



**DESERT HEALTHCARE DISTRICT  
SPECIAL MEETING OF THE BOARD OF DIRECTORS  
Board of Directors  
January 22, 2024  
5:30 P.M.**

University of California Riverside  
75080 Frank Sinatra Drive  
Building B – Room B 114-117  
Palm Desert, CA 9221

***This meeting is handicapped-accessible***

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

<https://us02web.zoom.us/j/82650094570?pwd=eXA5UjdPT002WE9TZ011bE1FNkt1dz09>

**Webinar ID: 826 5009 4570**

**Passcode: 517598**

Members of the public can also participate by telephone, using the following dial in information:

**(669) 900-6833 or Toll Free (833) 548-0282**

**Webinar ID: 826 5009 4570**

**Passcode: 517598**

You may also email [ahayles@dhcd.org](mailto:ahayles@dhcd.org) with your public comment no later than 4 p.m., Monday, 01/22

**Director Les Zendle, MD, will attend via Teleconferencing pursuant to Government Code 54953(b) at Sebourn Pursuit, Room 815, Antarctica**

<i>Pages</i>	<b>AGENDA</b>	<i>Item Type</i>
	<i>Any item on the agenda may result in Board Action</i>	
	<b>A. CALL TO ORDER – President PerezGil</b> Roll Call Director Rogers, RN____Director De Lara____ Director Zendle, MD____Director Shorr____ Secretary Barraza____ Vice-President Zavala, PsyD____President PerezGil	
	<b>B. PLEDGE OF ALLEGIANCE</b>	
1-2	<b>C. APPROVAL OF AGENDA</b>	<b>Action</b>
	<b>D. PUBLIC COMMENT</b> At this time, comments from the audience may be made on items not listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. <b>The Board has a policy of limiting speakers to no more than three minutes.</b> The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come u for discussion and/or action.	



**E. REVISED TENET PROPOSAL FOR A 30-YEAR LEASE EXTENSION WITH THE OPTION TO PURCHASE**

- |      |   |                                   |
|------|---|-----------------------------------|
| 3-13 | <ol style="list-style-type: none"><li>1. Background and presentation of Tenet response to Board concerns raised on December 6, 2023, Special Board meeting - Steve Hollis, District Consultant</li><li>2. Ad hoc Committee report and recommendations</li><li>3. Consideration of contract with Probolsky Research to conduct public opinion study – Chris Christensen, Interim CEO</li></ol> | <b>Discussion/Possible Action</b> |
| 14   | <ol style="list-style-type: none"><li>4. Update on the process of retaining a consultant to advise the Board on the process and costs of assuming operational responsibility of the hospital in the event the Tenet Lease is not extended – Chris Christensen, Interim CEO</li></ol>  |                                   |

**F. ADJOURNMENT**

The undersigned certifies that a copy of this agenda was posted in the Front entrance to the Desert Healthcare District offices located at 1140 North Indian Canyon Drive, Palm Springs, California, and the front entrance of the Desert Healthcare District office located at the Regional Access Project Foundation, 41550 Eclectic Street, Suite G 100, Palm Desert California at least 24 hours prior to the meeting.

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

*Andrea S. Hayles*

\_\_\_\_\_  
Andrea S. Hayles, Board Relations Officer



Date: January 22, 2023

To: Board of Directors Meeting

Subject: Consulting Services Agreement - Probolsky Research – for a public opinion study – NTE \$44,900

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**Recommendation:**

Consideration to approve a consulting services agreement with Probolsky Research to complete a public opinion study – NTE \$44,900

**Background:**

- The District Board is engaged in discussions of a 30-year lease renewal for Desert Regional Medical Center (DRMC).
- The proposal, submitted by Tenet, asks the District to consider a purchase option at the end of the lease in 2057.
- Ultimately, any decision of the Board related to a lease renewal or possible sale of DRMC requires a vote of the residents of the District.
- To better inform the decisions of the Board in meeting its mission to achieve optimal health at all stages of life for all District residents, the Hospital Lease Ad Hoc Committee recommends to the Board for staff to commission a public opinion study.
- The District has worked with Probolsky Research previously with the district expansion project in 2018.
- Probolsky Research does significant work in the Coachella Valley and is well informed of the issues surrounding the lease proposal and the impacts on the District and its mission.
- The study will be completed in approximately six weeks.
- The ad hoc committee recommends approval of the consulting services agreement for Probolsky Research.

**Fiscal Impact:**

Not to Exceed \$44,900

## **CONSULTING SERVICES AGREEMENT**

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

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

1. District would like to retain the professional services of Consultant to conduct a polling of likely voters in the District regarding the Tenet lease proposal for Desert Regional Medical Center to guide the District Board in its decision making process.
2. Consultant has worked with the Desert Healthcare District and multiple organizations in the Coachella Valley, is qualified and possesses the knowledge, skill, and expertise, necessary to provide the professional services (“Services”) as more specifically outlined in the attached Exhibit “A” (“Consultant Proposal”).

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

#### **1. CONSULTANT’S SERVICES.**

1.1 Services. Consultant shall provide all labor, materials, equipment, and incidentals necessary to fully and adequately provide the District and the Desert Healthcare District (“District”) with the professional services described in the Consultant Proposal. All Services shall be performed by Consultant to the reasonable satisfaction of the District.

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

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

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

## **2. FEES AND PAYMENTS.**

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant a Not To Exceed amount of \$44,900.

2.2 Optional Tracking Survey. Should District opt to engage the services for the Optional Tracking Survey, District shall compensate Consultant a Not To Exceed amount of \$9,600.

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

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

## **3. TERM; TERMINATION.**

3.1 Term. The term of this Agreement shall run from the date this Agreement is fully executed until June 30, 2024, subject to Section 1.3 above or the District's right to terminate sooner for convenience.

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

## **4. INDEPENDENT CONTRACTOR.**

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

## **5. OWNERSHIP OF DOCUMENTS.**

All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, documents, data,

ledgers, journals and reports prepared by Consultant as a part of Consultant's Services shall belong to and be subject to the sole ownership and use of the District. The provisions of this Paragraph 5 shall survive any termination of this Agreement.

**6. INDEMNIFICATION.**

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

**7. NOTICE.**

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

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

To: Consultant  
Probolsky Research  
Attention: Adam Probolsky  
23 Corporate Plaza Suite 150  
Newport Beach, CA 92660

**8. MISCELLANEOUS PROVISIONS.**

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

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

8.3 Entire Agreement. This Agreement, together with all Schedules attached, contains all representations and the entire understanding between the parties with respect

to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its schedules.

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

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

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

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

“District”:

“Consultant”:

Desert Healthcare District

Probolsky Research

By: \_\_\_\_\_  
Chris Christensen, Interim CEO

By: \_\_\_\_\_  
Adam Probolsky, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

To: Chris Christensen  
Desert Healthcare District

From: Adam Probolsky  
Probolsky Research

Date: January 17, 2024

Subject: Districtwide Voter Survey

**Authorized Representative:**  
Adam Probolsky, President  
Probolsky Research  
23 Corporate Plaza Suite 150  
Newport Beach, CA 92660  
[adamp@probolskyresearch.com](mailto:adamp@probolskyresearch.com)  
Telephone: 949-855-6400

Thank you for the opportunity to offer our research services once again to Desert Healthcare District. We look forward to helping the District conduct a statistically valid Districtwide voter survey.

Given that the voters will be presented with at least one option on a future ballot, it is essential to have insight into their knowledge, attitudes, and perceptions in relation to the real property options and possible tax implications of board action. These insights can be used to inform policy decisions and to guide outreach messaging and voter education.

Conducting research like this is part of the typical path for health care agencies throughout California.

Probolsky Research understands community needs and municipal services: We have acted as a pollster and strategic advisor on thousands of local, city, and statewide government agency projects, we have unmatched experience researching voter willingness to fund both projects, services, and testing support levels for voter preferences on policy initiatives and new revenues particularly as it relates to potential ballot measures. We have conducted polling and provided strategic guidance on public outreach for Coachella, Indian Wells, Desert Water Agency, Coachella Valley Water District, Kaweah Health Care District, El Cajon, Grover Beach, Rancho Cucamonga, and Twentynine Palms.

Established in 1992 and organized as a Limited Liability Corporation, Probolsky Research LLC specializes in market and opinion research. **We are a woman and Latina-owned firm;** we are multi-lingual. To ensure inclusivity and representation of all voices, and to limit communication barriers, we will conduct our research in **English, Spanish,** and other languages as requested. Here is the Probolsky Research team that will be assigned to this project.



Desiree Probolsky  
CEO



Adam Probolsky  
President



Alton Smith  
Equity Officer



Shalom Veffler  
Production Director/  
Technologist



Joshua Emeneger  
Senior Research  
Analyst



Michael McLaughlin  
Research Director



Alyce Basil  
Senior Research  
Analyst



Samantha Calloway  
Clinical Social Worker

## Cyber Security & Confidentiality

**We take data integrity and confidentiality seriously.** All client materials are hosted in a secure digital cloud environment. We use 256-bit Advanced Encryption Security to keep your data secure. This is the same level of encryption used by the U.S. Government. *Our data is stored on U.S. based computers and cloud services. Research is only released per staff's direction.*

We use Box for content management. This cloud-based, encrypted system allows us to gather data and manage projects seamlessly and securely.



**PROBOLSKY RESEARCH**  
23 Corporate Plaza Suite 150  
Newport Beach CA 92660

**Newport Beach** (949) 855-6400  
**San Francisco** (415) 870-8150  
**Washington DC** (202) 559-0270



# RESEARCH PROPOSAL MEMO

We have multiple team members who hold certifications in the protection of human subjects in research from the Collaborative Institutional Training Initiative (CITI). CITI is the leading provider of research ethics and compliance education, utilized by academic, medical, and social science researchers across the United States and globally.

## Diversity, Equity, and Inclusion Statement

At our core, we are an organization that celebrates equity and have always attracted a broad spectrum of employees that reflect America. Our diverse team includes African Americans, Asian-Americans, Latino-Americans, and Native Americans. We are Latina and woman owned. We also have team members who identify as LGBTQ, multiple faiths, diverse immigration status, and who speak multiple languages.

We believe this diversity affords our organization the best context for conducting research among diverse populations. Being inclusive of the ways people differ is the best way to ensure that all peoples are represented in our research. This means speaking to people in their preferred languages and in the mode that is most comfortable for them.

Our best tools for ensuring inclusion of all peoples are our multi-lingual, multi-mode methodological approach. This means that we always include Spanish as an option for our surveys and consider including other languages in consultation with each client. This also means that we speak to respondents on their terms, for example, on the telephone or online. Further, we segment these conversations to best suit the lifestyle of respondents, allowing them to speak to us on their landlines or mobile phones, or respond online from an email or text message invitation or through mail. Additionally, our online survey software is Section 508 compliant (U.S. Rehabilitation Act), which means that people with disabilities including visual and other physical impairments can participate. Other research modes are available as necessary and include mail, door-to-door canvassing, and location-based.

Accessibility and inclusion in research are extremely vital and our methodological approach reflects this. We take our research a step further, by ensuring that the specific questions we ask use inclusive language, reflect an accurate lived experience of your constituency, and ensures that respondents feel like their voice will not only be heard, but truly matters. It is our collective goal to not only yield quality data for the District to use, but to also instill a sense of empowerment and a feeling of being acknowledged and recognized for their opinions and experiences in your survey respondents. We want your respondents to feel as though they are taking an active role in improving their community by participating in this survey and that their words will be taken seriously.



Meet our Equity Officer, Alton Smith. Alton is a disabled Marine Corps. Veteran who began his career in communications and later in health care. He received a certification in Diversity, Equity, and Inclusion from the University of South Florida. Alton previously served as a Calvary Baptist Church board member where he oversaw a group men's home and as a board member of the Community of Faith, a 501c3 non-profit that fed the homeless and helped place them in housing. At Probolsky Research, he is involved in ensuring our research process is inclusive and culturally relevant.

**Research Approach: Equity**

## Accessibility Standards

Our online survey platform follows the most current and best practices to ensuring accessibility for people with a diverse range of sight, hearing, movement, and cognitive abilities, including impaired users. Our online survey platform is 508 compliant (U.S. Rehabilitation Act), offering features to adhere to Section 508 including screen-reader and navigation capabilities, responsive survey layout design, accessible survey themes for the visually impaired, and accessibility testing.



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## Survey Methodology

### Statistically Valid Multi-mode, Multi-lingual Survey Approach

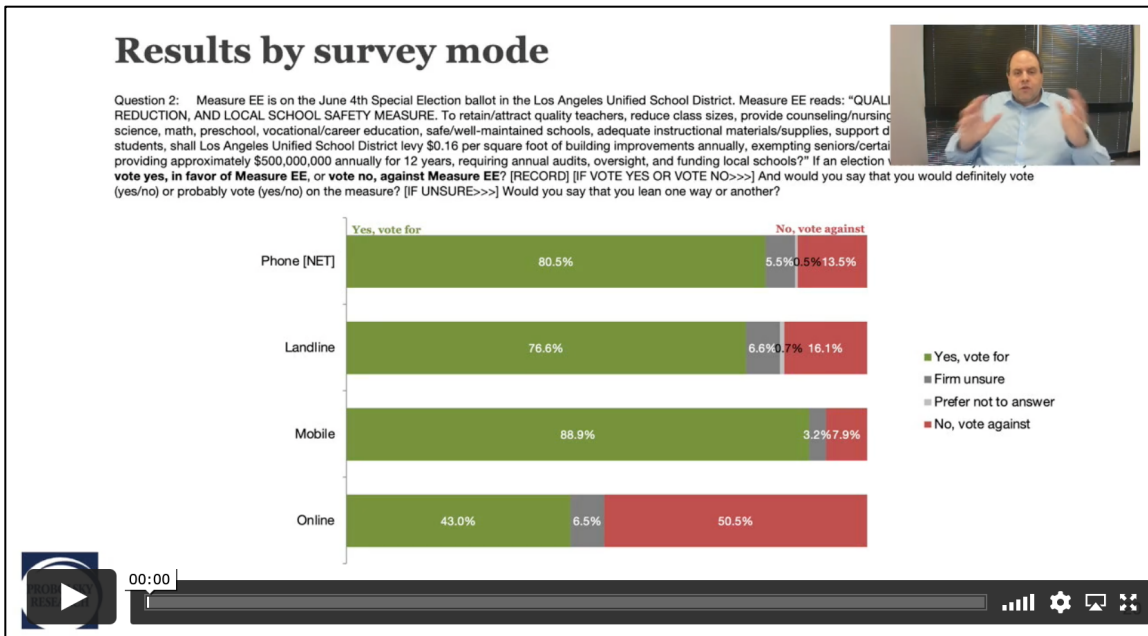
We use a multi-mode methodology, meaning that we will conduct the survey by telephone using our live U.S.-based professional interviewers and online via our secure digital platform.

This multi-mode approach maximizes the accuracy and reach of the research, increases participation rates, and minimizes response bias.

Conducting research in the language most comfortable to respondents is critical in obtaining accurate results in a statistically valid survey and is one of the best ways to alleviate language barriers. Participants can choose their preferred language at the onset of their survey experience.

For the online mode, we email or send a text message invitation and provide a secure link for the individual to access the survey online. Our online survey platform is easy to use and allows participants to complete the survey from any device: computer, tablet, or mobile phone.

After launching the online portion of the survey, we contact participants who have not already completed the survey online, on their landline and mobile phones. We place no limit on the number of completed responses via mobile phone – we match the population that uses mobile phones exclusively or prefers to respond on mobile phones in general. Below is an explanation of our reporting by survey mode.



*WATCH: The video [linked above](#) shows Adam Probolsky explaining how nuances of demographics and data collection techniques can make or break.*

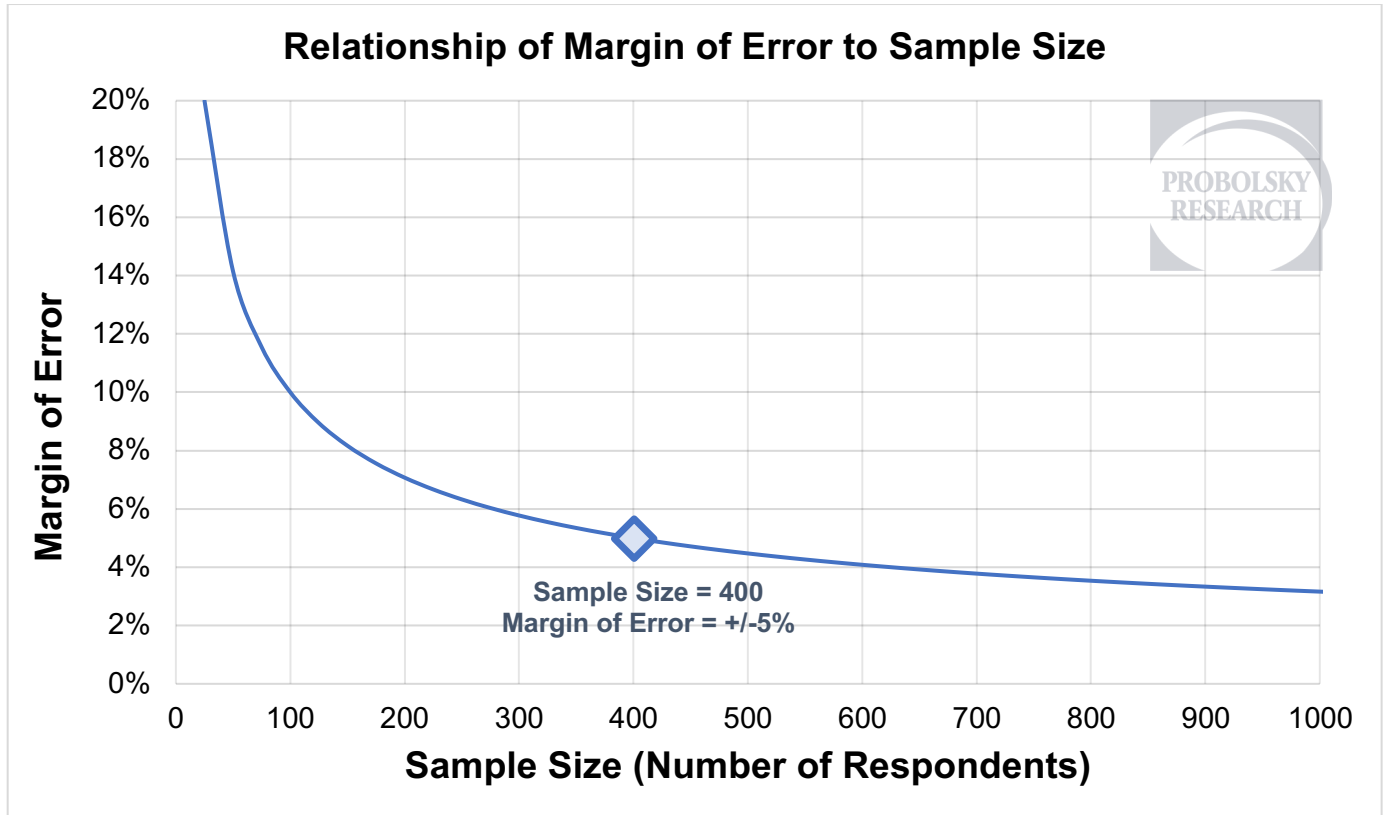


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## Sample Size

A sample size of at least 400 voters is robust and will be more than adequate to fulfill the District's goals. A sample of 400 completed interviews among voters will yield a +/-5% margin of error at a 95% level of confidence. The statistically representative, random sample will allow for statistically reliable comparisons among all subgroups of the District's population (e.g., by demographic and geographic variables).



## Sample Stratification

The statistically valid sample file of Desert Healthcare District voters will be secured by Probolsky Research, at our expense, from the County of Riverside Registrar of Voters that includes addresses, emails, and phone numbers – (landlines and mobile phones) and is inclusive of all voters, both demographically and geographically.

**Unique to Probolsky Research: We match the demographics of Desert Healthcare District voters.** This means we capture real responses of the right number of each gender, age group, ethnicity, party, District Zone, etc.

## Data Analysis

We complete comprehensive statistical analyses of the research results, utilizing software programs, including IBM SPSS and R to conduct deep statistical testing, such as multiple regression analysis. Both qualitative and quantitative data will be analyzed in a scientifically valid manner. This helps us discover and present statistically significant results – beyond the broad opinions – and understand the specific factors that contribute to attitudes and beliefs of voters. Such analyses are crucial in identifying gaps in public perception and awareness. Once we have run all analyses on results, cross tabulations are developed, graphics are generated, and other elements of the report are prepared.



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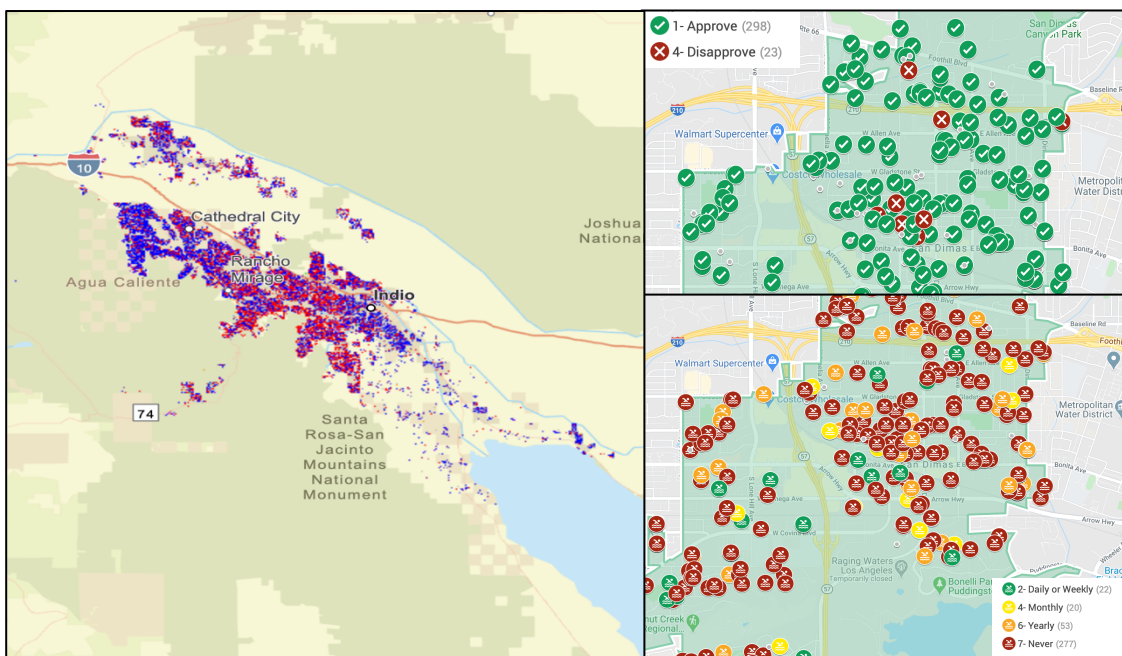
## Reporting

Our reporting is comprehensive and immediately usable by decision makers. Our reporting includes:

1. Draft survey summary findings in PowerPoint presentation format – focused on actionable and usable data results, graphics, benchmarking data and crosstabulations
2. Report on results, including survey background and results, methodological description, questionnaire results, survey top lines (displaying the aggregate percentages of responses to each question), cross-tabulations based on key demographic information, open-ended question responses with demographic overlay, analysis, conclusions, and recommendations
3. Results sent via PDF and hard copy (if requested)
4. Presentations to the key staff and other audiences as directed
5. In-person meetings, presentations, conference calls, and ongoing consulting

## Geospatial Mapping

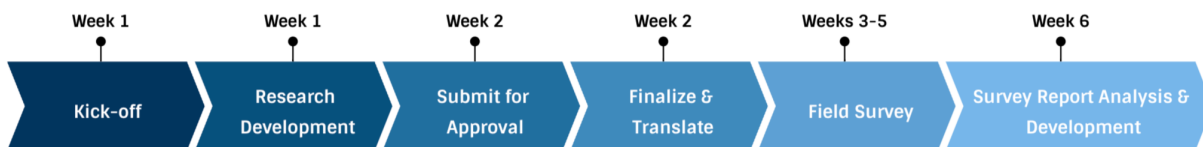
Geospatial mapping of results is included. We will map survey respondents and their responses to different questions geographically. Our method ensures that individual respondents cannot be identified.



EXAMPLE: Desert Healthcare District voters mapped (left). Respondents mapped by geography and response to questions (San Dimas, CA- right).

## Timeline

We can meet any timeline provided by the District. We can start our work for the District immediately. Below is an example timeline that can be easily modified.



### Process

- Kick-off meeting
- Collect & analyze background information
- Write survey questionnaire
- Send draft for review & edits
- Submit for approval
- Make requested edits
- Finalize survey
- Translate
- Field survey
- Deliver reporting
- Present results as requested
- Ongoing consulting



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## Pricing

Our pricing is all inclusive. **We do not charge for travel or other expenses.** We welcome the chance to develop the ideal methodology and budget in discussion with staff. We are flexible.

### Multi-mode Survey Pricing

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
Approximately 45 questions	Desert Healthcare District likely voters	400	+/-5%	\$44,900
Languages: English, Spanish, and other languages as requested				
Level of confidence: 95%				
Modes: Telephone (landline and mobile phones) and Online (via email and text-to-web)				

### Tracking Survey (optional)

Tracking surveys augment the initial research, helping the District maintain a firm grasp on how voters are receiving public outreach messages and allows for adjustments to targeting as the election approaches. They are an important element of the overall research and outreach strategy.

### Multi-mode TRACKING Survey Pricing (optional)

Number of Questions/Time	Universe	Number of Respondents	Margin of Error	Cost
***TRACKING SURVEY*** Approximately 10 questions	Desert Healthcare District likely voters	300	+/-5.8%	\$9,600
Languages: English, Spanish, and other languages as requested				
Level of confidence: 95%				
Modes: Online (email and text-to-web) and Telephone (landline and mobile phones)				





Date: January 22, 2023

To: Board of Directors Meeting

Subject: Consulting services to advise the Board of Directors on the process and costs of assuming operational responsibility of DRMC in the event the Tenet lease is not extended

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**Recommendation:**

Information Only

**Background:**

- At the December 6, 2024 Board of Director's meeting, staff was directed to engage the services of a consultant to advise the Board on the process and costs of assuming operational responsibility of DRMC in the event the Tenet lease is not extended.
- Staff has been working with the District's legal counsel and hospital lease consultant to identify qualified consultants for this project.
- Meetings are scheduled in the next two weeks to determine the best consultant suited for the project and to recommend a consulting services agreement to the Board for consideration of approval in February.

**Fiscal Impact:**

Presently unknown