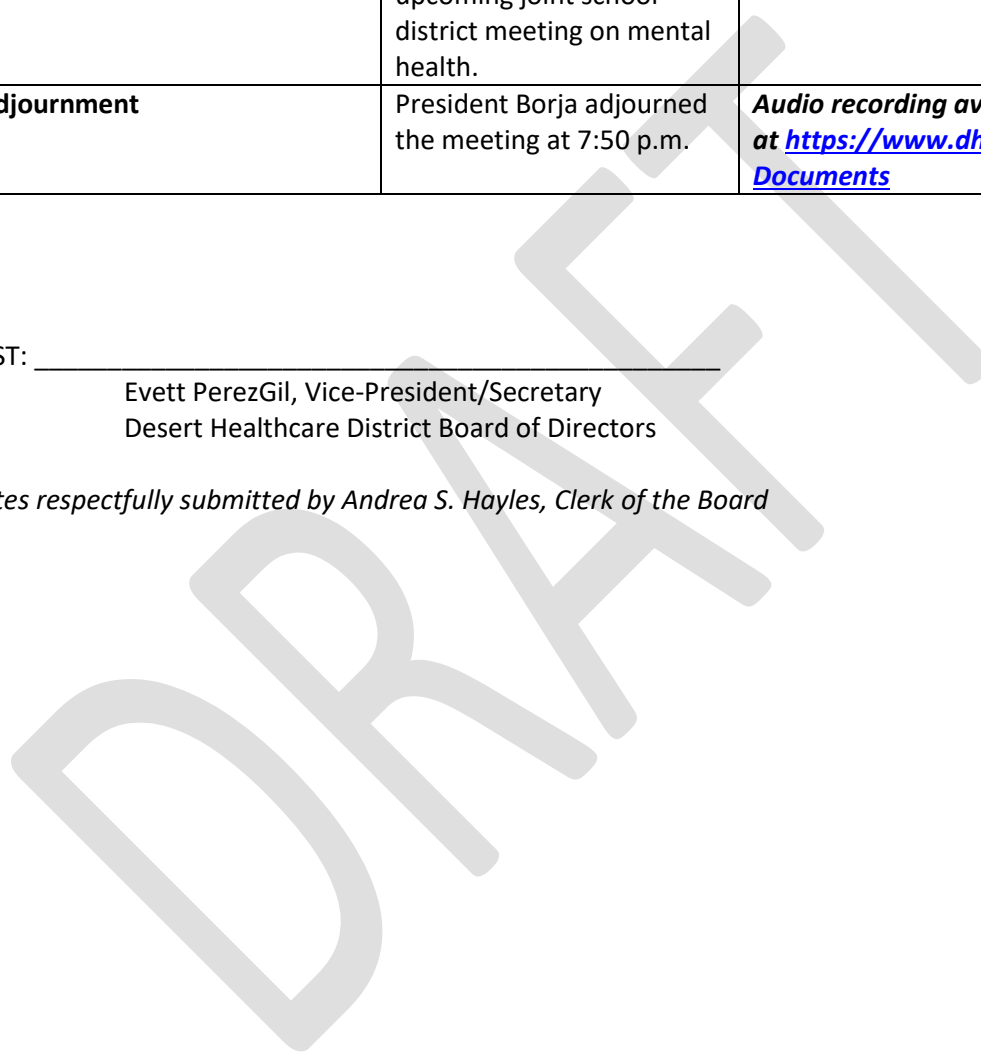


**DESERT HEALTHCARE FOUNDATION
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
January 25, 2022**

	<p>information is up-to-date based on the needs assessment, further providing additional behavioral health updates on the initiative, such as an upcoming joint school district meeting on mental health.</p>	
<p>I. Adjournment</p>	<p>President Borja adjourned the meeting at 7:50 p.m.</p>	<p>Audio recording available on the website at https://www.dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
 Evett PerezGil, Vice-President/Secretary
 Desert Healthcare District Board of Directors

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



DESERT HEALTHCARE FOUNDATION					
JANUARY 2022 FINANCIAL STATEMENTS					
INDEX					
Statement of Operations					
Balance sheet					
Allocation of Restricted Funds					
Deposit Detail					
Check Register					
Credit Card Expenditures					
Schedule of Grants					

Desert Healthcare Foundation
Profit & Loss Budget vs. Actual
July 2021 through January 2022

	MONTH			TOTAL		
	Jan 22	Budget	\$ Over Budget	Jul '21 - Jan 22	Budget	\$ Over Budget
Income						
4000 · Gifts and Contributions	20	4,167	(4,147)	55,070	29,169	25,901
4003 · Grants	0	137,500	(137,500)	0	962,500	(962,500)
4116 · Bequests - Frederick Lowe	6,426	5,000	1,426	35,571	35,000	571
4130 · Misc. Income	0	83	(83)	0	581	(581)
8015 · Investment Interest Income	8,633	12,500	(3,867)	89,554	87,500	2,054
8040 · Restr. Unrealized Gain/(Loss)	(139,736)	10,417	(150,153)	(15,655)	72,919	(88,574)
Total Income	(124,657)	169,667	(294,324)	164,540	1,187,669	(1,023,129)
Expense						
5001 · Accounting Services Expense	958	958	0	6,706	6,706	0
5035 · Dues & Memberships Expense	0	42	(42)	25	294	(269)
5057 · Investment Fees Expense	4,397	4,167	230	32,195	29,169	3,026
5065 · Legal Costs Ongoing Expense	0	83	(83)	0	581	(581)
5101 · DHCD-Exp Alloc Wages& benefits	13,755	15,073	(1,318)	96,285	105,511	(9,226)
5102 · DHCD-Expenses - COVID CARES	12,918	33,634	(20,716)	76,879	235,438	(158,559)
5106 · Marketing & Communications	52	3,958	(3,906)	250	27,706	(27,456)
5110 · Other Expenses	375	417	(42)	2,600	2,919	(319)
5115 · Postage & Shipping Expense	0	8	(8)	0	56	(56)
5120 · Professional Fees Expense	0	83	(83)	0	581	(581)
8051 · Major grant expense	0	116,667	(116,667)	68,343	816,669	(748,326)
8052 · Grant Expense - Collective/Mini	0	2,500	(2,500)	0	17,500	(17,500)
Total Expense Before Social Services	32,455	177,590	(145,135)	283,283	1,243,130	(959,847)
5054 · Social Services Fund	0	5,000	(5,000)	6,000	35,000	(29,000)
Net Income	(157,112)	(12,923)	(144,189)	(124,743)	(90,461)	(34,282)

Desert Healthcare Foundation
Balance Sheet Previous Year Comparison
As of January 31, 2022

		Jan 31, 22	Jan 31, 21
ASSETS			
Current Assets			
Checking/Savings			
100 - CASH			
	150 - Petty Cash	200	200
	151 - Checking - Union Bank 7611	1,197,434	1,512,443
	152 - Checking - Union Bank 8570	294,189	0
	Total Checking/Savings	1,491,823	1,512,643
	Total Accounts Receivable	100,000	350,000
Other Current Assets			
	316 - Accrued Revenue	200,000	0
476-486 - INVESTMENTS			
	477 - Morgan Stanley-Investments		
	477.2 - Unrealized Gain/(Loss)	7,880	172,145
	477 - Morgan Stanley-Investments - Other	2,039,595	3,074,763
	Total 477 - Morgan Stanley-Investments	2,047,475	3,246,908
	486 - Merrill Lynch		
	486.1 - Merrill Lynch Unrealized Gain	809,153	526,612
	486 - Merrill Lynch - Other	1,896,839	1,708,819
	Total 486 - Merrill Lynch	2,705,992	2,235,431
	Total 476-486 - INVESTMENTS	4,753,467	5,482,339
500 - CONTRIBUTIONS -RCVB -CRTS			
	515 - Contrib RCVB-Pressler CRT	74,787	61,277
	530 - Contrib RCVB-Guerts CRT	126,022	126,022
	Total 500 - CONTRIBUTIONS -RCVB -CRTS	200,809	187,299
	601 - Prepaid Payables	4,292	4,792
	Total Other Current Assets	5,158,568	5,674,430
TOTAL ASSETS		6,750,391	7,537,073

Desert Healthcare Foundation
Balance Sheet Previous Year Comparison
As of January 31, 2022

				Jan 31, 22	Jan 31, 21
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
			1000 · Accounts Payable	56,050	20,998
			1052 · Account payable-DHCD Exp Alloc	206,224	209
			Total Accounts Payable	262,274	21,207
Other Current Liabilities					
			2183 · Grants Payable-COVID-CARES PHI	523,821	935,000
			2185 · Deferred Revenue	0	50,000
			2190 · Current - Grants payable	2,654,327	2,833,641
			Total Other Current Liabilities	3,178,148	3,818,641
			Total Current Liabilities	3,440,422	3,839,848
Long Term Liabilities					
			2186 · Grants payable	1,600,000	1,600,000
			Total Liabilities	5,040,422	5,439,848
Equity					
			3900 · Retained Earnings	1,834,713	1,980,510
			Net Income	(124,743)	116,713
			Total Equity	1,709,970	2,097,223
TOTAL LIABILITIES & EQUITY				6,750,391	7,537,073

DESERT HEALTHCARE FOUNDATION					
BALANCE SHEET 01/31/22					
ALLOCATION OF MAJOR CATEGORIES/LIABILITIES					
		T/B	GENERAL Fund	Restricted Funds	Trusts
ASSETS					
	150 · Petty Cash	200	200	-	-
	151 · Checking - Union Bank 7611*	1,197,434	935,160	262,274	-
	152 · Checking - Union Bank 8570*	294,189		294,189	
Total 100 · CASH - UNRESTRICTED		1,491,823	935,360	556,463	-
Accounts Receivable					
	321 - Accounts Receivable - Other	100,000	-	100,000	
Total Accounts Receivable		100,000	-	100,000	-
	316 - Accrued Revenue	200,000		200,000	
477 · Invt-Morgan Stanley					
	477.2 · Unrealized Gain	7,880	-	7,880	-
	477 · Invt-Morgan Stanley	2,039,595	-	2,039,595	-
Total 477 · Invt-Morgan Stanley		2,047,475	-	2,047,475	-
6441	486.1 · Merrill Lynch Unrealized Gain	809,153	569,509	239,644	-
	486 · Merrill Lynch	1,896,839	-	1,896,839	-
Total 486 · Merrill Lynch		2,705,992	569,509	2,136,483	-
	515 · Contrib RCVB-Pressler CRT	74,787	-	-	74,787
	530 · Contrib RCVB-Guerts CRT	126,022	-	-	126,022
	601 - Prepaid payables	4,292	4,292	-	-
Total Current Assets		6,750,391	1,509,161	5,040,421	200,809
TOTAL ASSETS		6,750,391	1,509,161	5,040,421	200,809
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
	1000 · Accounts Payable	56,050	-	56,050	-
	1052 - Account Payable - DHCD - Alloc Expenses	206,224	-	206,224	-
	2183 · Grants Payable-COVID-CARES PHI	523,821		523,821	
	2190 - Grants Payable - Current Portion	2,654,327	-	2,654,327	-
Total Current Liabilities		3,440,422	-	3,440,422	-
	2186 - Grant Payable - Long Term	1,600,000	-	1,600,000	-
Total Liabilities		5,040,422	-	5,040,422	-
Equity					
	3900 · Retained Earnings	1,834,713	1,633,904		200,809
	Net Income	(124,743)	(124,743)	-	-
Total Equity		1,709,970	1,509,161	-	200,809
TOTAL LIABILITIES & EQUITY		6,750,391	1,509,161	5,040,421	200,809
* Restricted funds include Pass-Through Funds and Accounts Payable					

Desert Healthcare Foundation
Deposit Detail
 January 2022

Type	Date	Name	Account	Amount
Deposit	01/18/2022		151 - Checking - Union Bank 7611	6,436
		Misc.	4000 - Gifts and Contributions	(10)
		American Society of Composers	4116 - Bequests - Frederick Lowe	(4,660)
		Music Theater International	4116 - Bequests - Frederick Lowe	(1,766)
TOTAL				(6,436)
Deposit	01/25/2022		151 - Checking - Union Bank 7611	10
		Misc.	4000 - Gifts and Contributions	(10)
TOTAL				(10)
			TOTAL 151 - Checking - Union Bank 7611	6,446
Deposit	01/25/2022		152 - Checking - Union Bank 8570	100
		City of Coachella	2183 - Grants Payable-COVID-CARES PHI	(100)
TOTAL				(100)
			TOTAL 152 - Checking - Union Bank 8570	100

Desert Healthcare Foundation
Check Register
As of January 31, 2022

Type	Date	Num	Name	Amount
100 - CASH				
151 - Checking - Union Bank 7611				
Bill Pmt -Check	01/11/2022	5285	Union Bank	(4,269)
Bill Pmt -Check	01/13/2022	5286	Alejandro Espinoza - Expense Reimbursement	(4,402)
Bill Pmt -Check	01/13/2022	5287	Borrego Community Health Foundation - Grant Payment	(30,000)
Bill Pmt -Check	01/13/2022	5288	Coachella Valley Assoc of Governments - Grant Payment	(500,000)
Bill Pmt -Check	01/25/2022	5289	Alejandro Espinoza - Expense Reimbursement	(1,288)
Check	01/25/2022		Bank Service Charge	(350)
Total 151 - Checking - Union Bank 7611				(540,309)
152 - Checking - Union Bank 8570				
Bill Pmt -Check	01/05/2022	1023	Miguel Delgado	(400)
Bill Pmt -Check	01/05/2022	1024	Verizon Wireless	(156)
Bill Pmt -Check	01/13/2022	1026	Alejandro Espinoza - Expense Reimbursement	(1,157)
Bill Pmt -Check	01/25/2022	1027	El Sol Neighborhood Educational Center - Grant Payment	(40,000)
Bill Pmt -Check	01/25/2022	1028	Galilee Center - Grant Payment	(40,000)
TOTAL				(622,022)

DESERT HEALTHCARE FOUNDATION							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
January 31, 2022							
TWELVE MONTHS ENDING JUNE 30, 2022							
A/C 2190 and A/C 2186-Long term			6/30/2021	New Grants	Total Paid	1/31/2022	
Grant ID Nos.	Name		Open	Current Yr	July-June	Open	
			BALANCE	2021-2022		BALANCE	
Health Portal	Remaining Collective Funds-Mayor's Race & DHCF		\$ 72,176		\$ -	\$ 72,176	HP-cvHIP
BOD - 04/24/18	Behavioral Health Initiative Collective Fund		\$ 1,752,356		\$ 90,935	\$ 1,661,421	Behavioral Health
BOD - 06/26/18 BOD	Avery Trust Funds-Committed to Pulmonary services		\$ 795,017		\$ 37,500	\$ 757,517	Avery Trust
BOD - 6/25/19 BOD (#1006)	DHCD - Homelessness Initiative Collective Fund		\$ 595,714		\$ 501,657	\$ 94,057	Homelessness
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			\$ 575,000	\$ 30,000	\$ 545,000	
F&A - 06/11/19, 6/09/20, 06/22/21 Res. NO. 21-02	Prior Year Commitments & Carry-Over Funds		\$ 1,044,156		\$ 30,000	\$ 1,014,156	
TOTAL GRANTS			\$ 4,414,419	\$ 575,000	\$ 735,092	\$ 4,254,327	
Summary: As of 01/31/2022			Uncommitted & Available		A/C 2190	\$ 2,654,327	
Health Portal (CVHIP):	\$ 72,176	\$ 72,176			A/C 2186	\$ 1,600,000	<<\$870,000 BH
Behavioral Health Initiative Collective Fund	\$ 1,661,421	\$ 1,597,311			Total	\$ 4,254,327	\$730,000 Carry 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 2021-22:			FY22 Grant Budget		Social Services Fund #5054		
Amount budgeted 2021-2022		\$ 530,000	\$ 500,000		Budget	\$ 60,000	
Amount granted year to date		\$ (575,000)	\$ 30,000		DRMC Auxiliary	\$ 6,000	Spent YTD
Mini Grants:					Balance Available	\$ 54,000	
Net adj - Grants not used:							
Contributions / Additional Funding	DHCD Grant #1134 \$400,000, IEHP \$100,000 & Lift To Rise \$75,000	\$ 575,000					
Prior Year Commitments & Carry-Over Funds	FY18-19 Funds \$14,156; FY19-20 Funds \$300,000; FY20-21 Funds \$730,000	\$ 1,014,156					
Balance available for Grants/Programs		\$ 1,544,156					

DESERT HEALTHCARE FOUNDATION						
OUTSTANDING PASS-THROUGH GRANTS AND GRANT PAYMENT SCHEDULE						
January 31, 2022						
FISCAL YEAR ENDING JUNE 30, 2022						
A/C 2183			6/30/2021	New Grants		1/31/2022
			Open	Current Yr	Total Paid	Open
Grant ID Nos.	Name		BALANCE	2021-2022	July-June	BALANCE
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 Collaborative		\$ 125,000		\$ 80,000	\$ 45,000
BOD - 03/23/21 (#1269)	Alianza Coachella Valley - ECV COVID-19 STRATEGIC COMMUNICATIONS 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
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 Collaborative		\$ 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 PLAN		\$ 6,250		\$ 6,250	\$ -
BOD - 12/15/20 (#1181)	Vision Y Compromiso - Promotoras and the Coachella Valley COVID-19 Collaborative		\$ 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
	CARES/ELC Administrative Costs		\$ 200,000		\$ 191,179	\$ 8,821
Total CARES/ELC			\$ 1,110,000		\$ 586,179	\$ 523,821
Public Health Institute	Passthrough to Community Based Organizations		\$ 192,500	\$ -	\$ 192,500	\$ -
	Public Health Institute Administrative Costs		\$ 37,946		\$ 37,946	\$ (0)
TOTAL Public Health Institute			\$ 3,552,946	\$ -	\$ 230,446	\$ (0)
					Account 2183	\$ 523,821
Amts available/remaining for Grant/Programs - FY 2021-22:						\$ (0)
Amount granted year to date		\$ -				Grant Funds
Mini Grants:						CARES/ELC
Net adj - Grants not used:					Total Grant	\$ 725,000
Foundation Administration Costs		\$ (237,946)			Received to Date	\$ 2,100,000
Contributions / Additional Funding	ELC3 \$200,000 & PHI \$37,946 Carryover from FY21	\$ 237,946			Balance Remaining	\$ 300,000
Balance available for Grants/Programs		\$ -				\$ -



Date: February 22, 2022

To: Board of Directors

Subject: Grant #1034 – City of Palm Springs – 2nd no cost grant extension for twelve (12) months

Program Committee recommendation: forward to the Board of Directors a recommendation to approve a twelve (12) month no-cost grant extension, extending the grant agreement through June 30, 2022.

Background: 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.

Current: 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: [Jay Virata](#)
To: [Donna Craig](#)
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 Manager - .20 FTE Senior/Exc. Manager - .40 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

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	25,000	25,000
Laundry	2,500	4,100	6,600
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	212,050	534,205

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					
Program Operations	A	B	C	D	E
	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 <i>(Detail on sheet 2)</i>				0	0
Equipment <i>(Detail on sheet 2)</i>				0	0
Supplies <i>(Detail on sheet 2)</i>				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 described above <i>(Detail on sheet 2)</i>					
1				0	0
2				0	0
3				0	0
4				0	0
Other program costs not described above <i>(Detail on sheet 2)</i>					
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
Staff Position					
1					
2					
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
Company 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 >	29,744.31
Equipment		Purchase Date	Price per Unit	Quantity	Total Expenses During this Reporting Period
Item Description					
1					0
2					0
3					0
4					0
5					0
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					0
Total >					0
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 August 25, 2021, by and between the City 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. CONTRACTOR SERVICES

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 Compliance with Law. 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.

1.3 Licenses and Permits. 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 Familiarity with Work. 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. COMPENSATION OF CONTRACTOR

3.1 Compensation of Contractor. 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 Method of Payment. 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 Changes. 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 Appropriations. 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. **PERFORMANCE SCHEDULE**

4.1 **Time of Essence.** Time is of the essence in the performance of this Agreement.

4.2 **Schedule of Performance.** 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.

4.3 **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 **Term.** 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. COORDINATION OF WORK

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 Contract Officer. 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.

5.3 Prohibition Against Subcontracting or Assignment. The experience, 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 Personnel. 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.

<u>Name:</u>	<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 Background Check. 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. **INSURANCE**

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 Records. 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 Audit and Inspection of Records. 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. ENFORCEMENT OF AGREEMENT

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 Interpretation. 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 Waiver. 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 Legal Action. 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. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. 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 Conflict of Interest. 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.

10.3 Covenant Against Discrimination. In connection with its performance under this 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. MISCELLANEOUS PROVISIONS

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 in 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 Integrated Agreement. 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 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement signed by all Parties.

11.4 Severability. 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 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

11.6 Third Party Beneficiary. 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 Recitals. 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 Authority. 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 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

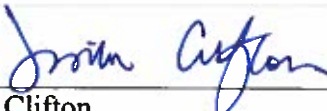
[SIGNATURES ON NEXT PAGE]

**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**

Date: 8/25/2021

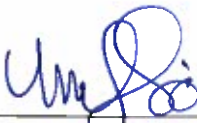
By: 
Justin Clifton
City Manager

APPROVED BY CITY COUNCIL
4/24/2021 2.P. A8922

APPROVED AS TO FORM:

ATTEST

By: 
Jeffrey S. Ballinger,
City Attorney

By: 
~~For:~~ Anthony Mejia
City Clerk

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR NAME:

Martha's Village and Kitchen Check one: ___ Individual ___ Partnership Corporation

83791 Date Avenue
Address
Indio, CA 92201

By:  By: 
Signature (Notarized) Signature (Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

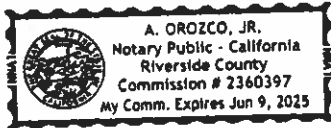
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside
On August 23, 2021 before me, A. Orozco, Jr. Notary Public
personally appeared Casey Michael Boswell and Linda Lou Barrack

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Contract Services Agreement
Number of Pages: 12 Signer(s) Other Than Named Above:
Document Date: 8/23/21

Capacity(ies) Claimed by Signer(s)
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer is Representing:

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.

Cause No Disturbance. 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.

Comply with City Noise Ordinance. 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.

Food Service. 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.

Distribution of Food and Other Commodities. 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.

Loitering. 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.

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

24-Hour Contact Number. 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.

Sign Applications Required. 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.

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

Video Cameras: 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.

Bicycle Parking. 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

-Outdoor Use. 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

Security Plan. 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 Homeless 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.
 7. 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.
3. 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 Manager - .20 FTE Senior/Exc. Manager - .40 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.

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. **Minimum Scope of Insurance.** 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:

_____ required

~~_____~~ is not required;

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. **Primary Insurance.** 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. Sufficiency of Insurers. 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. Verification of Coverage. 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. **Deductibles and Self-Insured Retentions.** 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. **Severability of Interests (Separation of Insureds).** 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.

EXHIBIT B

(revised to reflect a second no cost extension of an additional twelve (12) months)

PAYMENT SCHEDULE, REQUIREMENTS & DELIVERABLES

<u>Project Title</u>	<u>Start/End</u>
City of Palm Springs Crisis Team & Wrap Around	12/1/2019
Services	11/30/2020
	<i>Amended to reflect seven (7) month no cost extension 6/30/2021 Amended to reflect a second no cost extension of an additional twelve (12) months <u>6/30/2022</u></i>

PAYMENTS:

(2) Payments: \$101,250.00

10% retention: \$22,500.00

Total request amount: \$225,000.00

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Grant Requirements for Payment	Payment
12/01/2019	Signed Agreement submitted & accepted	Advance of \$101,250.00 for time period 12/01/2019- 5/31/2020
06/01/2020	1 st six-month (12/01/2019 - 05/31/2020) progress and budget reports submitted & accepted	Advance of \$101,250.00 for time period 06/01/2020 -11/30/2020
12/01/2020	2 nd six-month (06/01/2020- 11/30/2020) progress and budget reports submitted and accepted	\$0
<i>7/1/2021</i>	<i>3rd seven-month (12/1/2020 - 6/30/2021) progress and budget reports submitted and accepted</i>	<i>\$0</i>
<i>1/1/2022</i>	<i>4th six-month (7/1/2021- 12/31/2021) progress and budget reports submitted and accepted</i>	<i>\$0</i>
<i>7/1/2021</i>	<i>5th six-month (1/1/2022- 6/30/2022) progress and budget reports submitted and accepted</i>	<i>\$0</i>
12/31/2020 <i>7/31/2022</i>	Final report (12/01/2019 - 11/30/2020 <i>6/30/2022</i>) submitted & accepted	\$22,500.00 (10 % retention)

TOTAL GRANT AMOUNT: \$225,000.00

DELIVERABLES:

Program/Project Goals and Evaluation

<p>GOAL #1 On an annual basis, 200 individuals receiving services through the City of Palm Springs Crisis Team and Wrap Around Services program will be provided with shelter.</p>	<p>EVALUATION #1 The Crisis Team and Wrap Around team track services and outcomes in HMIS and reports them to the City. Last fiscal year 195 individuals were beneficiaries of housing placement. Housing placements include permanent housing, emergency housing, bridge housing, shelter housing, and family reunification.</p>
<p>GOAL #2 On an annual basis, 75 individuals receiving services through the City of Palm Springs Crisis Team and Wrap Around Services program will become employed</p>	<p>EVALUATION #2 The Crisis Team and Wrap Around team track services and outcomes in HMIS and reports them to the City. Last fiscal year, 59 individuals were beneficiaries of the employment services provided through the City program and were successfully employed.</p>
<p>GOAL #3 On an annual basis, 725 individuals receiving services through the City of Palm Springs Crisis Team and Wrap Around Services program will obtain mainstream benefits.</p>	<p>EVALUATION #3 The Crisis Team and Wrap Around team track services and outcomes in HMIS and reports them to the City. Last fiscal year 705 individuals obtained mainstream benefits. Mainstream benefits include obtaining birth certificates and identification cards, Supplemental Security Income, Social Security Disability Insurance, CalWORKS, CalFresh, General Assistance, and Medi-Cal.</p>
<p>GOAL #4 On an annual basis, 30 individuals receiving services through the City of Palm Springs Crisis Team and Wrap Around Services program will be put in contact with behavioral and substance use treatments and/or clinics.</p>	<p>EVALUATION #4 The Crisis Team and Wrap Around team track services and outcomes in HMIS and reports them to the City. Last fiscal year 25 individuals were put in contact with behavioral and substance use treatments and/or clinics.</p>

RESOLUTION NO. 22-05

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

WHEREAS, Desert Healthcare Foundation (“Foundation”) 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 Foundation’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. 21-03 on September 28, 2021, finding that the requisite conditions exist for the Board of Directors of the Foundation 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 Foundation, and the Board of Directors has done so; and

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

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the Foundation 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 Foundation 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 Foundation and proclaims that a local emergency persists throughout the Foundation.

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 Foundation’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 Foundation held on February 22, 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



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: February 22, 2022
To: Board of Directors
Subject: CV Equity Collaborative: COVID-19 Testing and Vaccine Update

Staff Recommendation: Informational item only

Background:

- The Desert Healthcare District and Foundation to received \$1.2 million from the County of Riverside and \$500,00 from The Public Health Institute to support targeted community-based outreach, education, and COVID-19 testing in partnership with community- and faith-based organizations that serve vulnerable communities in Coachella Valley, with an emphasis on Eastern Coachella Valley.
- The Desert Healthcare District and Foundation has established and leads The Coachella Valley Equity Collaborative (CVEC), which has brought together community-and faith-based organizations, government agencies (county and state), and local farm owners to address the COVID-19 epidemic and ensure there is a coordinated effort to maximize resources and prevent overlap is services and/or outreach.

COVID-19 Testing Update:

- The CVEC has coordinated multiple COVID-19 testing events that have been hosted throughout the Coachella Valley. The tests include both rapid testing (BiNex Now) and PCR testing (Curative and Primary Health).
- Promotoras from the Coachella Valley Equity Collaborative received training from the Desert Sands Unified School District (DSUSD) staff on the Primary Care PCR testing registration site, along with the BinaxNow reporting system. The CVEC Promotoras have now assumed responsibility of the weekly COVID-19 testing for DSUSD at five strategically placed locations every Monday through Friday from 3:30pm to 5:30pm.
- A new weekly COVID-19 clinic has been established with Torres Martinez Desert Cahuilla Indians to increase access to COVID-19 testing in the East Coachella Valley. The COVID-19 testing clinic will be held every Thursday from 2pm to 6pm at the Tameka Gym.
- The CVEC has partnered with the UC Riverside School of Medicine's Free Clinic and will be providing COVID-19 testing the second Saturday of the month from 3pm to 6pm at the Mecca Library.

- To date, a total of **93** COVID-19 testing clinics resulting in more than **13,345** COVID-19 tests have been provided at events organized by the CVEC and its partners.

COVID-19 Vaccination Update

- A partnership between the CVEC and the Coachella Valley Unified School District (CVUSD) has launched a COVID-19 vaccination campaign to vaccinate students during school hours with written parental consent and without the need for the parent or legal guardian to be present. This campaign was launched on February 8th at Cahuilla Desert Academy in Coachella and will continue at nine other CVUSD schools through the middle of March. These vaccination clinics are held from 10am to 6pm, however, they are open exclusively for students from 10am to 3pm and open to the public from 3pm to 6pm, when students are off campus.
- A COVID-19 vaccination clinic was organized on Saturday, January 29th at the North Shore Community Park in partnership with COFEM, Borrego Health, and the Desert Recreation District. A total of **102** adult vaccines were administered, along with **31** pediatric doses.
- To date, a total of more than **234** COVID-19 vaccination clinics resulting in **39,275** COVID-19 vaccines have been provided to District residents in vaccination clinics hosted by the CVEC in partnership with the RUHS-Department of Public Health and Rite-Aid pharmacies and Borrego Health.

Fiscal Impact:

Riverside County Contract: \$2,400,000, of which \$440,000 will support/compensate DHCF staff.

Public Health Institute grant: \$725,000, of which \$90,000 will support/compensate DHCF staff



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: February 22, 2022
To: Board of Directors
Subject: SCAQMD: Partnerships for Air Quality Community Training in Rural Communities in the Eastern Coachella Valley.

Staff Recommendation:

- 1) To approve contract award of \$27,000 from SCAQMD to perform tasks as outlined in Table 1 of Statement of Work.
- 2) To approve matching funds of \$27,000 to select subcontractors through an RFQ process to perform tasks outlined in Table 2 of the Statement of Work

Background: In response to the US Environmental Protection Agency State Environmental Justice Cooperative Agreement Programs: Request For Applications, a collaborative project between the South Coast Air Quality Management District, Twenty-Nine Palms Band of Mission Indians, Health Assessment and Research for Communities, and the Desert Healthcare District & Foundation was submitted, approved, and funded in the amount of \$200,000. This project establishes an Air Quality Academy to provide resources and training that will improve environmental literacy and air quality data. The Academy will include community health workers and other community members and provide training on how to use the data to help make informed decisions. The three objectives for this project are:

1. *Air Quality Training:* Provide training on the Air Quality Index, and actions to reduce exposures to indoor and outdoor air pollution.
2. *Air Pollution Sensors Training:* Provide training about air pollution measurement, and how to get local air quality information from a blended AQI map, which uses both regulatory monitoring and sensor data.
3. *Community Environmental Health Report:* Publish a report on environmental health metrics in the Eastern Coachella Valley, including statistics on environmental hazards, social vulnerabilities, and public health metrics.

Our role in the partnership: DHCD/F staff will provide information on the health effects of air pollution and ways to reduce exposures to indoor and outdoor air pollutants. The Desert Healthcare District and Foundation will receive \$27,000 to provide support to staff to conduct community-based outreach and provide training on ways to mitigate health impacts of indoor

and outdoor air pollution, support the recruitment of Air Quality Academy participants, and provide a linkage to resources.

Fiscal Impact:

\$27,000 matching funds to be allocated from the Avery Trust Fund

**ATTACHMENT 1
STATEMENT OF WORK**

**Community Health Worker and Participant Support
(Desert Healthcare District & Foundation)**

The Desert Healthcare District and Foundation (CONTRACTOR) will provide in-kind staff support to conduct community-based outreach and provide training on ways to mitigate health impacts of indoor and outdoor air pollution, support the recruitment of Air Quality Academy participants, and provide a linkage to resources. The Desert Healthcare District has been working on environmental justice projects and programs in the Coachella Valley in partnership with community-based organizations, governmental agencies, tribal nations, school districts, and community residents. Those projects and programs include the AB-617 program, collecting and analyzing health impact data due to poor air quality in partnership with the Public Health Institute, and developing an emergency communication plan to inform the community of potential exposure to harmful pollutants. Through all of these projects and programs the Desert Healthcare District has partnered with community-based organizations that employ Community Health Workers, who serve as liaisons and trusted messengers for the targeted communities.

With staff oversight, CONTRACTOR shall provide all labor, materials, reports, and services necessary to complete the following objectives:

1. CONTRACTOR will develop training modules on air quality, and strategies to mitigate indoor and outdoor air pollution exposures.
2. CONTRACTOR will provide specialized training, technical support, and other support to Community Health Workers to ensure they have resources to disseminate the training information to the community.
3. CONTRACTOR will match the grant funds of \$27,000 to pay SUBCONTRACTOR(S) (also known as the Community Health Workers) to perform the tasks outlined in Table 2.
4. CONTRACTOR will provide support for the recruitment of Air Quality Academy participants, especially in the recruitment of Community Health Workers.
5. CONTRACTOR will hire Community Health Workers (SUBCONTRACTOR(S) to conduct outreach in the community to disseminate information from the Air Quality Academy, as specified in Table 2.
 - a. SUBCONTRACTOR(S) shall provide staffing in the form of Community Health Workers who will be assigned to this project. SUBCONTRACTOR(S) have years of experience in utilizing the Community Health Worker model to provide culturally and linguistically appropriate outreach, education, and presentations on different community health, environmental health, and public health topics.
 - b. SUBCONTRACTOR(S) shall perform community-based outreach, education, and identify potential Air Quality Academy participants and submit quarterly reports to Desert Healthcare District as specified in Table 2 during the duration of the grant period.

c. SUBCONTRACTOR shall be affiliated to a registered entity with the State of California, such as a 501(c)(3) organization, and have a pre-existing Community Health Worker training and capacity building program.

6. CONTRACTOR will provide 6-month progress reports.

**TABLE 1
CONTRACTOR TASKS AND PAYMENT SCHEDULE**

Timeframe	Task	AMOUNT TO BE PAID
Months 0-6	<ul style="list-style-type: none"> • Develop training modules and materials • Support recruitment of Academy participants, specifically Community Health Workers • Submit a 6-month progress report on tasks 	\$9,000
Months 7-12	<ul style="list-style-type: none"> • Complete development of training modules and materials • Provide training for Community Health Workers on ways to mitigate health impacts of air pollution • Provide support and linkage to resources for Community Health Workers • Submit a 6-month progress report on tasks 	\$9,000
Months 13-18	<ul style="list-style-type: none"> • Continue to provide training for Community Health Workers on ways to mitigate health impacts of air pollution • Continue to provide support and linkage to resources for Community Health Workers • Submit a 6-month progress report on tasks 	\$9,000

**TABLE 2
SUBCONTRACTOR(S) TASKS AND PAYMENT SCHEDULE**

Timeframe	Task	AMOUNT TO BE PAID
Months 0-6	<ul style="list-style-type: none"> • Community Health Workers will participate in the development and translation (Spanish/Purepecha) of the training modules and educational materials. • Support the recruitment of community members to participate in the Air Quality Academy • Community Health Workers will attend the Air Quality Academy and receive training on: <ul style="list-style-type: none"> ○ Outdoor air quality basics ○ Outdoor air quality policy ○ Indoor air quality basics ○ Health effects of air pollution ○ Exposure reduction ○ Air pollution sensors (installation and data collection) • Provide monthly outreach logs 	\$10,000

	<ul style="list-style-type: none"> • Participate in monthly update meetings with Desert Healthcare District staff 	
Months 7-16	<ul style="list-style-type: none"> • Community Health Workers will conduct community-based outreach, presentations, and education on: <ul style="list-style-type: none"> ○ Health effects of indoor and outdoor air pollution ○ Ways to mitigate exposures ○ How to check outdoor air quality ○ Data interpretation ○ Air pollution sensors • Provide monthly outreach logs • Participate in monthly update meetings with Desert Healthcare District staff 	\$14,000
Months 17-18	<ul style="list-style-type: none"> • Community Health Workers will participate in the development of the Community Environmental Health Report by sharing their experiences and perspectives as community members, and their experiences in in the training program • Provide monthly outreach logs • Participate in monthly update meetings with Desert Healthcare District staff 	\$3,000

Approved by CONTRACTOR: _____
(Name and Signature)



DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
February 08, 2022

Directors Present via Video Conference	District Staff Present via Video Conference	Absent
Chair/Treasurer Arthur Shorr President Karen Borja Director Les Zendle, MD	Conrado E. Bárzaga, MD, Chief Executive Officer 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	

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Shorr called the meeting to order at 4:08 p.m.	
II. Approval of Agenda	Chair Shorr asked for a motion to approve the agenda.	Moved and seconded by President Borja and Director Zendle to approve the agenda. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. Minutes – Meeting January 11, 2022	Chair Shorr asked for a motion to approve the minutes of the January 11, 2022, F&A Committee meeting.	Moved and seconded by Director Zendle and President Borja to approve the January 11, 2022, meeting minutes. Motion passed unanimously.
V. CEO Report	There was no CEO Report.	
VI. Financial Report 1. Financial Statements 2. Deposits 3. Check Register 4. Credit Card Expenditures 5. General Grants Schedule	Chair Shorr reviewed the financials with the committee. As the newest member of the committee, President Borja inquired into the bequest of Fredrick Loewe. After an explanation from Chris Christensen, CAO, Chair Shorr described the senior population in the Coachella Valley and the potential for other endowments in collaboration with the open position for a grant writer, and Will Dean, communications and marketing director, to promote the organization to individuals interested in estate planning for charitable giving.	Moved and seconded by President De Lara and Director Zendle to approve the February 2022 financials and forward to the board for approval. Motion passed unanimously.



DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
February 08, 2022

	<p>Chris Christensen, CAO, highlighted line item 151 - \$1.1M on the Allocation of Major Categories/Liabilities describing the move of \$1M from the Morgan Stanley account since the operating cash account has a reduction over time. In the restricted fund's column of the assets section, the \$5M are committed to the current outstanding grants and obligations. The \$1.5M in the general fund is available for expenditures, such as paying the \$200k to the district for overhead allocations or issuing new grants from the \$1.5M from the grants schedules. An endeavor as explained by Chair Shorr for additional resources is necessary to assist the Foundation in the long term.</p> <p>The committee inquired about the remaining funds from the Mayor's Race, with staff explaining that cvHIP was deferred due to the COVID-19 response. The district new hire Program Assistant will assist to move forward with Connect IE and a pending contract, as well as Inland Empire Health Plan (IEHP) to aid with funding. The remaining \$72k from the Mayor's Race funds will be used for marketing and outreach of the new Connect IE platform and the electronic referral network. Once the \$72k is expended, additional resources will be necessary. As service providers for Connect IE, IEHP is assisting their stakeholders with the</p>	
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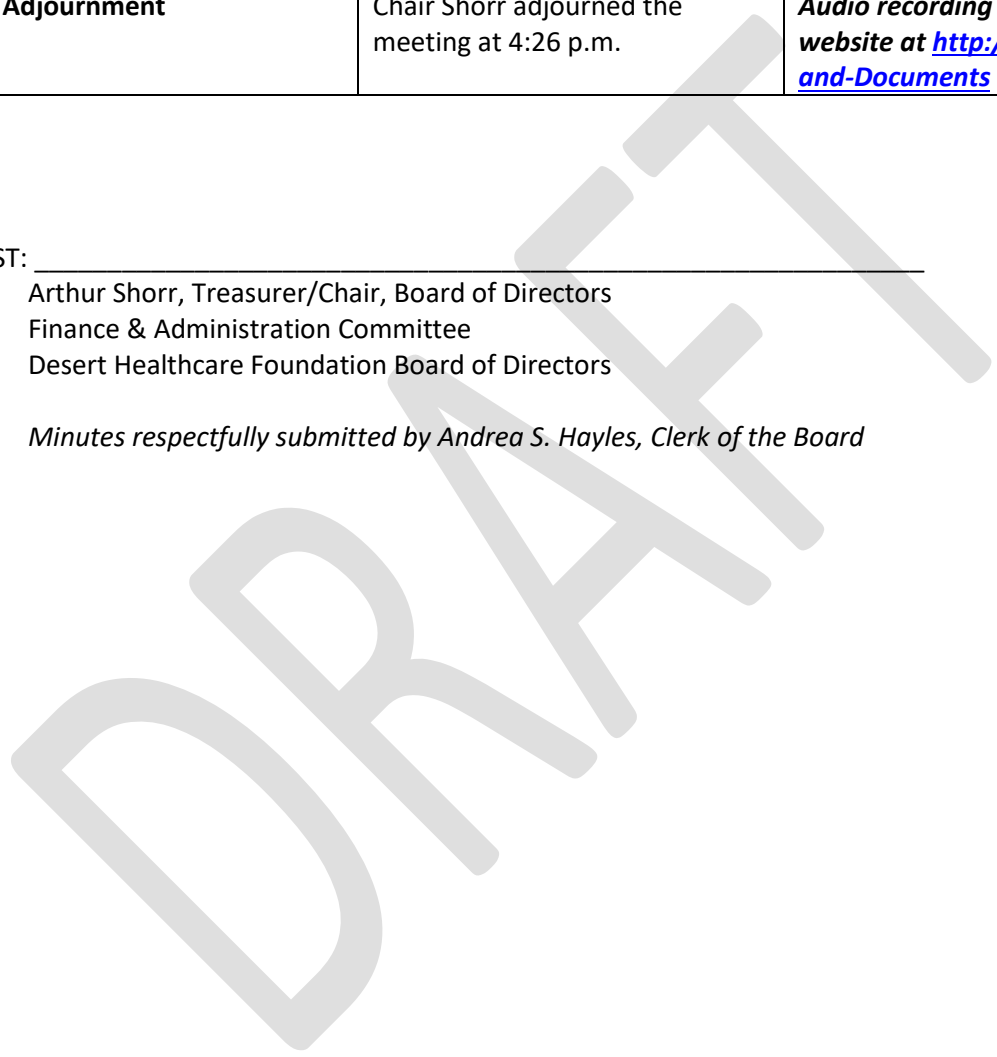


DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
February 08, 2022

	district as a sub-contractor for the Coachella Valley, and the contract for \$80k to promote and continue the work of Connect IE to acquire additional service providers.	
VII. Other Matters	There were no Other Matters	
VIII. Adjournment	Chair Shorr adjourned the meeting at 4:26 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

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

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





**DESERT HEALTHCARE FOUNDATION
PROGRAM COMMITTEE MEETING
MEETING MINUTES
February 08, 2022**

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

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	The meeting was called to order at 5:15 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. January 11, 2022	Chair PerezGil asked for a motion to approve the January 11, 2022, minutes.	Moved and seconded by President Borja and Director Zavala to approve the January 11, 2022, meeting minutes. Motion passed unanimously.
IV. Public Comment	There was no public comment.	
VI. Old Business 1. Grant Payment Schedules 2. Grant #1034 City of Palm Springs: Consideration to forward to the Board a recommendation to approve a request for a second no-cost grant extension through June 30, 2022	Chair PerezGil inquired with the committee about questions concerning the grant payment schedules. Donna Craig, Chief Program Officer, provided a brief overview of the city of Palm Springs' second no-cost grant extension request through June 30, 2022, to support the Homeless Mental Health Housing Crisis Teams and Wrap Around Services.	Moved and seconded by President Borja and Director Zavala to approve and forward to the Board Grant #1034 City of Palm Springs request for a second no-cost grant extension through June 30, 2022. Motion passed unanimously.

**DESERT HEALTHCARE FOUNDATION
PROGRAM COMMITTEE MEETING
MEETING MINUTES
February 08, 2022**

<p>3. Coachella Valley Equity Collaborative Vaccination Education and Outreach</p>	<p>Alejandro Espinoza, Chief of Community Engagement, described the first vaccination clinic with the Coachella Valley Unified School District (CVSUD), the parents’ signatures on consent forms for students to obtain vaccinations without their approval, and providing approximately forty (40) student vaccinations. The event opened to the public after school hours, and additional vaccination efforts will continue with ten (10) other school districts. Dr. Ann Cheney, University of California Riverside (UCR), Facility Supervisor, Coachella Valley Free Clinic, is working in partnership with the Equity Collaborative to provide free testing in Mecca, as well as testing collaborations in Thermal on the reservation of the Torres Martinez Desert Cahuilla Indians.</p>	
<p>4. Advancing the District’s Role in Addressing the Healthcare Needs of Black Communities in the Coachella Valley – Update</p> <ul style="list-style-type: none"> a. One Future Coachella Valley Scholarship Fund b. Access to Healthcare – Borrego Health Foundation 	<p>Donna Craig, Chief Program Officer, highlighted the communication outreach and the Desert Highland Gateway Estates community residents’ COVID testing. Conrado Bárzaga, MD, CEO, explained that the numbers have increased with more clients in the community, including 30% of uninsured individuals, and Borrego Health exploring opportunities for insurance enrollment. President Borja pointed out that Blacks are lagging in services even though the access is for that particular population while applauding</p>	

**DESERT HEALTHCARE FOUNDATION
PROGRAM COMMITTEE MEETING
MEETING MINUTES
February 08, 2022**

<p>5. Behavioral Health Initiative</p> <p>a. Steering Committee Meeting</p> <p>b. Joint School Districts Superintendents Meeting on Mental Health</p>	<p>Borrego Health for reaching out to the youth population. Dr. Bárzaga further described the demographic shift in Desert Highland Gateway Estates to Latino families and the clinic services visited by communities to the north of the area that also receives services.</p> <p>Jana Trew, Senior Program Officer, Behavioral Health, provided an overview of the most recent Behavioral Health Steering Committee meeting describing the areas of focus on the working group and obtaining guidance on the continuation of the meetings, as well as the challenges in the Coachella Valley mental health workforce.</p> <p>Ms. Trew also provided an update on the joint school district's mental health meeting with the Coachella Valley superintendents, including representation from the Riverside County Superintendent of Schools to discuss the needs and experiences in a structured environment for broader access to services.</p>	
<p>VI. Committee Member Comments</p>	<p>There were no committee comments.</p>	
<p>VII. Adjournment</p>	<p>Chair PerezGil adjourned the meeting at 5:49 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 FOUNDATION							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
January 31, 2022							
TWELVE MONTHS ENDING JUNE 30, 2022							
A/C 2190 and A/C 2186-Long term			6/30/2021	New Grants	Total Paid	1/31/2022	
Grant ID Nos.	Name		Open	Current Yr	July-June	Open	
			BALANCE	2021-2022		BALANCE	
Health Portal	Remaining Collective Funds-Mayor's Race & DHCF		\$ 72,176		\$ -	\$ 72,176	HP-cvHIP
BOD - 04/24/18	Behavioral Health Initiative Collective Fund		\$ 1,752,356		\$ 90,935	\$ 1,661,421	Behavioral Health
BOD - 06/26/18 BOD	Avery Trust Funds-Committed to Pulmonary services		\$ 795,017		\$ 37,500	\$ 757,517	Avery Trust
BOD - 6/25/19 BOD (#1006)	DHCD - Homelessness Initiative Collective Fund		\$ 595,714		\$ 501,657	\$ 94,057	Homelessness
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			\$ 575,000	\$ 30,000	\$ 545,000	
F&A - 06/11/19, 6/09/20, 06/22/21 Res. NO. 21-02	Prior Year Commitments & Carry-Over Funds		\$ 1,044,156		\$ 30,000	\$ 1,014,156	
TOTAL GRANTS			\$ 4,414,419	\$ 575,000	\$ 735,092	\$ 4,254,327	
Summary: As of 01/31/2022			Uncommitted & Available		A/C 2190	\$ 2,654,327	
Health Portal (CVHIP):	\$ 72,176	\$ 72,176			A/C 2186	\$ 1,600,000	<<\$870,000 BH
Behavioral Health Initiative Collective Fund	\$ 1,661,421	\$ 1,597,311			Total	\$ 4,254,327	\$730,000 Carry 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 2021-22:			FY22 Grant Budget		Social Services Fund #5054		
Amount budgeted 2021-2022		\$ 530,000	\$ 500,000		Budget	\$ 60,000	
Amount granted year to date		\$ (575,000)	\$ 30,000		DRMC Auxiliary	\$ 6,000	Spent YTD
Mini Grants:					Balance Available	\$ 54,000	
Net adj - Grants not used:							
Contributions / Additional Funding	DHCD Grant #1134 \$400,000, IEHP \$100,000 & Lift To Rise \$75,000	\$ 575,000					
Prior Year Commitments & Carry-Over Funds	FY18-19 Funds \$14,156; FY19-20 Funds \$300,000; FY20-21 Funds \$730,000	\$ 1,014,156					
Balance available for Grants/Programs		\$ 1,544,156					

DESERT HEALTHCARE FOUNDATION						
OUTSTANDING PASS-THROUGH GRANTS AND GRANT PAYMENT SCHEDULE						
January 31, 2022						
FISCAL YEAR ENDING JUNE 30, 2022						
A/C 2183			6/30/2021	New Grants		1/31/2022
			Open	Current Yr	Total Paid	Open
Grant ID Nos.	Name		BALANCE	2021-2022	July-June	BALANCE
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 Collaborative		\$ 125,000		\$ 80,000	\$ 45,000
BOD - 03/23/21 (#1269)	Alianza Coachella Valley - ECV COVID-19 STRATEGIC COMMUNICATIONS 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
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 Collaborative		\$ 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 PLAN		\$ 6,250		\$ 6,250	\$ -
BOD - 12/15/20 (#1181)	Vision Y Compromiso - Promotoras and the Coachella Valley COVID-19 Collaborative		\$ 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
	CARES/ELC Administrative Costs		\$ 200,000		\$ 191,179	\$ 8,821
Total CARES/ELC			\$ 1,110,000		\$ 586,179	\$ 523,821
Public Health Institute	Passthrough to Community Based Organizations		\$ 192,500	\$ -	\$ 192,500	\$ -
	Public Health Institute Administrative Costs		\$ 37,946		\$ 37,946	\$ (0)
TOTAL Public Health Institute			\$ 3,552,946	\$ -	\$ 230,446	\$ (0)
					Account 2183	\$ 523,821
Amts available/remaining for Grant/Programs - FY 2021-22:						\$ (0)
Amount granted year to date		\$ -				Grant Funds
Mini Grants:						CARES/ELC
Net adj - Grants not used:					Total Grant	\$ 725,000
Foundation Administration Costs		\$ (237,946)			Received to Date	\$ 2,100,000
Contributions / Additional Funding	ELC3 \$200,000 & PHI \$37,946 Carryover from FY21	\$ 237,946			Balance Remaining	\$ 300,000
Balance available for Grants/Programs		\$ -				\$ -



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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)	
<p>FIRST GENERATION TO ATTEND COLLEGE</p>	<p>GENDER</p>
<p>COLLEGE TYPE</p> <p>COMMUNITY COLLEGE: 1 CSU: 2 UC: 2 PRIVATE: 5 OUT OF STATE: 2</p>	<p>YEAR IN COLLEGE</p> <p>FRESHMAN: 3 SOPHMORE: 2 JUNIOR: 3 SENIOR: 4</p>
<p>REGIONAL APPLICANTS</p> <p>WEST VALLEY: 7 MID VALLEY: 2 EAST VALLEY: 3 OUT OF VALLEY:</p>	<p>MAJORS</p> <p>NURSING: 6 BIOLOGY/PRE-MED: 1 KINESIOLOGY/HEALTH: 4 CHEMISTRY/SCIENCE: 0 OTHER: 1</p>

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



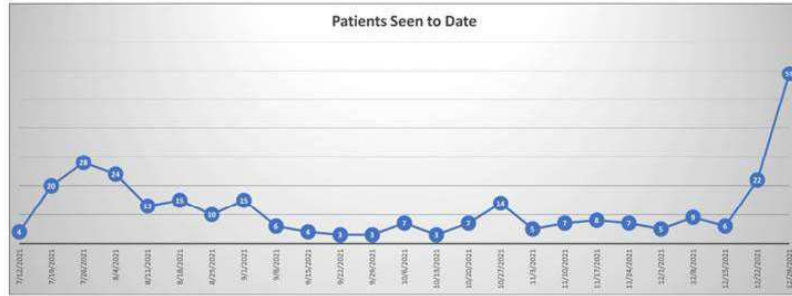
CLASS OF 2021: **3**

CLASS OF 2020: **1**

OTHER: **8**

Updates

RFP - Desert Highland Gateway Estates (July 1, 2021 - June 30, 2022)																																										
	12-Jul	19-Jul	26-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-Oct	13-Oct	20-Oct	27-Oct	3-Nov	10-Nov	17-Nov	24-Nov	1-Dec	8-Dec	15-Dec	22-Dec	29-Dec	Total	Combined Total	To Meet Goal (\$80)														
Total Peds	3	17	23	24	10	14	9	14	4	1	1	0	4	1	3	14	5	0	4	0	0	1	2	4	12	170	309	-271														
Total Adult	1	3	5	0	3	1	1	1	2	3	2	3	3	2	4	5	0	7	4	7	5	8	4	18	47	139																
Uninsured	0	3	5	5	6	5	4	1	2	1	1	1	0	0	1	12	2	5	4	2	1	4	1	7	18	92																
July Total Served	58							62							31							36							32							101						
July Uninsured	5							20							6							13							14							31						
AUG Total Served	62							31							36							32							101													
AUG Uninsured	20							6							13							14							31													



July – December – Pts seen vs Pt Visits

Total Patients Seen = 286		Total # of Visits = 309	
Jul	51	Jul	52
Aug	59	Aug	59
Sep	28	Sep	32
Oct	33	Oct	38
Nov	24	Nov	27
Dec	91	Dec	101
Grand Total	286	Grand Total	309

Nurse	126	Uninsured	92
Provider	183	Enrolled Insured	39
		Declined Assistance	21
		Other Programs	6



*Please note that in many of these cases the insurance coverage was granted to other household members.



July – December Type of Service

COVID Test	85
COVID Vaccine	54
Flu Vaccine	2
Follow up Visit	1
Immz	39
Labs	1
Physical Exam	3
Sick Visit	8
Sport Physical	3
Well Child Exam	113
Total	309

Jul	
Immz	17
Adult Physical Exam	1
Well Child Exam	34

Aug	
COVID Test	1
COVID Vaccine	1
Immz	15
Adult Physical Exam	1
Sick Visit	1
Well Child Exam	40

Sep	
COVID Test	3
COVID Vaccine	6
Immz	4
Sick Visit	2
Well Child Exam	17

Oct	
COVID Test	8
COVID Vaccine	10
Flu Vaccine	2
Immz	2
Sick Visit	1
Sport Physical	3
Well Child Exam	12

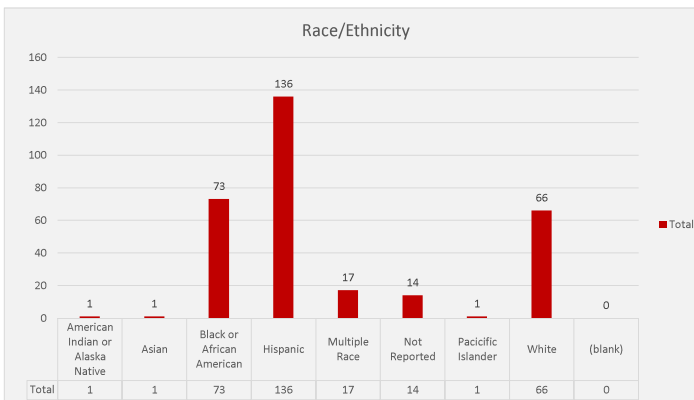
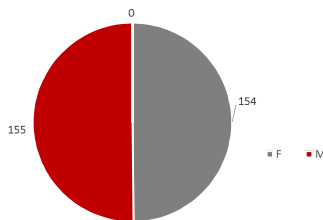
Nov	
COVID Test	2
COVID Vaccine	16
Follow up Visit	1
Immz	1
Sick Visit	2
Well Child Exam	5

Dec	
COVID Test	71
COVID Vaccine	21
Labs	1
Adult Physical Exam	1
Sick Visit	2
Well Child Exam	5



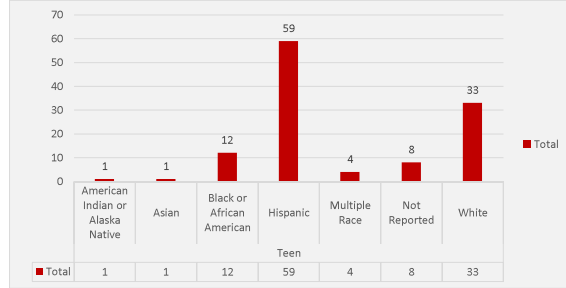
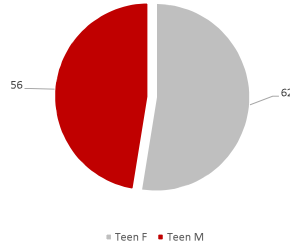
Data July - December

By Age		
Pediatric	1-11yrs	59
Teens	12yrs- 17yrs	118
Adults A	18yrs-25yrs	21
Adults B	25yrs -55yrs	80
Adults C	55yrs - 89yrs	31



July – December – Teen Health

COVID Test	8
COVID Vaccine	9
Follow up Visit	1
Immz	36
Sport Physical	2
Well Child Exam	62
Total	118



Insurance Status	
Insured	90
Non Insured	28



Desert Highland Gateway Community | Agenda (Health Care Access Project) 01/28/2022

- 1 | Check in
- 2 | Welcome any new attendees
- 3 | Updates
 - > Mobile Clinic
 - 6 month Update
- 4 | Next Steps
 - Community Satisfaction Survey
 - Increase community engagement to increase utilization of services
 - Develop and implement a Teen program according to community needs
- 5 | Next Meeting: *Friday February 11th, 2021*



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: February 22, 2022
To: BOARD OF DIRECTORS
Subject: Behavioral Health Initiative Informational Update

Staff Recommendation: Information only

History/Background:

- Our behavioral health initiative convened its Steering Committee on February 7, 2022. This meeting is chaired by our CEO, Dr. Conrado Bárzaga and Dr. Matthew Chang, Director of RUHS-BH. The steering committee membership received an update on the areas of focus under development in the working groups. Ongoing focus continues in the areas of increasing access to services/service expansion possibilities and the development of potential workforce expansion platforms to better support the needs of the Coachella Valley. Responses to the survey that was forwarded to 60 community behavioral health providers reported approximately 60 behavioral health FTE vacancies in their agencies. Follow up inquiries are being directed at verifying the specific behavioral health roles that are vacant and whether or not these are vacancies designed to serve the Coachella Valley solely. The steering committee membership emphasized the importance of workforce expansion as a pathway to support service access expansion and looks forward to seeing further development in these key areas of the behavioral health initiative work in the form of a working document/plan to coordinate current options along with future structures designed to enhance workforce retention.
- On February 3, 2022, the Desert Healthcare District convened a Joint School Districts-Mental Health Meeting led by our CEO, Dr. Conrado Bárzaga. This meeting was the result of recent school shootings and the expressed need to promote safety in our school environments from a proactive perspective. Each school district (Coachella Valley, Desert Sands, Palm Springs, and the Riverside County Office of Education) superintendent provided an update on the status of their mental/behavioral health support systems in place and what was still needed to fully address the needs of their students and staff. This convening provided the Desert Healthcare District with the opportunity to offer assistance in coordinating the necessary collaboration between districts to take an inventory of their specific needs and possible solutions. It was clear from the information that was shared that workforce expansion is a high need that impacts each districts' ability to fully meet their goals related to student support services implementation.

Fiscal Impact:

- N/A