

DESERT HEALTHCARE DISTRICT **BOARD MEETING Board of Directors** July 23, 2024

5:30 P.M.

Regional Access Project Foundation Conference Room 103 41550 Eclectic Street Palm Desert, CA 92211

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/88671987917?pwd=T29iRktDZIRDM3ITbmJDWkFiMnVMdz09

Password: 355860

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: 886 7198 7917 **Password: 355860**

You may also email ahayles@dhcd.org with your public comment no later than 4 p.m., Tuesday, 07/23

> Director Carole Rogers will attend via Teleconferencing pursuant to Government Code 54953(b) Director Rogers at 13722 Washougal River Road, Washougal WA 98671

Page(s) **AGENDA** Item Type

Any item on the agenda may result in Board Action

A. CALL TO ORDER - President PerezGil

Roll Call

Director Rogers, RN____Director De Lara_ Director Zendle, MD Director Shorr

Secretary Barraza Vice-President Zavala, PsyD President PerezGil

- **B. PLEDGE OF ALLEGIANCE**
- 1-3 C. APPROVAL OF AGENDA
 - D. PUBLIC COMMENT

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. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.



Directors and will be enacted by one motion. There will be no separate

All Consent Agenda item(s) listed below are considered routine by the Board of

Action

E. CONSENT AGENDA

MD

	Н.	COM	MITTEE MEETINGS	Information
		4.	Legal – Jeffrey G. Scott, Esq., Law Offices of Jeffrey G. Scott	
90-91			f. CEO Engagements and District Media Visibility	
89			e. Palm Springs Youth Violence Project	
			 d. November 5, 2024, General District Election – Candidate Nomination Period July 15, 2024, through August 9, 2024 	
81-88			Selection Committee Run-Off Election Results	
80			c. Local Area Formation Commission (LAFCO) - Special District	
71-79			 b. Letter of engagement with Hanson Bridgett LLP to provide advice and counsel on a proposed covenant not to compete 	
			a. Eric Taylor, CPA, Promotion to Chief Administration Officer	
		3.	Desert Healthcare District CEO Report - Chris Christensen, CEO	
			Meeting – President Evett PerezGil and Director Les Zendle, MD	
			Dark in July – Desert Regional Medical Center Governing Board	
	G.	REPO 1	Desert Regional Medical Center CEO Report – Michele Finney, CEO	
	•	DEDO	DTC	Information
		۷.	Overview, Chloe Vartanian, UC Berkley Graduate, University of South Hampton (UK) MSc Genomics 2026 Candidate	
		2	President and CEO, Lift to Rise Health Career Connections Summer 2024 – 8 Week Internship Project	
		1.	Economic Stability Through Collective Impact, Heather Vaikona,	
	Г.		Lift to Rise – Grant #1391 Progress Report – Driving Regional	
	F.	PRFS	ENTATIONS	Information
09-10			awareness and "addressing" the impact of air and water quality	
69-70		4.	2021 – 2026 STRATEGIC PLAN Goal 6 — High Priority Strategies 6.1 and 6.2 — play a role in raising	
68		٠	b. Las Palmas Medical Plaza – Lease Termination – Suite 1W-201	
37-67		ა.	 a. Las Palmas Medical Plaza – Lease – FCPP – Suite 1W-201 – 5 years 	
		2	10, 2024 LAS PALMAS MEDICAL PLAZA LEASE AGREEMENT	
11-36			a. June 2024 Preliminary Financial Statements – F&A Approved July	
4 10		2	FINANCIALS	
4-10		1.	BOARD MINUTES a. Board of Directors Meeting – June 25, 2024	
) will be considered following approval of the Consent Agenda.	
			sion of items unless a Board member so requests, in which event the	

1. STRATEGIC PLANNING COMMITTEE MEETING - Chair/Director Leticia De Lara, President Evett PerezGil, and Director Les Zendle,



92-94 95-96 97-98	 a. Draft Meeting Minutes – July 09, 2024 b. FY2021-2026 Strategic Plan i. Environmental Health Initiative RFP: Mitigating Air Quality Related Health Conditions – Strategic Plan Goal 6 – High Priority Strategy 6.1 ii. Environmental Health Summit Overview September 20 and 21, 2024 – High Priority Strategy 6.1 and High Priority Strategy 6.2
99-101 102-132 133-134 135	2. PROGRAM COMMITTEE – Chair/President Evett PerezGil, Vice-President Carmina Zavala, PsyD, and Director Leticia De Lara a.Draft Meeting Minutes – July 09, 2024 b.Progress and Final Reports Update c.Grant Applications Status Report d.Grants Payment Schedule
136-138	 FINANCE, LEGAL, ADMINISTRATION & REAL ESTATE COMMITTEE – Chair/Treasurer Arthur Shorr, Vice-President Carmina Zavala, PsyD, and Director Leticia De Lara a. Draft Meeting Minutes – July 10, 2024 HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING – Obside for President Committee Carella Director Committee Committee Committee Committee Carella Director Committee Carella Director Committee Carella Director Committee Carella Director Carella Direct
139-141 142-143 144-145 146-147	 Chair/Vice-President Carmina Zavala, Director Carole Rogers, RN, and Director Les Zendle, MD a. Draft Meeting Minutes – July 15, 2024 b. Quarterly 2024-2025 Inspection Schedule c. Q1 – Block 1 – February 1, 2023, Reinspection Facilities Report Inspected on November 17, 2022, Dale Barnhart, Consultant d. Q1 – Block 2 – May 11, 2023, Inspection Facilities Report – Reinspected on March 22, 2024 e. Q1 – Block 3 – March 22, 2024, Inspection
149 150-151 152-153 154	 f. Q1 – Block 3 – April 16, 2024, Reinspection Facilities Report g. Q2 – Block 4 – April 16, 2024, Inspection h. Q2 – Block 4 – July 09, 2024, Reinspection i. Q3 – Block 5 – July 09, 2024, Inspection j. Leapfrog Hospital Safety Grade, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center

I. **BOARD MEMBER COMMENTS**

J. **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 G100, Palm Desert California at least 72 hours prior to the meeting. If you have a disability or require a translator for accommodation to enable you to participate in this meeting, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer at ahayles@dhcd.org or call (760) Special Assistant to the OEO and Board Rolling. 567-0591 at least 72 hours prior to the meeting.

Andrea S. Hayles



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 25, 2024

Directors Present	District Staff Present	Absent
President Evett PerezGil	Chris Christensen, CPA, Chief	Director Les
Vice-President Carmina Zavala, PsyD	Executive Officer	Zendle, MD
Secretary Kimberly Barraza	Donna Craig, Chief Program Officer	
Treasurer Arthur Shorr – Virtual Participation	Alejandro Espinoza, MPH, Chief of	
Director Leticia De Lara, MPA	Community Engagement	
Director Carole Rogers, RN – Virtual Participation	Will Dean, Director of	
	Communications and Marketing	
	Andrea S. Hayles, MBA, Board	
	Relations Officer	
	<u>Legal Counsel</u>	
	Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order	President PerezGil called the	
	meeting to order at 6:02 p.m.	
	5 1 6 1 1 5 11 5 1 1 1 1	
Roll Call	The Clerk of the Board called	
	the roll with all directors	
	present except Director	
	Zendle, MD.	
B. Pledge of Allegiance	President PerezGil led the	
	pledge of allegiance.	
C. Approval of Agenda	President PerezGil asked for a	#24-41 MOTION WAS MADE by
	motion to approve the	Director De Lara and seconded by
	agenda.	Vice-Preident Zavala to approve
		the agenda.
		Motion passed unanimously.
		AYES – 6 President PerezGil, Vice-
		President Zavala, Secretary
		Barraza, Director Shorr, Director
		De Lara, and Director Rogers
		NOES – 0
		ABSENT – 1 Director Zendle
D. Public Comment	The board relations officer	
	read a letter submitted by	
	Elaine Holmes,	
	Councilmember, City of Indio,	
	and Greg Rodriguez, Deputy	
	Director for Government	
	Affairs and Community	



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

June 25, 2024

			-
		Engagement at Riverside	
		County Department of	
		Housing & Workforce	
		Solutions, provided public	
		comment concerning the	
		lease-purchase agreement.	
E. Cons	sent Agenda		
1.	BOARD MINUTES	President PerezGil asked for a	#24-42 MOTION WAS MADE by
	a. Special Meeting of the	motion to approve the	Vice-President Zavala and
	Board – April 30, 2024	consent agenda.	seconded by Director De Lara to
	(revised)		approve the consent agenda
	b. Board of Directors Meeting	Director Rogers pulled item	removing 5.e.
	– May 28, 2024	5.e. Policy #BOD-18 – Ticket	Motion passed unanimously.
2.	FINANCIALS	Distribution Policy.	AYES – 6 President PerezGil, Vice-
	a. May 2024 Financial		President Zavala, Secretary
	Statements – F&A		Barraza, Director Shorr, Director
	Approved June 12, 2024		De Lara, and Director Rogers
3.	LAS PALMAS MEDICAL PLAZA		NOES – 0
	LEASE		ABSENT – 1 Director Zendle
	a. Las Palmas Medical Plaza –	After a lengthy discussion	
	Lease - DPMG Health -	between Director Rogers, the	#24-43 MOTION WAS MADE by
	Suite 2W 103-104 – 5 years	other board members, and	Director Rogers and seconded by
4.	AGREEMENTS	Jeff Scott, legal counsel,	Director Shorr to remove the
	a. Diligent Community –	Director Rogers motioned to	\$2,500 fiscal year maximum
	Enterprise Governance	remove the \$2,500 limit from	amount and maintain the \$20,000
	Software Platform – NTE	the policy and retain the	limit.
	\$16,300	remaining matters as legally	Motion failed 4-2.
5.	POLICIES	required.	AYES – 2 Director Shorr and
	a. Policy #FIN-02 – Authorized		Director Rogers
	Check Signers, Number of		NOES – 4 President PerezGil, Vice-
	Signers, Dollar Limits for		President Zavala, Secretary
	Signers, Transfer of Funds		Barraza, Director De Lara
	b. Policy #FIN-03 - Statement		ABSENT – 1 Director Zendle
	of Investment Policy		
	c. Resolution No. 24-01 -	Director Shorr motioned to	#24-44 MOTION WAS MADE by
	FY2024-2025 Statement of	table the matter for	Director Shorr and seconded by
	Investment Policy	discussion by the policies	Director Rogers to table the
	d. Policy #FIN-05 - Credit Card	committee.	matter for discussion by the
	Usage		policies committee.
	e. Policy #BOD-18 – Ticket		Motion passed unanimously.
	Distribution Policy		AYES – 6 President PerezGil, Vice-
	 ,		President Zavala, Secretary
L		I .	



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 25, 2024

	June 25, 2024	
f. Policy #BOD-21 – Board Member Compensation Guidelines g. Policy #LPMP-01 – LPMP Policy for Leasing h. Policy #LPMP-02 – LPMP Execution Policy i. Policy #OP-14 – Expense Authorization 6. NO COST GRANT EXTENSION a. Grant # 1332 – Alianza Coachella Valley – Six (6) Month No Cost Grant Extension through January		Barraza, Director Shorr, Director De Lara, and Director Rogers NOES – 0 ABSENT – 1 Director Zendle
_		
31, 2025		
1. Consideration to approve an engagement letter with VMG Health for a Lease Fairness Opinion – NTE \$115,000, in addition to out-of-pocket expenses	Chris Christensen, CEO, described the details of the VMG lease fairness opinion report to accompany the lease purchase agreement. Steve Hollis, consultant, provided an overview of the common practice and the law concerning ensuring fair market value related to the lease purchase agreement, and the 8% discount, which is over and above the cost that VMG will validate.	#24-45 MOTION WAS MADE by Director Shorr and seconded by Director Barraza to approve the engagement letter with VMG Health for a Lease Fairness Opinion – NTE \$115,000, in addition to out-of-pocket expenses. Motion passed unanimously. AYES – 6 President PerezGil, Vice- President Zavala, Secretary Barraza, Director Shorr, Director De Lara, and Director Rogers NOES – 0 ABSENT – 1 Director Zendle
G. Reports		
Desert Regional Medical Center CEO Report – Michele Finney, CEO	Michele Finney, CEO, Desert Care Network, Desert Regional Medical Center, described the events, operations, quality, service/events, capital, and construction projects highlighting the residency student's graduation,	



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

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retaining thirteen students, six students remaining at the hospital with relations to the area, and thirty-six new residents beginning the program. DRMC received the President's Award at the Greater Coachella Valley Chamber of Commerce annual installation and Ms. Finney provided details of the bariatric center's grand opening move to the El Mirador building.

 Desert Regional Medical Center Governing Board Meeting – President Evett PerezGil and Director Les Zendle, MD President PerezGil described the June governing board report highlighting the 34th anniversary of the comprehensive cancer center, and review of the monthly reports.

3. Desert Healthcare District CEO Report – Chris Christensen, CEO Mr. Christensen, CEO, described the board-approved consultant conducting the feasibility study for the Director of Development and the importance of the director's scheduling interviews with the consultant, Stephanie Minor.

Mr. Christensen, CEO, acknowledged Donna Craig, Chief Program Officer, recently celebrating her 20th Anniversary with the District, thanking Ms. Craig for her longstanding community partnerships with the grant program.



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

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a. Consideration to approve the Notice to the Registrar of Voters General District Election – November 5, 2024

Mr. Christensen, CEO, described the directors whose terms expire in 2024 and the notice to the registrar of voters for the November 5 general election, which will accompany the District's boundary map.

#24-46 MOTION WAS MADE by Director De Lara and seconded by **Vice-President Zavala to approve** the Notice to the Registrar of Voters General District Election -November 5, 2024. Motion passed unanimously. AYES - 6 President PerezGil, Vice-President Zavala, Secretary Barraza, Director Shorr, Director De Lara, and Director Rogers NOES - 0 ABSENT – 1 Director Zendle

b. Consideration to carry forward the remaining funds of \$305,939 from the grant budget to FY2024-2025.

Mr. Christensen, CEO, described the \$305,939 carry-over of unawarded grant funds from fiscal year 2023-2024 for use in fiscal year 2024-2025.

#24-47 MOTION WAS MADE by Director De Lara and seconded by **Director Shorr to approve** carrying forward the remaining funds of \$305,939 from the grant budget to FY2024-2025. Motion passed unanimously. AYES – 6 President PerezGil, Vice-President Zavala, Secretary Barraza, Director Shorr, Director De Lara, and Director Rogers NOES - 0 ABSENT – 1 Director Zendle

- c. Association of Community **Healthcare Districts Annual** Meeting - September 25 -27
- d. September Board Meeting -**Reschedule to September** 23

Mr. Christensen, CEO, described the annual meeting of the Association of Community Healthcare Districts from September 25 through September 27 and rescheduling the September 24 board to September 23 to accommodate travel for the board and senior leadership.



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES June 25, 2024

June 25, 2024									
e. CEO Engagements and District Media Visibility	Mr. Christensen, CEO, described his meetings and engagements in May and June, including the District media visibility throughout the month.								
4. Legal – Jeffrey G. Scott, Esq., Law Offices of Jeffrey G. Scott	Jeff Scott, legal counsel, had no formal report, but the lawyers and their representatives are progressing on the hospital lease agreement, with documents available in the near future. The board inquired about the developments on the noncompete clause with Mr. Scott, detailing that legal counsel has not provided any updated information.								
H. Committee Meetings H.1. Board and Staff Communications and Policies Committee Meeting									
a. Draft Meeting Minutes – June 11, 2024	President PerezGil inquired about any questions concerning the June Board and Staff Communications and Policies Committee meeting minutes. There were no questions or comments.								
H.2. Program Committee Meeting a. Draft Meeting Minutes – June 11, 2024 b. Progress and Final Reports Update	President PerezGil inquired concerning any questions about items a. – d. of the Program Committee meeting.								



DESERT HEALTHCARE DISTRICT BOARD OF DIRECTORS MEETING MINUTES MEETING MINUTES

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c. Grant Applications Status Report d. Grant Payment Schedule	There were no questions or comments.	
H.3. Finance, Legal, Administration, and Real Estate Committee		
a. Draft Meeting Minutes – June 15, 2024	President PerezGil inquired about any questions concerning the June F&A Committee meeting minutes. There were no questions or comments.	
I. Board Member Comments	Director Rogers requested that the Board adjourn the meeting in honor of Donna Craig, Chief Program Officer, for 20 years of service. Director De Lara provided details on ABC Recovery's July 1st groundbreaking ceremony.	
J. Adjournment	President PerezGil adjourned the meeting at 6:50 p.m. in honor of Donna Craig, Chief Program Officer, celebrating her 20 th Anniversary with the Desert Healthcare District.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

ATTEST:		
	Kimberly Barraza, Secretary, Board of Directors	
	Desert Healthcare District and Foundation	

Minutes respectfully submitted by Andrea S. Hayles, MBA, Board Relations Officer



Chief Administration Officer's Report

July 10, 2024

<u>Las Palmas Medical Plaza - Property Management:</u>

Occupancy:

See attached unit rental status report.

97.9% currently occupied -

Total annual rent including CAM fees is \$1,550,444.

Leasing Activity:

A draft lease with First Choice Physician Partners (FCPP) for suite 1W-201 is presented in this month's packet.

One suite (1W-104) remains vacant and is available for lease through our broker, Rob Wenthold.

					Las Pa	Imas Medica	al Plaza						
	Unit Rental Status												
	As of July 1, 2024												
Unit	Tenant Name	Deposit		e Dates	Term	Unit	Percent	Monthly	Annual	Rent Per	Monthly	Total Monthly	Total Annual
			From	То		Sq Feet	of Total	Rent	Rent	Sq Foot	CAM	Rent Inclg CAM	Rent Inclg CAM
											\$ 0.86		
1W, 104	Vacant					1,024	2.07%						
Total - Vac	ancies					1,024	2.07%						
Total Suite	s - 32 - 30 Suites Occu	oied \$57,492.84				49,356	97.93%	\$ 87,641.55	\$1,051,698.60	\$ 1.81	\$ 41,562.08	\$ 129,203.63	\$ 1,550,443.56
		_											
		Summary	- All Units										
		Occupied	48,332	97.93%									
		Vacant	1,024	2.07%									
		Pending	0	0.00%									
		Total	49,356	100%							_		

DESERT HEALTHCARE DISTRICT JUNE 2024 FINANCIAL STATEMENTS INDEX Preliminary

Year to Date Variance Analysis

Cumulative Profit & Loss Budget vs Actual - Summary

Cumulative Profit & Loss Budget vs Actual - District Including LPMP

Cumulative Profit & Loss Budget vs Actual - LPMP

Balance Sheet - Condensed View

Balance Sheet - Expanded View

Accounts Receivable Aging

Deposit Detail - District

Property Tax Receipts - YTD

Deposit Detail - LPMP

Check Register - District

Credit Card Expenditures

Check Register - LPMP

CEO Discretionary Fund

Retirement Protection Plan Update

Grants Schedule

DESERT HEALTHCARE DISTRICT YEAR TO DATE VARIANCE ANALYSIS ACTUAL VS BUDGET TWELVE MONTHS ENDED JUNE 30, 2024

Scope: \$25,000 Variance per Statement of Operations Summary **Preliminary YTD** Over(Under) Actual Account **Budget Budget** Explanation Higher interest income and market fluctuations (net) from FRF investments \$2,900k; higher property tax revenues \$2,226k 4000 - Income \$ 14.010.234 \$ 8.884.004 5.126.230 4500 - LPMP \$ 1,513,287 \\$ 1,400,676 **\$** Higher CAM revenue \$249k: lower rent revenue \$136k 112,611 Higher misc. income \$140k from Coachella Valley Resource Conservation District for 2nd Mobile Medical Unit and \$5k from 4501 - Misc. Income 154,000 \$ 9,000 \$ 145,000 Environmental Health Summit sponsorship Lower education expense \$80k; lower health insurance expense \$48k; higher wage related expenses \$21k; lower board 5000 - Direct Expenses \$ 1,736,572 \\$ 1,876,296 (139,724)expenses \$20k; lower retirement expenses \$12k; lower misc. \$1k Lower depreciation expenses \$95k; higher interior building expense \$55k; higher insurance expense \$18k; higher plumbing expenses \$16k; lower security expense \$15k; lower marketing expense \$14k; higher misc. \$8k; lower signage expense \$7k; 6445 - LPMP Expense lower property taxes expense \$6k; lower lighting expense \$5k; lower deferred maintenance expense \$5k; higher landscaping \$ 1,192,517 | \$ 1,249,956 | **\$** (57.439)expense \$4k; lower rubbish removal expense \$3k; lower medical waste expense \$3k; lower water expense \$3k; lower roof repairs expense \$2k; lower vacant unit expense \$2k; higher utilities/electricity expense \$2k Lower Professional Services expense \$483k; lower PR/Communications expense \$131k; lower legal expense \$9k; lower misc 6500 - Professional Fees Expense \$ 1,032,802 \$ 1,656,456 (623,654)

Las Palmas Medical Plaza - Net

320,770 \$

150,720 \$

170,050

LPMP revenue higher \$113k; LPMP expenses lower \$57k

		MONTH		TOTAL			
Preliminary	Jun 24	Budget	\$ Over Budget	Jul '23 - Jun 24	Budget	\$ Over Budget	
Income							
4000 · Income	3,124,040	1,992,667	1,131,373	14,010,234	8,884,004	5,126,230	
4500 · LPMP Income	124,147	116,723	7,424	1,513,287	1,400,676	112,611	
4501 · Miscellaneous Income	9,500	750	8,750	154,000	9,000	145,000	
Total Income	3,257,687	2,110,140	1,147,547	15,677,522	10,293,680	5,383,842	
Expense							
5000 · Direct Expenses	160,169	156,358	3,811	1,736,572	1,876,296	(139,724)	
6000 · General & Administrative Exp	56,150	52,110	4,040	620,500	625,320	(4,820)	
6325 · CEO Discretionary Fund	186	9,167	(8,981)	51,043	65,000	(13,957)	
6445 · LPMP Expenses	94,986	104,163	(9,177)	1,192,517	1,249,956	(57,439)	
6500 · Professional Fees Expense	75,373	138,038	(62,665)	1,032,802	1,656,456	(623,654)	
6600 · Mobile Medical Unit	0	0	0	2,073	0	2,073	
6700 · Trust Expenses	5,458	6,542	(1,084)	77,296	78,504	(1,208)	
Total Expense Before Grants	392,322	466,378	(74,056)	4,712,796	5,551,558	(838,762)	
9000 · Other Income <expenses></expenses>	0	0	0	(965)	0	(965)	
7000 · Grants Expense	305,939	833,333	(527,394)	5,000,000	5,000,000	0	
Net Income	2,559,426	810,429	1,748,997	5,963,761	(257,874)	6,221,635	

			MONTH		TOTAL			
	Preliminary	Jun 24	Budget	\$ Over Budget	Jul '23 - Jun 24	Budget	\$ Over Budget	
Incom	ne							
40	000 · Income							
	4010 · Property Tax Revenues	2,822,651	1,989,000	833,651	11,066,176	8,840,000	2,226,176	
	4200 · Interest Income							
	4220 - Interest Income (FRF)	71,760	85,000	(13,240)	1,258,730	1,020,000	238,730	
	9999-1 - Unrealized gain(loss) on invest	227,629	(83,333)	310,962	1,661,328	(999,996)	2,661,324	
	Total 4200 · Interest Income	299,389	1,667	297,722	2,920,058	20,004	2,900,054	
	4300 · DHC Recoveries	2,000	2,000	0	24,000	24,000	0	
To	otal 4000 · Income	3,124,040	1,992,667	1,131,373	14,010,234	8,884,004	5,126,230	
45	500 · LPMP Income	124,147	116,723	7,424	1,513,287	1,400,676	112,611	
45	501 · Miscellaneous Income	9,500	750	8,750	154,000	9,000	145,000	
Total	Income	3,257,687	2,110,140	1,147,547	15,677,522	10,293,680	5,383,842	
Exper	nse							
50	000 - Direct Expenses							
	5100 · Administration Expense							
	5110 · Wages Expense	121,164	131,159	(9,995)	1,463,548	1,573,908	(110,360)	
	5111 - Allocation to LPMP - Payroll	(6,539)	(6,539)	0	(78,468)	(78,468)	0	
	5112 · Vacation/Sick/Holiday Expense	19,241	15,000	4,241	176,080	180,000	(3,920)	
	5114 - Allocation to Foundation	(13,166)	(33,148)	19,982	(317,848)	(397,776)	79,928	
	5119 - Allocation-FED FUNDS/CVHIP-DHCF	(1,157)	(17,071)	15,914	(131,957)	(204,852)	72,895	
	5120 · Payroll Tax Expense	8,429	10,578	(2,149)	109,417	126,936	(17,519)	
	5130 - Health Insurance Expense							
	5131 · Premiums Expense	13,848	22,456	(8,608)	229,394	269,472	(40,078)	
	5135 · Reimb./Co-Payments Expense	2,969	1,950	1,019	15,505	23,400	(7,895)	
	Total 5130 · Health Insurance Expense	16,817	24,406	(7,589)	244,899	292,872	(47,973)	
	5140 · Workers Comp. Expense	438	585	(147)	6,453	7,020	(567)	
	5145 - Retirement Plan Expense	7,624	10,486	(2,862)	113,576	125,832	(12,256)	
	5160 - Education Expense	0	8,333	(8,333)	19,885	99,996	(80,111)	
	Total 5100 · Administration Expense	152,851	143,789	9,062	1,605,585	1,725,468	(119,883)	

		MONTH			TOTAL	
Preliminary	Jun 24	Budget	\$ Over Budget	Jul '23 - Jun 24	Budget	\$ Over Budget
5200 · Board Expenses						
5210 · Healthcare Benefits Expense	1,466	4,188	(2,722)	49,556	50,256	(700)
5230 · Meeting Expense	1,297	3,708	(2,411)	28,327	44,496	(16,169)
5235 · Director Stipend Expense	3,704	3,465	239	41,603	41,580	23
5240 · Catering Expense	851	1,000	(149)	8,175	12,000	(3,825)
5250 · Mileage Reimbursement Expense	0	208	(208)	3,326	2,496	830
Total 5200 - Board Expenses	7,318	12,569	(5,251)	130,987	150,828	(19,841)
Total 5000 - Direct Expenses	160,169	156,358	3,811	1,736,572	1,876,296	(139,724)
6000 - General & Administrative Exp						
6110 · Payroll fees Expense	222	208	14	2,325	2,496	(171)
6120 · Bank and Investment Fees Exp	5,442	5,200	242	66,429	62,400	4,029
6125 · Depreciation Expense	2,372	2,000	372	25,135	24,000	1,135
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	180,864	180,864	0
6127 · Depreciation - Autos	6,409	3,287	3,122	60,572	39,444	21,128
6130 · Dues and Membership Expense	11,730	5,385	6,345	50,340	64,620	(14,280
6200 · Insurance Expense	4,133	4,950	(817)	50,220	59,400	(9,180)
6300 · Minor Equipment Expense	0	42	(42)	0	504	(504
6305 · Auto Allowance & Mileage Exp	554	500	54	2,555	6,000	(3,445
6306 · Staff- Auto Mileage reimb	589	625	(36)	5,530	7,500	(1,970
6309 · Personnel Expense	0	375	(375)	471	4,500	(4,029
6310 · Miscellaneous Expense	0	42	(42)	0	504	(504
6311 - Cell Phone Expense	1,394	900	494	9,298	10,800	(1,502
6312 · Wellness Park Expenses	0	83	(83)	1,035	996	39
6315 - Security Monitoring Expense	0	50	(50)	611	600	11
6340 - Postage Expense	200	333	(133)	2,103	3,996	(1,893
6350 · Copier Rental/Fees Expense	377	500	(123)	4,639	6,000	(1,361
6351 - Travel Expense	819	2,500	(1,681)	37,493	30,000	7,493
6352 - Meals & Entertainment Exp	131	2,417	(2,286)	11,761	29,004	(17,243
6355 - Computer Services Expense	2,683	3,083	(400)	57,643	36,996	20,647
6360 - Supplies Expense	1,185	1,833	(648)	19,053	21,996	(2,943
6380 · LAFCO Assessment Expense	180	208	(28)	2,160	2,496	(336
6400 · East Valley Office	2,658	2,517	141	30,263	30,204	59
Total 6000 General & Administrative Exp	56,150	52,110	4,040	620,500	625,320	(4,820

			MONTH			TOTAL	
	Preliminary	Jun 24	Budget	\$ Over Budget	Jul '23 - Jun 24	Budget	\$ Over Budget
63	325 - CEO Discretionary Fund	186	9,167	(8,981)	51,043	65,000	(13,957)
64	445 · LPMP Expenses	94,986	104,163	(9,177)	1,192,517	1,249,956	(57,439)
65	500 · Professional Fees Expense						
	6516 · Professional Services Expense	39,799	103,038	(63,239)	753,864	1,236,456	(482,592)
	6520 · Annual Audit Fee Expense	1,441	1,458	(17)	17,292	17,496	(204)
	6530 · PR/Communications/Website	21,633	20,542	1,091	115,032	246,504	(131,472)
	6560 · Legal Expense	12,500	13,000	(500)	146,614	156,000	(9,386)
To	otal 6500 · Professional Fees Expense	75,373	138,038	(62,665)	1,032,802	1,656,456	(623,654)
66	600 · Mobile Medical Unit						
	6605 · Mobile Medical Unit Expense	0	0	0	2,073	0	2,073
67	700 Trust Expenses						
	6720 · Pension Plans Expense						
	6721 · Legal Expense	0	167	(167)	0	2,004	(2,004)
	6725 · RPP Pension Expense	5,000	5,000	0	60,000	60,000	0
	6728 · Pension Audit Fee Expense	458	1,375	(917)	17,296	16,500	796
To	otal 6700 - Trust Expenses	5,458	6,542	(1,084)	77,296	78,504	(1,208)
otal	Expense Before Grants	392,322	466,378	(74,056)	4,712,796	5,551,558	(838,762)
000 -	· Other Income <expenses></expenses>	0	0	0	(965)	0	(965)
000 -	- Grants Expense						
70	010 - Major Grant Awards Expense	305,939	833,333	(527,394)	5,000,000	5,000,000	0
let In	ncome	2,559,426	810,429	1,748,997	5,963,761	(257,874)	6,221,635

Las Palmas Medical Plaza Profit & Loss Budget vs. Actual

		MONTH			TOTAL	
Preliminary	Jun 24	Budget	\$ Over Budget	Jul '23 - Jun 24	Budget	\$ Over Budget
Income						
4500 · LPMP Income						
4505 ⋅ Rental Income	84,355	93,600	(9,245)	987,639	1,123,200	(135,561)
4510 · CAM Income	39,792	23,040	16,752	525,548	276,480	249,068
4513 · Misc. Income	0	83	(83)	100	996	(896)
Total 4500 · LPMP Income	124,147	116,723	7,424	1,513,287	1,400,676	112,611
Expense						
6445 · LPMP Expenses						
6420 · Insurance Expense	5,568	4,050	1,518	66,816	48,600	18,216
6425 · Building - Depreciation Expense	28,437	27,441	996	327,719	329,292	(1,573)
6426 · Tenant Improvements -Dep Exp	(678)	17,917	(18,595)	121,360	215,004	(93,644)
6427 · HVAC Maintenance Expense	446	1,333	(887)	15,307	15,996	(689)
6428 · Roof Repairs Expense	0	208	(208)	0	2,496	(2,496)
6431 · Building -Interior Expense	3,615	625	2,990	62,925	7,500	55,425
6432 · Plumbing -Interior Expense	12,448	833	11,615	28,333	9,996	18,337
6433 · Plumbing -Exterior Expense	0	208	(208)	435	2,496	(2,061)
6434 · Allocation Internal Prop. Mgmt	6,539	6,539	0	78,468	78,468	0
6435 · Bank Charges	28	42	(14)	340	504	(164)
6437 · Utilities -Vacant Units Expense	19	183	(164)	352	2,196	(1,844)
6439 · Deferred Maintenance Repairs Ex	0	1,833	(1,833)	16,820	21,996	(5,176)
6440 · Professional Fees Expense	12,175	11,485	690	138,510	137,820	690
6441 · Legal Expense	0	83	(83)	0	996	(996)
6458 · Elevators - R & M Expense	281	1,083	(802)	12,101	12,996	(895)
6460 · Exterminating Service Expense	275	1,000	(725)	12,150	12,000	150
6463 · Landscaping Expense	4,875	917	3,958	14,708	11,004	3,704
6467 · Lighting Expense	0	417	(417)	0	5,004	(5,004)
6468 · General Maintenance Expense	0	83	(83)	0	996	(996)
6471 · Marketing-Advertising	0	1,250	(1,250)	842	15,000	(14,158)
6475 · Property Taxes Expense	4,054	6,650	(2,596)	73,883	79,800	(5,917)
6476 · Signage Expense	0	625	(625)	401	7,500	(7,099)
6480 · Rubbish Removal Medical Waste E	1,332	1,500	(168)	14,858	18,000	(3,142)
6481 · Rubbish Removal Expense	2,234	2,900	(666)	31,585	34,800	(3,215)
6482 · Utilities/Electricity/Exterior	753	625	128	9,722	7,500	2,222
6484 · Utilities - Water (Exterior)	630	833	(203)	7,426	9,996	(2,570
6485 · Security Expenses	11,955	13,333	(1,378)	145,260	159,996	(14,736
6490 · Miscellaneous Expense	0	167	(167)	12,196	2,004	10,192
Total 6445 · LPMP Expenses	94,986	104,163	(9,177)	1,192,517	1,249,956	(57,439)
Net Income	29,161	12,560	16,601	320,770	150,720	170,050

	Preliminary	Jun 30, 24	Jun 30, 23
ASSETS			
Current	Assets		
	cking/Savings		
	1000 - CHECKING CASH ACCOUNTS	4,811,481	2,734,299
	1100 · INVESTMENT ACCOUNTS	66,435,096	64,831,524
Tota	l Checking/Savings	71,246,577	67,565,823
Tota	I Accounts Receivable	5,416	4,901
	er Current Assets		
	1204.1 - Rent Receivable-Deferred COVID	11,220	40,114
	1270 - Prepaid Insurance -Ongoing	133,242	120,245
	1279 · Pre-Paid Fees	34,290	47,986
	1295 - Property Tax Receivable	166,687	150,876
Tota	l Other Current Assets	345,439	359,221
Total Cu	rrent Assets	71,597,432	67,929,945
Fixed As	ssets		
1300	· FIXED ASSETS	5,308,275	5,099,130
	5-00 · ACC DEPR	(2,898,368)	(2,609,248)
1400	O LPMP Assets	6,466,356	6,924,434
Total Fix	ced Assets	8,876,263	9,414,316
Other As	ssets		
1600	RIGHT TO USE ASSETS	216,235	216,235
1611	RTU Accumulated Amortization	(22,178)	(22,178)
1700	O OTHER ASSETS	3,678,380	3,738,380
1800	O OTHER RECEIVABLES	3,048,911	3,048,911
Total Ot	her Assets	6,921,348	6,981,348
TOTAL ASS	ETS	87,395,043	84,325,609

	Preliminary	Jun 30, 24	Jun 30, 23
ABILITIES 8	EQUITY		
Liabilities			
Curre	nt Liabilities		
Ac	counts Payable		
	2000 · Accounts Payable	154,988	39,537
	2001 - LPMP Accounts Payable	33,086	65,904
То	tal Accounts Payable	188,074	105,441
Ot	her Current Liabilities		
	2003 · Prepaid Rents	14,741	27,391
	2006 · Unearned income	2,000	2,000
	2101 · *Payroll Liabilities	28,636	32,125
	2131 - Grant Awards Payable	3,723,520	6,469,394
	2133 - Accrued Accounts Payable	77,234	273,001
	2141 - Accrued Vacation Time	90,160	97,596
	2188 - Current Portion - LTD	0	3,701
	2190 · Investment Fees Payable	9,833	15,131
To	tal Other Current Liabilities	3,946,124	6,920,339
	Current Liabilities	4,134,198	7,025,780
	Term Liabilities		
	71 · RPP-Deferred Inflows-Resources	564,584	564,584
	72 · Lease - Deferred Inflows	2,982,703	2,982,703
	81 - Grants Payable - Long-term	2,475,000	2,475,000
	85 - Lease Payable	196,798	196,798
	90 - LPMP Security Deposits	57,493	60,247
	Long Term Liabilities	6,276,578	6,279,332
Total Liab	ilities	10,410,776	13,305,112
Equity			
	*Retained Earnings	71,020,500	67,781,511
Net In		5,963,761	3,238,989
Total Equi	•	76,984,261	71,020,500
TAL LIABIL	LITIES & EQUITY	87,395,043	84,325,609

	Preliminary	Jun 30, 24	Jun 30, 23	
ASSE1	TS			
Cu	urrent Assets			
	Checking/Savings			
	1000 · CHECKING CASH ACCOUNTS			
	1012 · Union Bank Operating - 9356	0	2,485,692	
	1016 · US Bank Operating - 5018	3,848,917	0	
	1017 · US Bank Operating - 7455	848,899	0	
	1044 · Las Palmas Medical Plaza - 1241	113,165	0	
	1046 · Las Palmas Medical Plaza	0	248,107	
	1047 · Petty Cash	500	500	
	Total 1000 - CHECKING CASH ACCOUNTS	4,811,481	2,734,299	
	1100 · INVESTMENT ACCOUNTS			
	1130 · Facility Replacement Fund	67,098,206	67,326,609	
	1135 · Unrealized Gain(Loss) FRF	(663,110)	(2,495,085)	
	Total 1100 - INVESTMENT ACCOUNTS	66,435,096	64,831,524	
	Total Checking/Savings	71,246,577	67,565,823	
	Total Accounts Receivable	5,416	4,901	
	Other Current Assets			
	1204.1 - Rent Receivable-Deferred COVID	11,220	40,114	
	1270 · Prepaid Insurance -Ongoing	133,242	120,245	
	1279 · Pre-Paid Fees	34,290	47,986	
	1295 · Property Tax Receivable	166,687	150,876	
	Total Other Current Assets	345,439	359,221	
То	otal Current Assets	71,597,432	67,929,945	
Fix	xed Assets			
	1300 · FIXED ASSETS			
	1310 · Computer Equipment	112,027	96,917	
	1320 · Furniture and Fixtures	64,580	55,099	
	1321 - Mobile Medical Unit	381,768	197,214	
	1322 - Tenant Improvement - RAP #G100	32,794	32,794	
	1325 Offsite Improvements	300,849	300,849	
	1331 DRMC - Parking lot	4,416,257	4,416,257	
	Total 1300 · FIXED ASSETS	5,308,275	5,099,130	

Preliminary	Jun 30, 24	Jun 30, 23
1335-00 - ACC DEPR		
1335 · Accumulated Depreciation	(258,636)	(233,503)
1337 · Accum Deprec- Solar Parking Lot	(2,321,260)	(2,140,396)
1338 - Accum Deprec - LPMP Parking Lot	(234,890)	(212,341)
1339 · Accum Deprec - Autos	(83,582)	(23,008)
Total 1335-00 · ACC DEPR	(2,898,368)	(2,609,248)
1400 · LPMP Assets		
1401 · Building	8,705,680	8,705,680
1402 · Land	2,165,300	2,165,300
1403 · Tenant Improvements -New	2,322,346	2,309,146
1404 · Tenant Improvements - CIP	0	129,550
1406 - Building Improvements		
1406.1 · LPMP-Replace Parking Lot	676,484	676,484
1406.2 · Building Improvements-CIP	52,426	602,684
1406 - Building Improvements - Other	2,776,742	2,153,527
Total 1406 · Building Improvements	3,505,652	3,432,695
1407 · Building Equipment Improvements	456,113	444,268
1409 · Accumulated Depreciation		
1410 · Accum. Depreciation	(8,450,486)	(8,145,317)
1412 · T I Accumulated DepNew	(2,238,249)	(2,116,888)
Total 1409 - Accumulated Depreciation	(10,688,735)	(10,262,205)
Total 1400 LPMP Assets	6,466,356	6,924,434
Total Fixed Assets	8,876,263	9,414,316
Other Assets		
1600 · RIGHT TO USE ASSETS		
1610 · Right to Use Asset	216,235	216,235
1611 · RTU Accumulated Amortization	(22,178)	(22,178)
1700 · OTHER ASSETS		
1731 · Wellness Park	1,693,800	1,693,800
1740 · RPP-Deferred Outflows-Resources	587,440	587,440
1742 · RPP - Net Pension Asset	1,397,140	1,457,140
Total 1700 · OTHER ASSETS	3,678,380	3,738,380
1800 · OTHER RECEIVABLES		
1810 - Lease Receivable	3,048,911	3,048,911
Total Other Assets	6,921,348	6,981,348
TOTAL ASSETS	87,395,043	84,325,609

Preliminary	Jun 30, 24	Jun 30, 23
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	154,988	39,537
2001 · LPMP Accounts Payable	33,086	65,904
Total Accounts Payable	188,074	105,441
Other Current Liabilities		
2003 · Prepaid Rents	14,741	27,391
2006 · Unearned income	2,000	2,000
2101 · *Payroll Liabilities	28,636	32,125
2131 · Grant Awards Payable	3,723,520	6,469,394
2133 · Accrued Accounts Payable	77,234	273,001
2141 · Accrued Vacation Time	90,160	97,596
2188 · Current Portion - LTD	0	3,701
2190 · Investment Fees Payable	9,833	15,131
Total Other Current Liabilities	3,946,124	6,920,339
Total Current Liabilities	4,134,198	7,025,780
Long Term Liabilities		
2171 · RPP-Deferred Inflows-Resources	564,584	564,584
2172 · Lease - Deferred Inflows	2,982,703	2,982,703
2281 - Grants Payable - Long-term	2,475,000	2,475,000
2285 · Lease Payable	196,798	196,798
2290 - LPMP Security Deposits	57,493	60,247
Total Long Term Liabilities	6,276,578	6,279,332
Total Liabilities	10,410,776	13,305,112
Equity		
3900 · *Retained Earnings	71,020,500	67,781,511
Net Income	5,963,761	3,238,989
Total Equity	76,984,261	71,020,500
TOTAL LIABILITIES & EQUITY	87,395,043	84,325,609

Desert Healthcare District A/R Aging Summary

As of June 30, 2024

	Current	1	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
IEHP	5,000		0	0	0	0	5,000	Environmental Summit Sponsorship
Laboratory Corporation of America	0		132	120	0	0	252	Slow Pay
Pathway Pharmaceuticals,Inc.	0		0	0	64	0	64	Slow Pay (paid in July)
Peter Jamieson, M.D.	0		0	100	0	0	100	Slow Pay
TOTAL	5,000		132	220	64	0	5,416	

Page125f of 154 A-R Aging

Desert Healthcare District Deposit Detail

June 2024

Туре	Date	Name	Amount
Deposit	06/04/2024		2,000
		T-Mobile - Cell Tower Lease	(2,000)
TOTAL		1-Mobile - Cell Tower Lease	(2,000)
			(=,000)
Deposit	06/07/2024		2,650,026
			(0.050.000)
TOTAL		Riverside County Treasurer - Property Tax	(2,650,026)
TOTAL			(2,650,026)
Deposit	06/11/2024		5,938
		Riverside County Treasurer - Property Tax	(5,938)
TOTAL			(5,938)
Deposit	06/26/2024		4,500
Payment	06/26/2024	PICA - Land Lease Payment	(4,500)
TOTAL			(4,500)
Deposit	06/28/2024		2,000
		T-Mobile - Cell Tower Lease	(2,000)
TOTAL			(2,000)
Deposit	06/28/2024		65,659
Payment	06/28/2024	Desert Healthcare Foundation - Intercompany Payable	(65,659)
TOTAL			(65,659)
		TOTAL	2,730,123

DESERT HEALTHCARE DISTRICT PROPERTY TAX RECEIPTS FY 2023 - 2024 **RECEIPTS - TWELVE MONTHS ENDED JUNE 30, 2024** FY 2022-2023 Projected/Actual FY 2023-2024 Projected/Actual Act % | Actual Receipts Budget \$ Budget \$ Actual Receipts Budget % Variance Budget % Act % Variance 0.0% \$ 0.0% \$ July 3,676 \$ 3,676 0.0% \$ 0.8% \$ 70,152 \$ 70,152 \$ 2.0% \$ 180,642 \$ 0.0% \$ 2.2% \$ 175,271 175,271 0.0% \$ 180,642 Aug 0.0% \$ 0.0% \$ 3,382 \$ 3,382 0.0% \$ 0.0% \$ \$ Sep 2.8% \$ 248,614 2.6% \$ 0.0% \$ \$ (208,624)2.6% \$ 229,840 \$ 18,774 Oct 208,624 Nov 0.4% \$ 32,096 2.5% \$ 198,217 \$ 166,121 0.4% \$ 35,360 0.1% \$ 10,535 \$ (24,825)16.9% \$ Dec 16.9% \$ 1,356,056 18.2% \$ 1,458,481 \$ 102,425 1,493,960 19.2% \$ 1,696,170 \$ 202,210 699,827 31.9% \$ 2,819,960 3,720,800 \$ 2,559,656 40.6% \$ 3,259,483 Jan 31.9% \$ \$ 42.1% \$ 900,840 85,677 Feb 0.0% \$ 0.6% \$ 46,002 46,002 0.0% \$ 1.0% \$ 85,677 \$ 0.4% \$ 0.3% \$ 1.1% \$ \$ 60,520 0.3% \$ Mar 24,072 84,592 26,520 31,158 \$ 4,638 6.0% \$ 5.5% \$ 441,320 6.4% \$ 510,192 \$ 68,872 5.5% \$ 486,200 529,212 \$ 43,012 Apr 1,821,441 19.9% \$ 1,596,776 48.4% \$ 3,883,733 2,286,957 19.9% \$ 1,759,160 20.6% \$ 62,281 May 22.5% \$ 22.5% \$ 1,805,400 0.1% \$ 5,841 \$ (1,799,559)1,989,000 30.0% \$ 2,655,964 \$ 666,964 June 100% \$ 8,024,000 120.0% \$ 9,628,870 | \$ 1,604,870 100.00% \$ 8,840,000 125.0% \$ 11,050,366 | \$ 2,210,366 Total

Las Palmas Medical Plaza Deposit Detail - LPMP

June 2024

Туре	Date	Name	Amount
D '-	00/00/0004		40.000
Deposit	06/03/2024		10,208
Payment	06/03/2024	EyeCare Services Partners Management LLC	(7,364)
Payment	06/03/2024	Desert Oasis Healthcare	(2,843)
TOTAL			(10,207)
Deposit	06/03/2024		3,417
Payment	06/03/2024	Cure Cardiovascular Consultants	(3,417)
TOTAL			(3,417)
Deposit	06/05/2024		2,297
Payment	06/05/2024	DPMG	(2,297)
TOTAL			(2,297)
Deposit	06/10/2024		16,130
Payment	06/10/2024	Ramy Awad, M.D.	(3,963)
Payment	06/10/2024	Pathway Pharmaceuticals,Inc.	(2,779)
Payment	06/10/2024	Global Premier Fertility	(4,689)
Payment	06/10/2024	Peter Jamieson, M.D.	(3,699)
Payment	06/10/2024	Peter Jamieson, M.D.	(1,000)
TOTAL			(16,130)
Deposit	06/10/2024		9,368
Payment	06/07/2024	Brad A. Wolfson, M.D.	(4,006)
Payment	06/07/2024	Cohen Musch Thomas Medical Group	(5,361)
TOTAL		·	(9,367)
Deposit	06/10/2024		3,451
Payment	06/10/2024	Coachella Valley Volunteers in Medicine-	(3,451)
TOTAL			(3,451)

Las Palmas Medical Plaza Deposit Detail - LPMP

J.	u	n	e	2	O	2	4

Type	Date	Name	Amount
Deposit	06/11/2024		12,195
Payment	06/11/2024	Desert Family Medical Center	(4,233)
Payment	06/10/2024	Palmtree Clinical Research	(7,962)
TOTAL			(12,195)
Deposit	06/17/2024		2,732
Payment	06/17/2024	Global Premier Fertility	(2,732)
TOTAL			(2,732)
Deposit	06/18/2024		47,712
Dovmont	06/18/2024	Depart Regional Medical Center	(6.219)
Payment Payment	06/18/2024	Desert Regional Medical Center Tenet HealthSystem Desert, Inc	(6,318) (7,041)
Payment	06/18/2024	Tenet HealthSystem Desert, Inc.	(34,353)
TOTAL	00/10/2024	Tenet Healthdystem Desert, mc.	(47,712)
Deposit	06/25/2024		90
Payment	06/25/2024	Quest Diagnostics Incorporated	(90)
TOTAL	00.20.2021	tues - agreement moorpeases	(90)
Deposit	06/26/2024		5,632
		Laboratory Corporation of America	(5,632)
TOTAL		Euboratory Corporation of America	(5,632)
Deposit	06/27/2024		9,089
		Steven Gundry, M.D.	(6,246)
		Desert Oasis Healthcare	(2,843)
TOTAL			(9,089)
		TOTAL	122,321

Desert Healthcare District Check Register

Type Date		Num	Name	Amount	
1000 - CHECKING CASI	H ACCOUNTS				
1016 - US Bank Operati	ng - 5018				
Bill Pmt -Check	06/03/2024	3275	Staples	(741)	
Bill Pmt -Check	06/03/2024	3276	Steven Hollis - Consulting Services	(13,736)	
Bill Pmt -Check	06/03/2024	3277	Coachella Valley Economic Partnership	(12,000)	
Bill Pmt -Check	06/04/2024	3278	Evett PerezGil - Health Premium Reimbursement	(331)	
Bill Pmt -Check	06/04/2024	3279	Gannett California LocaliQ	(744)	
Bill Pmt -Check	06/04/2024	3280	Health Career Connection	(9,100)	
Bill Pmt -Check	06/04/2024	3281	Leticia De Lara - Stipend	(579)	
Bill Pmt -Check	06/06/2024	3282	Alejandro Espinoza Santacruz - Expense Reimbursement	(12)	
Bill Pmt -Check	06/06/2024	3283	CVAG - MOU Payment	(1,670,000)	
Bill Pmt -Check	06/06/2024	3284	DPMG Health - Grant Payment	(46,438)	
Bill Pmt -Check	06/06/2024	3285	Martha's Village & Kitchen - Grant Payment	(83,189)	
Bill Pmt -Check	06/06/2024	3286	Sergio Rodriguez - Expense Reimbursement	(122)	
Liability Check	06/07/2024		QuickBooks Payroll Service	(51,448)	
Check	06/07/2024	Auto Pay	Calif. Public Employees'Retirement System	(14,983)	
Bill Pmt -Check	06/07/2024	ACH 061124	Law Offices of Scott & Jackson	(33,188)	
Bill Pmt -Check	06/10/2024	3287	Desert Healthcare Foundation - MOU Payment	(750,000)	
Bill Pmt -Check	06/10/2024	3288	Meghan Kane - Expense Reimbursement	(63)	
Bill Pmt -Check	06/10/2024	3289	Moss, Levy & Hartzheim LLP	(4,500)	
Bill Pmt -Check	06/10/2024	3290	Ready Refresh	(55)	
Bill Pmt -Check	06/10/2024	3291	State Compensation Insurance Fund	(438)	
Bill Pmt -Check	06/10/2024	3292	Xerox Financial Services	(377)	
Bill Pmt -Check	06/11/2024	3293	U.S. Bank	(3,449)	
Bill Pmt -Check	06/12/2024	3294	LoopUp LLC	(24)	
Bill Pmt -Check	06/12/2024	3295	Southern California Grantmakers	(5,067)	
Check	06/14/2024		Bank Service Charge	(442)	
Bill Pmt -Check	06/17/2024	3296	ACHD	(10,953)	
Bill Pmt -Check	06/17/2024	3297	Alianza Coachella Valley - Grant Payment	(22,500)	
Bill Pmt -Check	06/17/2024	3298	AMS Tax Service, Inc.	(500)	
Bill Pmt -Check	06/17/2024	3299	Chris Christensen - Expense Reimbursement	(70)	
Bill Pmt -Check	06/17/2024	3300	Doris Perez Interpreting	(500)	
Bill Pmt -Check	06/17/2024	3301	Hocker Productions	(10,000)	
Bill Pmt -Check	06/17/2024	3302	Magdalena Cleaning Services	(200)	
Bill Pmt -Check	06/17/2024	3303	Principal Life Insurance Co.	(1,721)	
Bill Pmt -Check	06/17/2024	3304	Purchase Power	(200)	
Bill Pmt -Check	06/17/2024	3305	Regional Access Project Foundation	(348)	
Bill Pmt -Check	06/17/2024	3306	The Westin Rancho Mirage	(6,055)	
Bill Pmt -Check	06/17/2024	3307	TWC Consulting LLC	(6,833)	

Desert Healthcare District Check Register

As of June 30, 2024

Туре	Date	Num	Name	Amount
Liability Check	06/21/2024		QuickBooks Payroll Service	(54,423)
Bill Pmt -Check	06/25/2024	3308	Alianza Nacional De Campesinas Inc - Grant Payment	(25,875)
Bill Pmt -Check	06/25/2024	3309	CoPower Employers' Benefits Alliance	(1,274)
Bill Pmt -Check	06/25/2024	3310	DPMG Health - Grant Payment	(28,604)
Bill Pmt -Check	06/25/2024	3311	Evett PerezGil - Stipend	(695)
Bill Pmt -Check	06/25/2024	3312	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check	06/25/2024	3313	Jewish Family Service of the Desert - Grant Payment	(36,000)
Bill Pmt -Check	06/25/2024	3314	Palms to Pines Printing	(168)
Bill Pmt -Check	06/25/2024	3315	Regional Government Services Authority	(638)
Bill Pmt -Check	06/25/2024	3316	Spectrum (Time Warner)	(445)
Bill Pmt -Check	06/25/2024	3317	Voices for Children - Grant Payment	(36,474)
Bill Pmt -Check	06/25/2024	3318	Coachella Valley Volunteers in Medicine - Grant Payment	(107,640)
Bill Pmt -Check	06/25/2024	3319	Arthur Shorr - Stipend	(1,736)
Bill Pmt -Check	06/25/2024	3320	Zendle, Les - Stipend	(116)
Bill Pmt -Check	06/25/2024	3321	Deveau Burr Group, LLC	(9,750)
Bill Pmt -Check	06/27/2024	3322	Evett PerezGil - Health Premium Reimbursement	(331)
TOTAL				(3,065,108)

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						Desert Healthcare District		
						Details for Credit Card Expenditures		
						Credit card purchases - May 2024 - Paid June 2024		
Number of cr	edit cards held	by District pers	sonnel -1					
	imit - \$20,000 -							
Credit Card F	lolders:							
Chris Chr	istensen - Inter	rim CEO/Chief A	Administrat	tion Offic	er			
Routine type:	s of charges:							
Office suppli	es, dues for me	embership, com	puter supp	plies, me	als, travel inclu	ding airlines and hotels, catering, supplies for BOD		
meetings, CE	O Discretionar	y for small gran	nt & gift ite	ems				
	St	atement						
	Month	Total	Exp	pense				
Year	Charged	Charges	T	Туре	Amount	Purpose	Description	
		\$ -						
Chris' Statem	nent:							
2024	May	\$ 3,449.28	Distri	rict				
			GL		Dollar	Description		
				6530	\$ 16.99	The Desert Sun - marketing subscription		
				5240		Doordash - food for May 14, 2024 Special BOD meeting (cancelled)		
				6351		Southwest - airfare for CSDA Legislative Days - May 20-22, 2024 - Sacramento, CA - Director Barraza		
				6355		Zoom webinar/audio conference expense		
				5240		Doordash - food for May 14, 2024 Special BOD meeting (cancelled)		
				5240		EzCater - food for May 16, 2024 Environmental Health Summit Committee meeting		
	6530 \$ 152.42 GoDaddy - Domain registrations for Environmental Health Summit website							
6530 \$ 39.43 fiverr - logo design services for Environmental Health Summit								
6351 \$ 625.12 Hyatt Regency - hotel for CSDA Legislative Days - May 20-22, 2024 - Sacramento, CA - Director Barraza								
5230 \$ 1,297.25 UCR Palm Desert - facility use fee for May 28, 2024 BOD meeting								
				5240		EzCater - food for May 28, 2024 BOD meeting		
				6530		GoDaddy - 1 year hosting for Environmental Health Summit website		
					\$ 3,449.28			

Las Palmas Medical Plaza Check Register - LPMP As of June 30, 2024

Type Date		Num	um Name		
1000 - CHECKING C	ASI	ACCOUNTS			
1044 · Las Palmas M	ledi	cal Plaza - 1241			
			10913-VOID	Voided Check for Tenant ACH Payment Update	0
Bill Pmt -Check		06/04/2024	10914	Desert Water Agency	(633)
Bill Pmt -Check		06/10/2024	10915	Palm Springs Disposal Services Inc	(2,234)
Bill Pmt -Check		06/11/2024	10916	Green Security Solutions	(11,955)
Bill Pmt -Check		06/11/2024	10917-VOID	INPRO Construction Inc.	0
Bill Pmt -Check		06/11/2024	10918	Roto-Rooter Plumbers	(12,448)
Check		06/11/2024		Bank Service Charge	(505)
Bill Pmt -Check 06/12/2024 10919		10919	Frazier Pest Control, Inc.	(275)	
Bill Pmt -Check 06/12/2024 10920 Van Surveying,		Van Surveying, Inc.	(3,400)		
Bill Pmt -Check		06/18/2024	10921	INPRO Construction Inc.	(11,830)
Bill Pmt -Check		06/18/2024	10922	Stericycle, Inc.	(1,332)
Bill Pmt -Check		06/25/2024	10923	Aijaz Hashmi, MD - Tenant Improvement Reimbursement	(265)
Bill Pmt -Check	Bill Pmt -Check 06/25/2024 10924 Desert Air Conditioning Inc.		(10,560)		
Bill Pmt -Check	ill Pmt -Check 06/25/2024 10925 Frontier Communications		(281)		
Bill Pmt -Check	ill Pmt -Check 06/25/2024 10926 Southern California Edison		(707)		
TOTAL					(56,425)

Desert Healthcare District CEO Discretionary Fund Detail July 2023 through June 2024 Preliminary

Date	Name	Memo	Amount
6325 · CEO Discre	etionary Fund		
07/01/2023	California Forward	Knowledge level sponsorship for 2023 Economic Summit	5,000
08/04/2023	U.S. Bank	Planned Parenthood contribution to 60th Anniversary Cocktail Reception - September 23, 2023	5,000
08/11/2023	Blood Bank of San Bernardino	2023 Thanks4Giving Gala Table Sponsorship - Saturday November 11, 2023	3,500
08/15/2023	Coachella Valley Volunteers in Medicine	2023 VIMY Awards - Bronze Sponsorship	5,000
08/17/2023	UC Riverside Foundation	UCR SOM 2023 Gala and Education Building II Grand Opening - Silver Sponsorship	10,000
08/30/2023	Regional Access Project Foundation	Desert Fast Pitch 2023 Sponsorship	5,000
09/06/2023	Cathedral City Senior Center	Table Sponsor at November 13, 2023 Gala	5,000
10/10/2023	Alianza Nacional De Campesinas Inc.	Storm assistance to help Alianza Nacional de Campesinas purchase and distribute food & water after Tropical Storm Hillary	3,698
01/04/2024	U.S. Bank	OneFuture - The Future Is Ours - February 28, 2024 - Empowering Students Sponsor	2,575
01/31/2024	Alejandro Espinoza Santacruz - Expense Reimbursement	Purchased items for refugee children	1,604
02/01/2024	U.S. Bank	Joslyn Center - CEO Discretionary Fund donation	1,000
02/29/2024	The Bridge To Better	Airfare reimbursement donation for individual in need	280
03/20/2024	City of Coachella	City of Coachella Women's Summit Sponsorship	1,000
04/01/2024	U.S. Bank	SAGE & Friends Bronze Sponsor for Palm Springs event on March 24, 2024	500
04/18/2024	JFK Memorial Foundation	Ophelia Project Luncheon Sponsorship for April 25, 2024	1,200
04/18/2024	Cathedral City Senior Center	Donation for allowing the District to hold community meeting on April 2, 2024	500
06/03/2024	Desert Healthcare Foundation	Transfer Indio Florist expenses for Mother's Day clinic charged to Foundation credit card	186
TOTAL			51,043



MEMORANDUM

DATE: July 10, 2024

TO: F&A Committee

RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>May</u>	<u>June</u>
Active – still employed by hospital	61	61
Vested – no longer employed by hospital	46	46
Former employees receiving annuity	<u>6</u>	<u>6</u>
Total	<u>113</u>	<u>113</u>

The outstanding liability for the RPP is approximately **\$2.5M** (Actives - \$1.4M and Vested - \$1.1M). US Bank investment account balance \$4.5M. Per the June 30, 2023, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.45M**.

The payouts, excluding monthly annuity payments, made from the Plan for the twelve months ended June 30, 2024, totaled **\$499K.** Monthly annuity payments (6 participants) total **\$903** per month.

		DESERT HEALTHCARE DISTRICT							
		OUTSTANDING GRANTS AND GRANT PAYMEN June 30, 2024	T SCHEDULE						
		TWELVE MONTHS ENDING JUNE 30,	2024						
			Approved		6/30/2023	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr	Open
Grant ID Nos. 2014-MOU-BOD-11/21/13	_	Name Memo of Understanding CVAG CV Link Support	Grants - Prior Y \$ 10,000,0		Bal Fwd \$ 3,320,000	2023-2024	July-June \$ 1,670,000	July-June	BALANCE \$ 1,650,000
2022-1301-BOD-01-25-22		UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr.	\$ 10,000,0		\$ 3,320,000 \$ 11,352		\$ 1,670,000		\$ 1,650,000
		Unexpended funds Grant #1301	,		,		-		\$ (5,605
2022-1311-BOD-04-26-22		Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr.	\$ 102,74		\$ 10,275		\$ 10,275		\$ -
2022-1313-BOD-04-26-22	-	Angel View - Improving Access to Primary & Specialty Care Services for Children With Disabilities 1 Yr.	\$ 76,79		\$ 7,680		\$ 7,680 \$ 6,000		\$ - \$ -
2022-1314-BOD-05-24-22 2022-1325-BOD-06-28-22		Voices for Children - Court Appointed Special Advocate Program - 1 Yr. Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 60,00 \$ 150,00		\$ 6,000 \$ 82,500		\$ 67,500		\$ 15,000
2022-1327-BOD-06-28-22		Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,0		\$ 27,500		\$ 22,500		\$ 5,000
2022-1328-BOD-06-28-22		El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,0		\$ 82,500		\$ 67,500		\$ 15,000
2022-1331-BOD-06-28-22		Services - 2 Yrs.	\$ 50,0		\$ 27,500		\$ 22,500		\$ 5,000
2022-1324-BOD-07-26-22 2022-1332-BOD-07-26-22		Galilee Center - Our Lady of Guadalupe Shelter - 2 Yr. Alianza CV - Expanding & Advancing Outreach Through Increasing Capacity Development - 2 Yrs.	\$ 100,00 \$ 100,00		\$ 55,000 \$ 55,000		\$ 45,000 \$ 45,000		\$ 10,000 \$ 10,000
2022-1329-BOD-09-27-22		DPMG - Mobile Medical Unit - 3 Yrs.	\$ 500,0		\$ 450,000		\$ 197,542		\$ 252,458
2022-1350-BOD-09-27-22		JFK Memorial Foundation - Behavioral Health Awareness & Education Program - 1 Yr.	\$ 57,5	41	\$ 5,755		\$ 5,755	5	\$ (0
2022-1355-BOD-09-27-22		The Joslyn Center - The Joslyn Wellness Center - 1 Yr.	\$ 85,0		\$ 8,500		\$ 8,500		\$ 0
2022-1361-BOD-09-27-22		DAP Health - DAP Health Monkeypox Virus Response - 1 Yr. Unexpended funds Grant #1361	\$ 586,72	27	\$ 340,654		\$ 7,659		\$ 332,995 \$ (332,995
2022-1356-BOD-10-25-22		Blood Bank of San Bernardino/Riverside Counties - Coachella Valley Therapeutic Apheresis Program - 1 Yr.	\$ 140,0	00	\$ 77,000		\$ 71,121		\$ 5,879
		Unexpended funds Grant #1356					1,1		\$ (5,879
2022-1358-BOD-10-25-22	<u> </u>	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr.	\$ 110,0		\$ 60,500		\$ -		\$ 60,500
2022-1362-BOD-10-25-22	1	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.	\$ 160,00 \$ 100,00		\$ 124,000 \$ 77,500		\$ 108,000 \$ 22,500		\$ 16,000 \$ 55,000
2022-1326-BOD-12-20-22 2022-1330-BOD-12-20-22	\vdash	TODEC - TODEC's Equity Program - 2 Yrs. OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.	\$ 605,0		\$ 77,500 \$ 468,874		\$ 22,500 \$ 272,249		\$ 55,000 \$ 196,625
2022-1369-BOD-12-20-22		ABC Recovery Center - Cost of Caring Fund Project - 1 Yr.	\$ 332,5		\$ 257,735		\$ 257,735		\$ 130,023
2023-1333-BOD-01-24-23		Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.	\$ 150,0	00	\$ 116,250		\$ 67,500		\$ 48,750
2023-1363-BOD-01-24-23		Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.	\$ 60,0		\$ 33,052		\$ 27,040		\$ 6,012
2023-1372-BOD-02-28-23		Reynaldo J. Carreon MD Foundation - Dr. Carreon Scholarship Program - 1 Yr.	\$ 50,0		\$ 27,500		\$ 27,500		\$ -
2023-1391-BOD-05-23-23 2023-1392-BOD-05-23-23		Lift To Rise - Driving Regional Economic Stability Through Collective Impact - 3 Yrs. Galilee Center - Galilee Center Extended Shelter - 1 Yr.	\$ 900,0 \$ 268,3		\$ 832,500 \$ 207,965		\$ 202,500 \$ 181,131	3	\$ 630,000 \$ 26,834
2023-1393-BOD-06-27-23		DAP Health - DAP Health Expands Access to Healthcare - 1 Yr.	\$ 1,025,7		\$ 1,025,778		\$ 923,200		\$ 102,578
2023-1398-BOD-06-27-23		Desert Healthcare Foundation - Core Operating Support - 1 Yr.	\$ 750,0		\$ 750,000		\$ 750,000	5	\$ -
2023-BOD-06-27-23		Carry over of remaining Fiscal Year 2022/2023 Funds for Mobile Medical Unit Program*	\$ 395,5	24	\$ 395,524		\$ 395,524		\$ -
2023-1399-Mini-07-06-23 2023-1401-Mini-07-07-23		Theresa A. Mike Scholarship Foundation - Mini Grant		\dashv		\$ 10,000 \$ 10,000		Ψ 10,000	\$ - \$ -
2023-1401-Mini-07-07-23 2023-1396-Mini-07-25-23		Word of Life Fellowship Center - Mini Grant Boys & Girls Club of Coachella Valley - Mini Grant		_		\$ 10,000			s -
2023-1389-BOD-07-25-23		Step Up on Second Street - Step Up's ECM/ILOS Programs in the Coachella Valley - 1 Yr.				\$ 64,401		\$ 28,980	\$ 35,421
2023-1394-BOD-07-25-23		CSU San Bernardino Palm Desert Campus Nursing Street Medicine Program - 1 Yr.				\$ 73,422		\$ 66,080 5	\$ 7,342
2023-1397-Mini-08-23-23		Well In The Desert - Mini Grant		_		\$ 10,000			\$ -
2023-1402-Mini-09-05-23 2023-1414-Mini-09-14-23	╁	Ronnie's House for Hope - Mini Grant Desert Access and Mobility, Inc Mini Grant		+		\$ 10,000 \$ 10,000		\$ 10,000 S \$ 10,000 S	\$ -
2023-1414-Willin-09-14-23 2023-1400-BOD-09-26-23		Desert Arc - Desert Arc Health Care Program - 1 Yr.		+		\$ 291,271			\$ 94,663
2023-1404-BOD-09-26-23		Martha's Village and Kitchen - Homeless Housing & Wrap-Around Services Expansion - 2 Yrs.				\$ 369,730		\$ 166,378	\$ 203,352
2023-1405-BOD-09-26-23		Variety Children's Charities of the Desert - Expansion of Core Programs & Services - 1Yr.				\$ 120,852			\$ 12,086
2023-1408-BOD-10-24-23		Coachella Valley Volunteers In Medicine - Ensuring Access to Healthcare - 1 Yr.		4		\$ 478,400			\$ 155,480
2023-1410-BOD-10-24-23 2023-1413-BOD-10-24-23	-	Alianza Nacional de Campesinas, Inc Coachella Valley Farmworkers Food Distribution - 1 Yr. Voices for Children - Court Appointed Special Advocate Program - 1 Yr.		+		\$ 57,499 \$ 81,055		*	\$ 5,749 \$ 8,107
2023-1412-BOD-10-24-23		DPMG - DPMG Health Community Medicine - 2 Yrs.				\$ 1,057,396			\$ 876,622
2023-MOU-BOD-11-04-23		TODEC - Outreach & Linkage to Supportive Mental Health Services - Tropical Storm Hilary - 3 Mos.				\$ 40,000			\$ -
2023-MOU-BOD-11-04-23		Chance Initiative, Inc Outreach & Linkage to Supportive Services - Tropical Storm Hilary - 3 Mos.				\$ 10,000		\$ 10,000	\$ -
2023-1403-BOD-12-19-23	₩	Vision To Learn - Palm Desert & Coachella Valley VTL Program - 1 Yr.		-		\$ 50,000		\$ 22,500	\$ 27,500
2023-1419-BOD-12-19-23 2023-1420-BOD-12-19-23	1	Blood Bank of San Bernardino/Riverside Counties - LifeStream's Attracting New Donors Initiative - 1 Yr. Braille Institute of America - Low Vision Telehealth Services - 1Yr.		\dashv		\$ 104,650 \$ 36,697	†	\$ 47,092 S \$ 16,514 S	\$ 57,558 \$ 20,183
2023-1421-BOD-12-19-23		Olive Crest - General Support for Counseling & Mental Health Services to Vulnerable Children & Families - 2 Yrs.				\$ 359,594		\$ 80,908	\$ 278,686
2024-1430-Mini-02-08-24		Asthma & Allergy Foundation of America St. Louis Chapter - Asthma Newly Diagnosed Kit - 1 Yr.		I		\$ 10,000		\$ 10,000	\$ -
2024-1429-BOD-02-27-24		Desert Cancer Foundation - Patience Assistance Program & Community Outreach - 1 Yr.		_[\$ 163,750			\$ 90,063
2024-1456-Mini-03-06-24	1	The Pink Journey - Rolling with Hope - 1 Yr. Variety Children's Charities of the Desert - Outreach & Future Program Expansion - 2Yrs.	+	\dashv		\$ 10,000 \$ 102,949	 	\$ 10,000 S \$ 23,163 S	\$ - \$ 79,786
2024-1432-BOD-04-23-24 2024-1437-BOD-04-23-24	1	Variety Children's Charities of the Desert - Outreach & Future Program Expansion - 2Yrs. Youth Leadership Institute - Community Advocates for Resilient Emotional Safety - 2 Yrs.		\dashv		\$ 102,949 \$ 100,000	†		\$ 79,786 \$ 77,500
2024-1441-BOD-04-23-24		DAP Health - DAP Health Community Health Workers Build Community Connections - 2 Yrs.		╛		\$ 125,000		\$ 28,125	\$ 96,875
2024-1443-BOD-04-23-24	Ε	Voices for Children - Court Appointed Special Advocate Program - 2 Yrs.		Į		\$ 60,000		\$ 13,500	\$ 46,500
2024-1445-BOD-04-23-24	1	The Joslyn Center - Increasing Behavioral Health Access & Social Connectedness - 2 Yrs.		\dashv		\$ 200,000	-	\$ 45,000	\$ 155,000
2024-1452-BOD-04-23-24 2024-1453-BOD-04-23-24	\vdash	El Sol - Coachella Valley Community Assistance, Resources, & Empowerment Services - 2 Yrs. Vision y Compromiso - Cultivando Community Connections - 2 Yrs.	1	+		\$ 200,000 \$ 199,914	+	\$ 45,000 S \$ 44,980 S	\$ 155,000 \$ 154,934
2024-1455-BOD-04-23-24 2024-1455-BOD-04-23-24	1	Angel View - Outreach Program to Reduce Social Isolation & Loneliness - 2 Yrs.		\dashv		\$ 86,250	1	\$ 19,406	\$ 154,934 \$ 66,844
2024-1431-Mini-04-26-24		Habitat for Humanity - Housing Insecurity Prevention Program for Low Income Coachella Valley Residents - 1 Yr.		╛		\$ 10,000			\$ -
2024-1460-BOD-05-28-24		ABC Recovery Center - Nursing Care and Prescription Medications - 1 Yr.		\downarrow		\$ 150,134		\$ 67,560	\$ 82,574
2024-MOU-BOD-05-28-24 2024-BOD-06-25-24		Desert Healthcare Foundation - Core Operating Support - 1 Yr. Carry over of remaining Fiscal Year 2023/2024 Funds*		+		\$ 750,000 \$ 305,939		\$ 750,000	\$ - \$ 305,939
202-1-000-00-20-24		County over or remaining Fiscal Total 2023/2024 Funds		\dashv		y 305,939		- 3	υ 305,939 Ψ
			\$ 17,229,6	10	\$ 8,944,395	\$ 5,728,903	\$ 5,495,159	\$ 2,635,139	\$ 6,198,521
TOTAL GRANTS			1	-1			L		
	r Grai	nt/Programs - FY 2023-24:		,				Ų.	
Amts available/remaining for Amount budgeted 2023-2024		tt/Programs - FY 2023-24:		╛	\$ 5,000,000			G/L Balance:	6/30/2024
Amts available/remaining for Amount budgeted 2023-2024 Amount granted YTD:	1			1	\$ (5,728,903)			2131	\$ 3,723,520
Amts available/remaining for Amount budgeted 2023-2024 Amount granted YTD:	; Orga	anizational Assessments; HCC Intern - Lideres Campesinas FV 22-23 Carryover Mobile Medical Unit Funds; 1361; 1301; 1356							\$ 3,723,520 \$ 2,475,000



Date: July 23, 2024

To: Board of Directors

Subject: LPMP 5-year Lease Transfer/Renewal – First Choice Physician Partners –

Suite 1W-201

Staff Recommendation: Consideration to approve a 5-year lease with First Choice Physician Partners (FCPP) – Suite 1W-201 and corresponding Lease Termination

Background:

- Dr. Jamieson has been a longstanding tenant of the Las Palmas Medical Plaza.
- Dr. Jamieson is currently in the process of being onboarded by First Choice Physician Partners, a division of Tenet Health.
- As part of the intended transition effective September 1, 2024, FCPP has requested to sign a 5-year lease for the suite.
- Dr. Jamieson's existing lease expires on September 30, 2024, so the new lease would require terminating the existing lease to allow a start date of September 1, 2024.
- The lease rate is \$2.00 sq/ft with annual increases of the greater of 3% or CPI, not to exceed 5%.
- Tenant Improvement allowance is \$10 sq/ft for a total of up to \$12,100.
- The new draft lease agreement and corresponding lease termination agreement are included in the packet for your review.
- At the July 10, 2024, Finance & Administration Committee meeting, the Committee recommended forwarding the agreements to the full Board for approval.
- Staff recommends approval of the 5-year lease agreement and corresponding lease termination agreement.

Fiscal Impact:

Estimated Revenue from Rent and CAMS for life of the base lease - \$216,613. Estimated Cost of Tenant Improvement Allowance \$10/sf - \$12,100. Net Lease Income (base lease) - \$204,513.

OFFICE BUILDING LEASE

Between

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

And

FIRST CHOICE PHYSICIAN PARTNERS AS TENANT

DATED

September 01, 2024

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OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and First Choice Physician Partners, hereinafter referred to as "Tenant", and is dated September 1, 2024.

1. LEASE OF PREMISES.

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

2. DEFINITIONS.

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

- a. Base Rent (Initial): \$ Twenty-Nine Thousand, Forty and 00/100 (\$29,040.00) per year.
- b. Base Year: N/A.
- c. Broker(s):

Landlord's: N/A.

Tenant's: CBRE - 14201 Dallas Parkway, Dallas, Texas 75254.

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

- d. Commencement Date: September 1, 2024.
- e. *Common Areas*: The building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. Expense Stop: <u>NOT APPLICABLE</u>
- g. *Expiration Date*: <u>August 31, 2029</u>, unless otherwise sooner terminated in accordance with the provisions of this Lease.
- h. Landlord's Mailing Address: 1140 N. Indian Canyon, Dr., Palm Springs, CA 92262.

Tenant's Mailing Address: 555 E.Tachevah Dr. 1W-201, Palm Springs, CA 92262

- i. Monthly Installments of Base Rent (initial): \$ Two-Thousand, Four Hundred Twenty and 00/100 Dollars (\$2,420.00) per month.
- j. Project Operating Costs (CAMS): Currently <u>Eighty-Six Cents (\$.86)</u> per square foot per month (NNN).

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- k. Tenant Improvement Allowance (TI): <u>Ten Dollars (\$10.00) per square foot or Twelve Thousand, One Hundred and 00/100 Dollars (\$12,100.00)</u>.
- Parking: Tenant shall be permitted, to park 6 cars on a non-exclusive basis in the area(s) designated by Landlord for parking (for Staff generally in the back of the parking area, perimeter streets, and Wellness Park parking lot). Tenant shall abide by any and all parking lot regulations and rules established from time to time by Landlord or Landlord's parking operator.
- m. *Premises*: That portion of the Building containing a total of approximately <u>1,210</u> square feet of Rentable Area, located in Building <u>1W</u> and known as suite <u>201</u>.
- n. *Project*: The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 555 E. Tachevah Drive, Palm Springs, California 92262. The Project is known as The Las Palmas Medical Plaza.
- o. *Rentable Area*: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- p. Security Deposit (Section 7): \$ Two Thousand, Four Hundred Twenty and 00/100 (\$2,420.00).
- q. State: the State of California.
- r. Tenant's First Adjustment Date (Section 5): The first day of the calendar month following the Commencement Date plus 12 months.
- s. *Tenant's Proportionate Share*: 2.45%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of <u>six</u> building(s) containing a total Rentable Area of <u>49,356</u> square feet.
- t. *Tenant's Use Clause* (Article 8): Medically related and general office use, together with ancillary uses consistent therewith and, subject to Landlord's reasonable approval, any other use the City may allow under the City of Palm Springs zoning.
- u. *Term*: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

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

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

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

4. DELIVERY OF POSSESSION.

Tenant is currently in possession of the Premises pursuant to a prior lease. This lease shall commence on the Commencement Date and supersede the prior lease.

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5. RENT.

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

5.2 Adjusted Base Rent:

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date.
- *b.* Such adjustment shall be the greater of 3% over the preceding year or an adjustment comparative to that of the Consumer Price Index, not to exceed 5% over the preceding year.

5.3 Project Operating Costs (CAMs):

- a. In order that the Rent payable during the Term reflect Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all costs, expenses and obligations attributable to the Project and its operation as set forth in 2i, all as provided below.
- b. During any calendar year during the Term, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this lease, an amount equal to Tenant's Proportionate Share of Project Operating Costs in accordance with the provisions of this Section 5.3.
 - (1.) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b), subject, however, to the Addendum attached hereto.
 - (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operation Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably Approximate the taxes, which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.
 - (b.) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities for the Common Areas; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including

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without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenants); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service; (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs), provided that such charges are based on the full useful life of the capital expenditure, and provided the same are (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by third parties or tenants of the Project, but excluding items specifically set forth on the Addendum. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eightyfive percent (85%) occupied.

- (2.) Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
 - (a.) The intent is that this lease is a triple net lease, in which Tenant pays all Project Operating Costs for the Premises, rather than a gross lease or modified gross lease with a base year. Accordingly, beginning with the first calendar year containing the Commencement Date and for each calendar year thereafter, Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the estimated total Project Operating Costs expected to be incurred by Landlord during such calendar year.
 - (b.) Tenant shall, at Landlord's request, pay as additional rent, an amount equal to Tenant's Proportionate Share of the Project Operating Costs payable during such calendar year, as reasonably estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the Commencement Date based on the amount calculated in accordance with Section 2(i) for the initial calendar year and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Project Operating Costs in subsequent calendar years. It is the intention hereunder to estimate from time to time the amount of the Project Operating Costs for each calendar year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Project Operating Costs incurred for such calendar year.
 - (c.) On or before April 1 of each calendar year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth the actual amount constituting Tenant's Proportionate Share of the Project Operating Costs for the preceding calendar year. If Tenant's Proportionate Share of the actual Project Operating Costs for the previous calendar year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within thirty (30) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Project Operating Costs for such preceding calendar year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

(d.) Tenant's Proportionate Share of Project Operating Costs in any calendar year have	ving less than 365 days
shall be appropriately prorated. If any period during the Term includes a partial	calendar year, Tenant's
Proportionate Share shall be prorated to represent only the partial year in which	Tenant is in possession
of the Premises.	

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- (e.) Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's records related to all Project Operating Costs and associated accounting in accordance with the provisions set forth on the Addendum. Tenant agrees to pay the cost of such audit unless it reveals an overstatement of Project Operating Costs by more than five percent (5%).
- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as provided for payment of Tenant's Proportionate Share under the applicable provisions of Section 5.3(2)(b) and (c) above.
- 5.4 Definition of Rent: The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America. Landlord shall provide Tenant with no less than 10 business days' notice of any change in such payment address.
- 5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon the termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 Taxes Payable by Tenant: In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to this Lease, including: (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than the Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.
- 5.7 Tenant Improvement Allowance: In recognition of Tenant completing the contemplated tenant improvements to the Premises as mutually agreed by Landlord and Tenant (the "Tenant Improvements"), Landlord shall provide Tenant with a total Tenant improvement allowance not to exceed that set forth in Section 2j upon completion of the Tenant Improvements. Landlord will pay the allowance to Tenant upon Landlord's satisfactory receipt of paid invoices (and inspection by Landlord or its Property Management company verifying that work has been satisfactorily completed). Any additional tenant improvements will be at the sole expense of the Tenant. Tenant Improvements shall conform to a high quality of design as approved by Landlord prior to commencement of work and shall be performed by a licensed General Contractor reasonably approved by Landlord. Tenant shall submit plans and specifications for the Tenant Improvements to Landlord, and where necessary, the City of Palm Springs and other applicable government agencies for their required approval (if any) prior to commencement of work. Tenant and the General Contractor shall indemnify and hold Landlord and its officers, agents and employees harmless from any liability resulting from the Tenant Improvement work, exclusive of the gross negligence or willful misconduct of any such indemnitee, and Landlord shall be named as an additional insured on the liability insurance policy of both the Tenant and the General Contractor. All work shall be performed in accordance with applicable law, including any applicable prevailing wage and competitive bid statutes governing the work undertaken by Tenant.

6. INTEREST AND LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such regular installment of monthly Rent is not received by Landlord, Tenant shall pay Landlord a late charge equal to five percent (5%) of such installment of Rent. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. Notwithstanding anything to the contrary, the foregoing late fee and interest shall not apply under the tenth (10th) day following the date that such payment is due, except that with respect to any regular installment of Rent, such grace period shall not apply more than two (2) times in any twelve (12) month period.

7. SECURITY DEPOSIT.

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

If Tenant fails to pay Rent or other amount prior to the 10th day following the date when due and payable under this Lease, or fails to perform any of the terms hereof following notice and an opportunity to cure, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or uncured breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit in lieu of any other remedy Landlord may have by reason of Tenant's default or breach. However, (i) any grace period or cure prior provided for in this paragraph shall not apply more than twice in any twelve (12) month period (and after such time, Landlord may disregard such grace period or opportunity to cure and immediately exercise its rights to utilize the Security Deposit under this paragraph upon the next event allowing such action), and (ii) if Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand, therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an event of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, after reduction of any losses incurred by Landlord, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest in such Security Deposit under this Lease, to the last assignee of Tenant.

If Landlord sells its interest in the Premises, Landlord may deliver the Security Deposit to the purchaser of Landlord's interest and thereupon, Landlord shall be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of applicable law or any covenant, condition or restriction affecting the Building or Project, or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any such violative use of the Premises. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in

any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything, which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein (except for any use permitted by Tenant's Use Clause), and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. Except as permitted in Tenant's Use Clause, Tenant shall not do or permit anything to be done in or about the Premises which will obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or that will injure or annoy them, or, except as permitted in Tenant's Use Clause, use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES.

The Premises are separately metered for utility services, and subject to the Rules and Regulations of the Building or Project, electricity, water, telephone and heating, ventilation and air conditioning ("HVAC") as required for the comfortable use and occupancy of the Premises are available, at Tenant's expense, on a 24/7 basis. Tenant is responsible for the cost of directly metered utility service to the Premises, and Landlord is not responsible for the provision of services within the Premises, and Landlord shall not be liable for a loss of or injury to property or business in connection with or incidental to the failure of utility companies to provide such services to the Premises. Except to the extent arising as a direct result of the negligence or intentional conduct of Landlord, Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (I) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project.

Landlord shall be responsible for maintaining the HVAC system, at Landlord's sole cost and expense. However, if Tenant uses heat generating machines or equipment in the Premises which unreasonably and unusually affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the actual additional cost incurred by Landlord in connection with the provision thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Landlord shall also maintain and keep lighted, cooled and heated the common stairs, common entries and restrooms in the Building, which costs are reimbursed as Project Operating Costs. With respect to Common Areas within the Building, Landlord shall furnish elevator service, lighting replacement for standard lights, restroom supplies, window washing and janitor services of common area in a manner that such services are customarily furnished to comparable office buildings in the area.

Tenant is responsible for janitorial services within the Premises, at its sole cost and expense.

10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession of the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date; provided, however, that nothing herein shall eliminate Landlord's obligation to provide habitable Premises to Tenant, or otherwise interfere with Tenant's right to quiet enjoyment. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without

limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE.

a. Landlord's Obligations: Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building. Landlord represents and warrants to Tenant that to the reasonable knowledge of the Landlord, the Building is in good condition and repair, and complies (including the Common Areas) with all applicable laws, rules and regulations.

b. Tenant's Obligations:

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

f.	Except as otherwise expressly provided in this Lease, Landlord shall ha	ave no liability to Tenant no	r shall Tenant's
	obligations under this Lease be reduced or abated in any manner wl	hatsoever by reason of any	inconvenience,
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annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises, Landlord shall use reasonable efforts to minimize any interference with Tenant's business in the Premises.

- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use (exclusive of normal wear and tear) or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS.

- a. Tenant shall not make any material additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. For purposes of this Lease, alterations and modification shall be material if they (i) exceed \$25,000 in value, (ii) involve areas not entirely within the interior of the Premises, or (iii) impact any structural components of the Building. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and, where required by law, payment of prevailing wages, competitive bidding, licensed personnel, and such work shall be diligently prosecuted to completion (subject to force majeure). Landlord may, at Landlord's option, require that any structural work be performed by a contractor approved in writing by Landlord. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, as applicable, an administrative fee of no more than fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises by Tenant, and shall keep the Premises, Building and Project free and clear of liens of any kind as a result of any failure to pay such costs. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant (excluding those performing work that is the responsibility of Landlord hereunder).

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

c. Landlord may require, at Landlord's sole option, for work in excess of \$100,000, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.5) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligations under Section 12b to keep the Premises, Building and Project free of all liens.

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d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. Notwithstanding anything to the contrary herein, all movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and remain the property of Tenant and may be removed by Tenant at any time during or upon expiration of the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS.

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

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

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

- a. To name the Building and Project and to change the name or street address of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project (exclusive of the interior of the Premises); provided, however, that Tenant shall be entitled to signage marking its premises in the lobby of the Building and the exterior of the Premises (in accordance with the standard Building policy);
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults, safes and private offices or other areas in which protected health information (PHI) is stored or maintained (which area will not be assessable to Landlord without notice and opportunity for Tenant to be present and take appropriate precautions to prevent disclosure of PHI in accordance with HIPAA Privacy Rules);
- d. At any time during the Term, and on reasonable prior notice to Tenant (of not less than 24 hours), to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; provided, however, that at no point will Landlord have access to areas containing PHI; and

e.	Subject to reasonal	ble w	ritten noti	ce to	Ten	ant (of no	ot le	ess than 2	24 hours, e	except	in the	event of an i	argent need	1 oı
	emergency), enter	the	Premises	for	the	purpose	of	making	inspectio	ons, re	pairs,	alterations,	additions	01

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improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system) consistent with this Lease, and to take all steps as may be reasonably necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be reasonably necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts to minimize interference with Tenant's business in the Premises in the course of any such entry, and further agrees that in no event shall Landlord be entitled to access areas containing PHI without providing Tenant with advance notice in which to protect the privacy and confidentiality of such material in accordance with HIPPA rules. For avoidance of doubt, where repairs are requested by Tenant, 24-hours advance notice will not be required for Landlord's entry into the Premises (however, Landlord and Tenant shall reasonably cooperate to schedule a mutually acceptable time for entry where possible).

16. ASSIGNMENT AND SUBLETTING.

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

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall at the option of Landlord terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord. Notwithstanding the foregoing, Tenant shall be permitted to sublease the Premises, and Landlord hereby expressly consents to such sublease, to (i) individual physicians performing services at the Premises in connection with the Permitted Use, and/or (ii) to Tenet Physician Recourses, First Choice Physician Partners or another affiliated entity responsible for the operations at the Premises; provided, however, that in either case Tenant shall not be released from its obligations under this Lease.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises (other than as contemplated in (a) above), Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. With respect to any sublease or assignment to an entity that is not an affiliate of Tenant, Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, to terminate this Lease as to the portion of the Premises that is the subject of the proposed assignment or sublease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:
 - (1.) Landlord shall have verified that such subtenant or assignee does not propose a reputational risk for Landlord or the Premises and if Tenant is to be released from all or any portion of its obligations under this Lease in connection with such arrangement, Landlord must approve the financial condition of the proposed assignee or sublessee on terms and conditions at the discretion of the Landlord:
 - (2.) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
 - (3.) No assignment or sublease shall be valid, and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord; and
 - (4.) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained.
- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any

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corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.

- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

17. HOLDING OVER.

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

18. SURRENDER OF PREMISES.

- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, (iii) loss by condemnation, and (iv) compliance with the requirements of this Lease (including Section 13.a.). In connection with the expiration of the Term, Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.

19. DESTRUCTION OR DAMAGE.

a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed with ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees,

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contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.

- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord shall provide notice to Tenant within thirty (30) days after the date of such fire or other casualty, and either Landlord or Tenant may elect, in writing to the other party, to terminate this Lease. If neither party provides such written notice within 10 days following Landlord's notification, Landlord shall promptly repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord shall provide notice to Tenant within thirty (30) days after the date of such fire or other casualty, and either Landlord or Tenant may elect, in writing to the other party, to terminate this Lease. If neither party provides such written notice within 10 days following Landlord's notification, this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration, and replacement of any other Leasehold Improvements and Tenant's Property, except where caused by the gross negligence and willful misconduct of Landlord (in which case Landlord shall be obligated to restore or repair the same). Except as provided herein, Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building, or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building, or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absent of express agreement, shall have no application.

20. EMINENT DOMAIN.

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

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c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking. Tenant shall be responsible at its sole cost and expenses for the repair, restoration, and replacement of any other Leasehold improvements and Tenant's Property.

21. INDEMNIFICATION.

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

22. TENANT'S INSURANCE.

- All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and qualified to do business in the State (for avoidance of doubt, Landlord acknowledges that Tenant's current insurance program and the insurance companies providing such insurance are acceptable to Landlord). Each liability policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees, and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives. A certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the Commencement Date, and thereafter within thirty (30) days after any demand by Landlord therefore as necessary to evidence continuing coverage. Tenant shall furnish Landlord with renewals or "binders" of any such policy prior to the expiration thereof. Tenant agrees that if Tenant does not maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty percent (20%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee, and Tenant as required by this Lease.
- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise, and other personal property

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from time to time in, on, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) above be paid to Landlord, and the proceeds under (ii) above be paid to Tenant.

- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for, and maintain in effect worker's compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation, or condition of the Premises, and the operations of Tenant in, on, or about the Premises, providing broad form property damage coverage for not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) each accident.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall review, and may mutually agree to increases in, Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION.

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

24. SUBORDINATION AND ATTORNMENT.

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

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

25. TENANT ESTOPPEL CERTIFICATE.

Within thirty (30) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying: (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) based on Tenant's actual present knowledge, that Landlord is not in default hereunder or, if Landlord is claimed to be in default,

stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee, or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has not right of offset, counter-claim, or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST.

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

27. DEFAULT.

- 27.1. *Tenant's Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
 - a. If Tenant abandons the Premises: or
 - b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
 - c. If Tenant fails to promptly and fully perform any other covenant, condition, or agreement contained in this lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (provided, however, that if such covenant, condition or agreement is not capable of being remedied within such 30 day period, and Tenant is diligently pursuing the remediation or cure of such condition, such 30-day period shall be extended to allow a sufficient time period to address such condition, provided that the cure period, in the aggregate shall not exceed 60 days); or
 - d. If a writ of attachment or execution is levied on this Lease; or
 - e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
 - f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody, or control of Tenant or any substantial part of its property and such jurisdiction, custody, or control remains in force unrelinquished, unstayed, or unterminated for a period of forty-five (45) days; or
 - g. If in any proceeding or action in which Tenant is not a party, a trustee, receiver, agent, or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property;
 - h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above; or

- 27.2. *Remedies.* In the event of Tenant's default hereunder, then, in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:
 - a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
 - b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
 - c. Re-enter the Premises under the provisions of subparagraph b and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

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

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

- (1.) Past Rent. The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
- (2.) Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (3.) Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant provides could be reasonably avoided; plus
- (4.) Proximately Caused Damages. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses (including attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions. Except as expressly provided for in the preceding sentence, in no event shall Tenant be liable for consequential, punitive, speculative or special type damages, and Landlord expressly waives the same.

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

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

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

28. BROKERAGE FEES.

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

29. NOTICES.

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

30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby.

31. RELOCATION OF PREMISES.

Where Landlord reasonably determines that it is necessary for the benefit of the Building, Landlord or to otherwise comply with the terms of this Lease (including in the event of a casualty event), Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

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- a. The new premises shall be substantially the same in size, dimension, configuration, decor and nature as the Premises described in this Lease, considering the improvements made in connection with this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
- b. Landlord shall give Tenant at least sixty (60) days written notice of Landlord's intention to relocate the Premises.
- c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday and shall be undertaken at Landlord's expense. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately; however, for avoidance of doubt, this provision is not intended to modify subsection a. above, and Tenant shall not be required to accept space that is substantially smaller than the Premises contemplated under this Lease.
- f. Following relocation, the parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base Rent, if any.

32. QUIET ENJOYMENT.

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

33. OBSERVANCE OF LAW.

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

34. FORCE MAJEURE.

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

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35. CURING TENANT'S DEFAULTS.

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

36. SIGN CONTROL.

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

37. MISCELLANEOUS.

- a. Accord and Satisfaction; Allocation of Payments: No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda*: If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. Attorneys' Fees: If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. *Captions, Articles and Section Numbers*: The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. Intentionally Omitted.
- f. Choice of Law: This Lease shall be construed and enforced in accordance with the laws of the State of California.
- g. *Consent*: Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
- h. *Corporate Authority*: Each individual signing this Lease on behalf of Tenant or Landlord represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation, and that this Lease is binding on Landlord or Tenant, as applicable, in accordance with its terms.

- i. *Counterparts*: This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. Execution of Lease; No Option: The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
- k. Furnishing of Financial Statements; Tenant's Representations: Tenant has previously provided information to Landlord regarding Tenant's current financial condition. Notwithstanding the foregoing or any provision of the Lease to the contrary, in no event shall Tenant be required to provide sales reports or other financial reports relating to activities from or within the Premises. So long as Tenant is an affiliate of Tenet Healthcare Corporation and Tenet Healthcare Corporation remains a publicly traded corporation, Tenant shall not be required to provide financial statements to Landlord.
- l. Further Assurances: The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- m. Mortgagee Protection: Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- n. *Prior Agreements*; *Amendments*: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- o. Recording: Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- p. Severability: A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- q. *Successors and Assigns*: This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- r. Time of the Essence: Time is of the essence of this Lease.
- s. *Waiver*: No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
- t. *Compliance*: The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

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

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

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

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

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

Date:		Date:	
Landlord:	Desert Healthcare District	Tenant:	First Choice Physician Partners
	dba: Las Palmas Medical Plaza		
By:	Chris Christensen	Ву:	Philipp Ludwig
Signature:		Signature:	
Title:	CEO	Title:	Chief Executive Officer

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

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

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EXHIBIT "A"

RULES AND REGULATIONS

1. No sign, placard, pictures, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building (excluding the interior of the Premises) without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice not consented to by Landlord without notice to and at the expense of Tenant.

All approved signs or lettering on entry door and directory shall be printed, painted, affixed, or inscribed at the expense of Landlord by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard interior window covering at all exterior windows. Tenant may, if not provided by Landlord, provide privacy screens on any window in order to protect patient privacy and all PHI.

- 2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
- 3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises, except as necessary to protect PHI.
- 4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of the rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
- 5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
- 6. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
- 7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substances in the Premises, or permit or suffer the Premises to be occupied or used in a manner reasonably offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or unreasonably interfere with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.
- 8. The Premises shall not be used for storage of merchandise, for washing clothes, for lodging or for any improper, objectionable or immoral purposes. Food service within the Premises shall be limited to coffee, microwave reheating, food delivery and other typical office uses. Food items must be secured in containers for clean and healthy conditions.
- 9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
- 10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

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- 11. Tenant shall have access to the Building and Premises 24-hours a day, seven days a week. However, on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.
- 12. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or illegal drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
- 13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.
- 14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
- 15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
- 16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address or to provide general directions to Tenant's Premises.
- 17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
- 18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

Landlord's Initials	Tenant's Initials

ADDENDUM

Addendum to that certain Office Building Lease dated September 01, 2024, by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and First Choice Physician Partners as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

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LANDLORD AND TENANT ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE ADDENDUM LANGUAGE AND THE BODY OF THE LEASE, THE ADDENDUM LANGUAGE SHALL PREVAIL.

1. Commencement Date: September 1, 2024

2. Expiration Date: August 31, 2029

3. Rent Schedule: 9/1/2024 – 8/31/2025 \$2,420.00

9/1/2025 - 8/31/2026 \$2,492.60* 9/1/2026 - 8/31/2027 \$2,567.38* 9/1/2027 - 8/31/2028 \$2,644.40* 9/1/2028 - 8/31/2029 \$2,723.73*

*Estimate: Increase to be greater of 3% or CPI (not to exceed

5%)

4. CAMs: \$.86 per square foot (NNN), subject to adjustment each

calendar year as provided for in the Lease

5. Tenant Audit Rights. Except in the case of fraud or willful misrepresentation, any objection by Tenant to a statement of Operating Costs provided by Landlord or to any information reported in it shall be deemed waived if not raised by notice to Landlord within 1 year after delivery of the statement. After giving such notice, Tenant shall have the right to audit Landlord's books and records with regard to Operating Costs for the calendar year to which the statement relates. Such audit shall occur at the location of Landlord's accounting records, during Landlord's regular business hours and on reasonable prior notice. The audit may be conducted by Tenant's employee or a reputable certified public accountant that has experience reviewing financial operating records of office building landlords, provided that neither shall be retained on a contingency or performance bonus basis. The audit must be completed not later than 90 business days after such books and records are made available for inspection. Any audit report prepared by Tenant's auditor shall be delivered concurrently to Landlord and Tenant within the 90-day period.

Either party may dispute the results of such audit by giving notice to the other within 30 days of receipt of the full complete audit report. Landlord and Tenant shall negotiate in good faith to resolve the dispute. The audit shall be performed at Tenant's sole cost and expense, unless after resolution of all disputes it is determined that Tenant's proportionate share of any item of

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operating costs shown on the disputed statement of Operating Costs exceeds the correct amount by more than five percent (5%) of the amount shown on the disputed statement, in which case Landlord shall pay reasonable and verifiable costs and expenses relating to the audit.

6. Security Deposit: Two Thousand, Four Hundred Twenty and 00/100 Dollars (\$2 (\$2,420.00)

- Exclusion from Operating Costs. The following items to be excluded from operating costs: (a) ground lease rent; (b) depreciation and amortization; (c) marketing costs (including attorneys' fees, space planners' fees, real estate brokers' commissions, marketing and advertising expenses) incurred in connection with negotiation and preparation of letters, deal memos, letters of intent, leases, subleases, assignments or other transactions with present or prospective tenants or other occupants of the Building; (d) costs or expenses resulting from the violation of this Lease by Landlord, or the violation of other tenants of the provisions of their leases (excepting, however, the cost of any reasonable insurance deductible permitted by this Lease, if such violation results in an insured loss); (e) overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods or services in the Building to the extent same exceeds the costs of such services rendered by unaffiliated third parties on a competitive basis; (f) interest, principal, points and fees on debts, or amortization on any mortgage (first or otherwise) or other debt instrument encumbering the Building or the real property on which it is situated; (g) costs arising from the negligence or fault of: other tenants; Landlord or Landlord's agents; or, any vendors, contractors or providers of materials or services selected, hired or engaged by Landlord or Landlord's agents (including, without limitation, the selection of building materials); (h) Landlord's charitable or political contributions; or (i)wages and costs of personnel that furnish services to the Building and other properties owned by Landlord or its affiliates, unless such wages and costs are equitably apportioned between the Building and such other properties. By way of example, it is understood this would exclude general repairs and services to HVAC units throughout the Las Palmas Medical Plaza.
- 8. Compliance. Landlord and Tenant enter into this Lease with the intent of conducting their relationship and implementing the agreements contained herein in full compliance with applicable federal, state and local law, including without limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other. If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith to modify the terms of this Lease to comply with applicable law.
- 9. Early Termination. Landlord, as ground lessor, and Tenet HealthSystem Desert, Inc., as ground lessee, are parties to that certain Hospital Lease Agreement dated May 30, 1997 (the "Ground Lease"). Tenant is an affiliate of Tenet HealthSystem Desert, Inc. ("Ground Lessee"), and would not have a need for the Premises or its operations, or otherwise be a tenant of Landlord, but for

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the existence of the Ground Lease. Accordingly, if at any time the Ground Lease terminates, for any reason other than a termination by Landlord pursuant to Section 8.4(a) of the Ground Lease following a material and uncured event of default by Ground Lessee, then Tenant shall have the immediate right to terminate this Lease upon not less than 60 days notice to Landlord. In such event, Tenant shall specify the termination date in Tenant's notice to Landlord, and upon such date Tenant shall surrender the Premises to Landlord in accordance with Section 18, this Lease shall automatically terminate (with such specified date becoming the Termination Date hereunder).

The foregoing is	hereby agreed to and accepted:		
Date:		Date:	
Landlord:	Desert Healthcare District dba: Las Palmas Medical Plaza	Tenant:	First Choice Physician Partners
Ву:	Chris Christensen	By:	Philipp Ludwig
Signature:		Signature:	
Title:	<u>CEO</u>	Title:	Chief Executive Officer
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LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT is made and entered into as of August 31, 2024 (the "Effective Date"), by and between **DESERT HEALTHCARE DISTRICT**, a political subdivision of the State of California ("District"), and **PETER JAMIESON**, **M.D.** ("Tenant"), with reference to the following facts:

- A. The District and Tenant are parties to that certain Office Building Lease (Building IW Suite 201) in the Las Palmas Medical Plaza, Palm Springs, California, dated October 1, 2019 ("Lease"), with an expiration date of September 30, 2024.
- B. The Tenant has requested to allow First Choice Physician Partners ("FCPP"), a division of Tenet Health, to sign a new lease for 1W Suite 201 effective as of September 1, 2024.
- C. The District has determined that it would serve the best interests of Tenant and the District to enter into a Lease Termination Agreement to allow the new lease to commence as of September 1, 2024, on the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Lease Termination</u>. Effective August 31, 2024, the Lease is hereby terminated, subject to successful execution of a new lease agreement between the District and First Choice Physician Partners, a Division of Tenet Health.
- **2. Payment.** Outstanding deferred rent and other fees payable as of lease termination date shall be payable by tenant to the District, with said payments being made no later than lease termination date.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement as of the Effective Date.

"District":	DESERT HEALTHCARE DISTRICT
	By:
	Name:
	Title:
"Tenant":	
	PETER JAMIESON, M.D.



Date: July 23, 2024

To: Board of Directors

Subject: Consideration to approve revised language for Goal #6 of the District's 2021-

2026 Strategic Plan.

Staff Recommendation: Consideration to approve revised language for Goal #6 of the District's 2021-2026 Strategic Plan.

Background:

- The District developed a 5-year strategic plan, which includes Goal #6 related to being responsive to and supportive of selected community initiatives that enhance the environment in the District's service area.
- Strategies 6.1 and 6.2 specifically state for the District to "Play a role in raising awareness of the impact of air and poor water quality...".
- At the District's July 09, Strategic Planning Committee meeting, the Committee recommended revising the language of Strategies 6.1 and 6.2 to read "Play a role in raising awareness and addressing the impact of air and poor water quality...".
- Staff recommends the suggested revision to Goal #6 of the District's Strategic Plan.

Fiscal Impact:

None

Refined Goals and Strategies (Cont'd)

- Goal 6: Be responsive to and supportive of selected community initiatives that enhance the environment in the District's service area.
 - Strategy 6.1: Play a role in raising awareness and addressing the impact of air quality in the Coachella Valley and the health of community residents and be a catalyst for community organizations to implement solutions. (High Priority)
 - Strategy 6.2: Play a role in raising awareness and addressing the impact of poor water quality in the Coachella Valley on the health of community residents and be a catalyst for community organizations to implement solutions. (High Priority)
 - Strategy 6.3: Collaborate with and support public organizations in the Coachella Valley to address social determinants of health related to the environment (air quality, water quality and shelter).







Date: July 23, 2024

To: Board of Directors

Subject: Engagement Letter with Hanson Bridgett LLP to provide advice and counsel

on the proposed covenant not to compete clause of the Desert Regional Medical Center (DRMC) lease purchase agreement (LPA) - \$840/hour.

Staff Recommendation: Information Only.

Background:

• The District is in on-going negotiations with Tenet in development of a lease purchase agreement.

- The covenant not to compete is a provision of the LPA with significant concern and comments at the District's community meetings.
- Community members have expressed concern about the legality of the covenant not to compete.
- As an added level of review of the covenant, the District Board directed staff to
 engage an additional legal counsel to provide advice and counsel to support the
 District.
- Staff has connected with Claire Collins, Hanson Bridgett LLP, to assist in this engagement.
- Included in the packet is an executed Engagement Letter with Hanson Bridgett LLP.

Fiscal Impact:

\$840/hour legal expense included in the FY24-25 budget.

CLAIRE H. COLLINS
PARTNER
DIRECT DIAL (213) 395-7650
E-MAIL ccollins@hansonbridgett.com



July 18, 2024

VIA E-MAIL c/o jeff@jeffscottlaw.com

Chris Christensen, CEO Desert Healthcare District 1140 N. Indian Canyon Drive Palm Springs, CA 92262

Re: Engagement Letter & Fee Agreement

Dear Mr. Christensen:

Thank you for the opportunity to represent Desert Healthcare District ("District"). This letter will confirm your engagement of Hanson Bridgett LLP to provide advice and counsel on a proposed covenant not to compete, and any related matters as requested by the District or its counsel. We look forward to working with you in pursuing these legal objectives. If we can assist the District in other areas, please let me know.

I will be the attorney responsible for this matter. My billing rate is \$840 per hour. When appropriate, we use attorneys, paralegals, and legal research assistants at different hourly rates to handle work commensurate with their experience and expertise. Our billing rates are reviewed annually and may be adjusted periodically. A list of the hourly rates for the attorneys, paralegals and legal research assistants assigned to this matter is available upon request. I will review your invoices for accuracy and maintain responsibility for the attorney-client relationship.

Our invoices contain a detailed narrative of the services rendered, together with the name of the attorney or paralegal involved, the time spent, and the amount charged. We recommend that you treat our invoices as confidential documents and safeguard them appropriately. In this matter, you have asked that invoices be directed to your attention.

Because the District is a public agency, we will waive our traditional retainer deposit for this matter. However, the District will be expected to pay all invoices within 30 days. Please refer to the attached Billing and Policy Summary for additional details regarding our representation, including an agreement to arbitrate disputes. Any additional matters we agree to handle for the District will be governed by the terms of this letter agreement. The effective date of this letter agreement is the date on which our services commenced; the date of this letter on page 1 is for convenience of reference only.

We realize there are many qualified firms to choose from and are pleased you have selected our firm to assist you with your matter. We care deeply about our clients and our goal since the firm's founding in 1958 has been to provide exceptional client service. We welcome Desert Healthcare District as a valued client and look forward to assisting in the achievement of its

Desert Healthcare District July 18, 2024 Page 2

objectives. You can obtain more information about my background and our firm's services from our website, www.hansonbridgett.com.

Very truly yours,

Claire Hervey Collins

Craine Collins

Partner

Attachment

CONFIRMATION

I have read and understand this Engagement Letter/Fee Agreement and the attached Billing and Policy Summary. I hereby confirm the engagement of Hanson Bridgett LLP to represent Desert Healthcare District in accordance with its terms.

DESERT HEALTHCARE DISTRICT

By: Chris Christensen

Print Name: Chris Christensen

Title: CEO

Date: 07.18.2024

To facilitate your acceptance of the foregoing, you may simply reply to this e-mail message with "approved on behalf of Desert Healthcare District" and your name. We will consider your reply message to constitute your acceptance and agreement with the terms of this letter.



Billing and Policy Summary

- 1. <u>Billing Practices</u>. We have learned from experience that the attorney-client relationship works best when clients receive a full explanation at the outset about fees and payment terms. California law requires written fee agreements in many cases, and we have found that our clients prefer to have them even when not legally required. This "Billing and Policy Summary" sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. In addition, you should direct any future questions about our billing practices or any particular invoices to me.
- **2.** Fees. Except as otherwise agreed with a client, we bill for our services on an hourly basis. We account for our time in tenth-of-an-hour increments, and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. On occasion, we may utilize contract employees to assist in providing legal or paralegal services, working under our direct supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually and may be adjusted periodically.
- 3. Other Charges. Depending on the matter, we may have to use various in-office support systems and outside services. Therefore, you may incur and be billed for costs in addition to professional fees, subject only to written policies regarding the billing of disbursements that a client may provide to us in advance of the engagement. These expenses are billed at the actual cost with no additional mark up to you. Usually we bill such charges to a client's account at the time they are incurred. Examples include photocopying, overnight delivery, messenger services, computer research, travel expenses, court filings, court reporting and data storage. We reserve the right to make periodic adjustments to these charges. In some matters, we may retain outside vendors, such as experts, consultants or other third-party vendors, to assist us in our representation of you. We may require you to pay the invoices of any such outside vendors directly, or we may require you to pay us an additional retainer that we will hold in our client trust account and use to pay any third-party vendor expenses that we incur on your behalf. We may periodically require you to replenish this sum to ensure sufficient funds are available for ongoing costs. At the conclusion of our representation, we will deduct any outstanding vendor expenses incurred on your behalf from the vendor expenses retainer and refund the remaining balance to you.
- **4. Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Such estimates should not be viewed as a maximum or minimum fee quotation, unless we expressly confirm so in writing.
- **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate, bankruptcy, and trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.

- 6. Payment Terms. Payment is due upon presentation of the invoice, irrespective of any eventual reimbursement of all or a portion of your fees and costs by a third party. Invoices that remain unpaid after thirty (30) days from the invoice date are subject to a late payment charge of ten percent (10%) per year. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.
- Litigation Retainer. In the event the matter we are handling for you goes to trial, 7. arbitration or another type of significant hearing, we may require you to provide to us an additional advance payment retainer, which we will deposit in our client trust account maintained in accordance with State Bar rules. We will continue to issue an invoice to you for fees and expenses incurred in the previous month and deduct that sum from the amount held in the trust account. You agree to replenish the retainer amount within thirty (30) days of your receipt of our monthly billing statement. At the conclusion of our representation of you, we will apply the retainer held in our client trust account to your final bill. You will be responsible for any remaining amount due over and above the retainer. If no amount remains due after the retainer funds have been applied to the final invoice, or if the amount of the retainer exceeds the final balance due, we will refund to you the balance.
- 8. Credit Report. By executing this engagement letter, you agree that we have the right to obtain a consumer report from a recognized credit reporting agency. Should we choose to obtain such a report, it would be for the purposes of extending credit to you or to review or collect a past due account.
- **Insurer's Role.** If you are insured for all or part of the costs of our representation, we will work with you to provide the insurer with the necessary information regarding the claim. However, insurers frequently assert, rightly or wrongly, that they are not obligated to pay for all fees and costs or to pay them on a current basis. For this reason, our fees and costs will be billed to you and payment will be due from you on a current basis, irrespective of any eventual reimbursement of a portion of your fees and costs by your insurer.
- 10. Preservation of Electronic Information. If your engagement includes a litigation matter, it is possible that it will involve electronic discovery. Under California and federal law, the obligation to provide discovery of electronic information carries with it the obligation to preserve such information. Failure to preserve all electronic and paper information that is later determined to be of potential importance to pending or threatened litigation can result in a range of sanctions, including, in extreme cases, the sanction of an adverse judgment. This evidence may also turn out to be critical to your ability to prove facts that support your position in the case, or disprove facts that the opposing party offers. Many electronic document storage systems contain programs that automatically overwrite or delete data. It is therefore important that you take appropriate steps to ensure that all information and electronic data that may be relevant is not lost, deleted, or destroyed. We will conduct an assessment of your electronic information systems. The assessment will include an initial evaluation and an in-depth identification of sources of relevant information. In the meantime, we recommend that normal document disposition policies, or automatic purging of electronic records, be suspended as to the matters at issue in any pending or threatened litigation until the matter is concluded. Please contact me for our additional fee schedule for assistance with collecting and processing electronically stored information as needed in your matter.
- Conflicts Review. We have performed a computerized check of potential conflicts of 11. interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of

any conflicts of interest at this time. If you later learn of any additional parties with an interest in this matter, you should notify us immediately so that we can be certain that they create no problem with this representation. We will conduct a similar search with respect to each new matter you may refer to the firm.

- **Identity of Client.** Our engagement is with the person or entity to whom this letter is addressed. Unless otherwise agreed to in writing, we do not represent any parent, subsidiary, affiliate, directors, officers, or other related person or entity as a client. We do not regard a representation adverse to a parent, subsidiary, affiliate, director, officer, or other related person or entity as being adverse to you.
- 13. **Advance Waiver.** Given the scope of our firm wide business and client representations, it is possible that during or after the time we represent you, some of our present or future clients will ask us to represent them in disputes or transactions with or involving you which are substantially unrelated to our representation of you. We understand that you have no objection to our representation of parties with interests adverse to you, and that you consent to such representations and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to you. Accordingly, you agree that (i) we can in the future represent existing or new clients in any matter, including litigation or other disputes, so long as the matter is not substantially related to our work for you, even if those other clients' interests are adverse to you in the other matter; (ii) we may obtain confidential information of interest to you in these other matters that we cannot share with you; and (iii) you waive any conflict of interest that might arise from any of these representations and will not seek to disqualify us in or assert a conflict of interest with respect to any of those representations.

We agree, however, that your consent to, and waiver of such representations shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage or potential material disadvantage.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to you while employed by other law firms or organizations. We assume, unless you notify us otherwise, and consistent with our ethical standards, that you have no objection to our continuing representation of you notwithstanding our lawyers' prior professional relationships, provided we timely implement an ethical screen consistent with our customary practices to prohibit those lawyers from participating in your matter and we provide you with written notice of our implementation of the ethical screen.

- Cooperation. To perform our services effectively, we require the support of each client. 14. You can assist us by keeping us fully informed as to facts and developments relevant to our representation of you and to each matter assigned. It is essential that each client (as well as any employees or representatives) provide us with accurate and complete information, including written materials when requested, and that each client make its personnel available to the extent required. Failure to assist in this way may affect our ability to represent a client adequately, and could result in our withdrawal as legal counsel.
- No Warranty of Result. We cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services. We do not ordinarily undertake to keep clients informed about subsequent developments or changes in law once the

matter in question has concluded. If you would like us to do so, please inform us in writing so that we can make the necessary arrangements to provide this service.

- 16. Return and Disposition of Files. After our services conclude, we will, upon your request, deliver to you the files that we created in providing representation to you, along with any funds or property of yours in our possession. If you do not request the files, we will retain them for a period of five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files.
- 17. Dispute Resolution. While we certainly do not anticipate a dispute between us, in the event we are unable to mutually resolve a dispute between us, we both agree that we will submit any such dispute, as soon as practicable, to final and binding arbitration in San Francisco, California, before a single neutral arbitrator who is a retired judge or justice. The arbitration will be administered by JAMS, Inc., which is a private mediation and arbitration tribunal, and conducted pursuant to JAMS' Comprehensive Arbitration Rules and Procedures (the "JAMS Rules"); those rules are available online through JAMS, and we also would be pleased to provide you with a copy of the JAMS Rules upon request. If we cannot agree on an arbitrator within 15 calendar days after one of us initiates arbitration, then JAMS will select the arbitrator in accordance with the JAMS Rules. This agreement to arbitrate includes any and all disputes between us which arise out of or relate in any way to this Agreement, our relationship, the services performed by us, or the attorney fees and costs charged.

Before agreeing to arbitrate disputes as set forth above, you should consider how arbitration differs from having a dispute resolved in a court of law. For example, by agreeing to arbitrate any and all disputes between us, you will be giving up your legal right to have such disputes heard and determined by a judge or jury in a courtroom open to the public. Unlike public court proceedings, arbitration proceedings are conducted privately and the outcome in most instances remains confidential. You will be responsible, in part, to share the costs of the arbitration proceeding, including payments to the arbitrator. Discovery in arbitration may be more limited than permitted in a court of law, including limitations on the number of depositions, and more limited discovery of third parties. A judicial forum generally does not permit reasonable attorney fees to be imposed against a non-prevailing client in a non-frivolous malpractice action, whereas an arbitral forum may permit an award that imposes costs of the arbitration, expenses and reasonable attorney fees against the non-prevailing party. The right to appeal an arbitrator's decision or have it reviewed is limited; in most instances, the arbitrator's decision will be final and all parties will be bound by it, although there may be very limited circumstances under which the arbitrator's decision can be appealed or reviewed. If an arbitration award is confirmed by a trial court, the resulting court judgment may thereafter be enforced in the same manner as a judgment in a civil action.

The arbitration will be governed by the provisions of the Federal Arbitration Act (9 U.S.C. 1 et seq.). California's substantive law will govern the underlying disputes to be arbitrated. We both agree that the arbitrator, not any federal or state court judge, will have the exclusive jurisdiction to resolve any and all disputes regarding the arbitrator's jurisdiction and the interpretation, applicability, enforceability or formation of this binding agreement to arbitrate, including but not limited to determining which claims are subject to arbitration, or any contention that all or any part of this arbitration agreement is unenforceable, voidable or void.

If you have any questions about the significance of your decision to arbitrate, we encourage you to raise them with an attorney who is independent of this law firm before you sign this engagement agreement.

- 18. Mandatory Fee Arbitration. Notwithstanding Section 16 above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, you have the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Sections 6200-6206. Arbitration pursuant to the State Bar procedures is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. These procedures permit a court trial after arbitration, or a subsequent binding contractual arbitration if the parties have agreed to binding arbitration and either party rejects the award and requests a trial de novo within 30 days after the award is mailed to the parties. If, after receiving a notice of the client's right to arbitrate, you do not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, any dispute, claim or controversy arising between us, will be resolved by binding arbitration as provided in Section 16 above.
- 19. Internal Firm Communications. The occasion might arise for us to consult, at our expense, with our firm's own counsel (our General Counsel, other firm lawyers working with our General Counsel, or our outside counsel) regarding our engagement for you. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and you as to such consultations or resulting communications. You consent to such consultations, agree that our communications with our own counsel are subject to the firm's attorney-client privilege, and waive any claim of conflict of interest based on such consultations and communications. Your execution of our Engagement Letter confirms your agreement to this provision.
- 20. **Termination.** Clients may terminate our legal services at any time effective upon delivery of written notice to the firm. In this event, we will be entitled to receive all fees and costs incurred up to the date of termination. Unless we specifically agree to do so, we will provide no further services and advance no further costs on the matter after we receive notice of termination. Our right to terminate services to a client is subject to certain Rules of Professional Conduct that (a) require us to take reasonable steps to avoid foreseeable prejudice to the client from our withdrawal, and (b) establish standards for mandatory and permissive withdrawal under certain circumstances. Failure by a client to pay our bills in full, and on a timely basis. can constitute adequate grounds for us to withdraw. If we are attorney of record in any proceeding at the time we receive a termination notice, you will be required to execute and return a Substitution of Attorney consent immediately upon receipt, regardless of who initiates the termination.
- Use of Email and Electronic Collaboration Tools. During the course of our work 21. together, we may exchange emails, documents, and other materials over the Internet using commercially available communication and collaboration tools or platforms. Hanson Bridgett uses certain preferred communication and collaboration tools and platforms, and we understand that clients may ask us to use other Internet-based tools or platforms (such as Dropbox, Box or Google Drive) to share documents and other materials with us. Information sent or received over the Internet using any of these communication and collaboration tools or platforms may not be secure, and using them may place your confidences and privileges at risk. While we believe that the efficiencies involved in the use of these products or platforms outweigh the risk of accidental disclosure, we cannot guarantee the security or confidentiality of any such communication or collaboration products or platforms.
- 22. Miscellaneous. From time to time, and consistent with our obligation to maintain your confidences, we may wish to reference our representation of you on our website, in attorney biographies, on matter lists, or in descriptions of our practice areas. We assume you have no

objection to such use. We may send you emails with information about our firm, services, legal developments and upcoming events. If at any time you no longer wish to receive marketing communications from us, you may unsubscribe by clicking a link at the bottom of each marketing email which enables you to opt out of our mailing lists. Except as provided in Section 16, our agreement will be governed by California law.

23. Entire Agreement; Notice. This attached letter and this Billing and Policy Summary represent our entire agreement, which will be effective on the date of your signature. It supersedes all prior agreements, statements, or guarantees made before this time. Any notice from you amending, supplementing or superseding the terms of the attached letter and this Billing and Policy Summary will be effective only if approved by our duly authorized representative, and our agreement is memorialized in a writing signed by both parties. To signify your agreement with the terms of this letter, please sign the original and retain it for your files. Please sign a copy of the letter and return it to us for our files. You may also affix an electronic signature indicating your intent to sign this letter and return a copy to us electronically. If mailed, I am enclosing a pre-addressed envelope for your convenience. Of course, you have the right to seek the opinion of independent legal counsel or any other advisors, if you wish to do so, in order to determine whether each and every aspect of this agreement is in your best interests and is acceptable as drafted.



Date: July 3, 2024 via Electronic Mail

To: Presiding Officers (c/o Clerks) and General Managers of Independent Special Districts in Riverside County

Re: Results of Special District Selection Committee Run-Off Election (Eastern Region)

As you are aware, the initial election process for the Special District- Eastern Region LAFCO Commissioner resulted in a tie. As such, a Run-Off election was conducted which concluded yesterday, July 2, 2024 at 5:00 p.m. This election was held by electronic mail balloting for the purpose of filling the subject expired Commission seat. The purpose of this notice is to announce the results of the election pursuant to Government Code Section 56332(f)(6).

Thirty-seven (37) ballots were returned, exceeding the quorum requirement of twenty-nine (29) ballots necessary, therefore validating the election as meeting quorum. The winning nominee for the Regular Special District Commissioner for the Eastern Region is shown following in bold.

LAFCO Regular Special District Member (Eastern):

Candidate	<u>Votes</u>
Bruce Underwood (Coachella Valley Cemetery District)	19
Cástulo Estrada (Coachella Valley Water District)	18

As the term for this position was to commence on May 6, 2024, Mr. Underwood will assume the seat immediately.

Should you have any questions, please do not hesitate to contact me

Sincerely,

Gary Thompson
Executive Officer

(E.C. §§ 9300 et seq., 10500 et seq.)

The materials contained in this calendar represent the research and opinions of the staff at the Riverside County Registrar of Voters. The contents of this calendar and any legal interpretations contained herein are not to be relied upon as being correct either factually or as a legal opinion. Reliance on the content without prior submission to and approval of your appropriate public counsel is at the reader's risk.

Please call (951) 486-7200 if you have any questions or comments or visit our website at www.voteinfo.net. Thank you.

DATE	PERSON RESPONSIBLE	DESCRIPTION	
July 3 (125)	District	BOUNDARY CHANGES (E.C. § 12262)	
July 3 (125)	District	Last-day boundary changes may be made for this election. DELIVER NOTICE OF ELECTION AND MAP OF DISTRICT (E.C. §§ 10502, 10504, 10509, 10522) No later than this date the District Secretary shall deliver a notic containing the elective offices to be filled and whether the district candidate is to pay for the Candidate's Statement. Said notice shall be a the secretary's signature and the district seal. The District Secretary shall also deliver a map showing the current boundaries of the district an	
July 4	Registrar of Voters	divisions, if any. INPENDENCE DAY (CO ORD. 358) The Registrar of Voters office will be closed.	
July 8 – August 7 (120 - 90)	Registrar of Voters / District Secretary	PUBLISH NOTICE OF ELECTION (E.C. §§ 12112, 12113) Between these dates, the Registrar of Voters shall publish a Notice of Election in a newspaper of general circulation in the district. The notice shall contain the date of the general district election, name the offices for which candidates may file, and state the qualifications required by the principal act for each office. The notice shall state the location where official Declarations of Candidacy for eligible candidates desiring to file for any of the elective offices may be obtained, the office in which completed Declarations of Candidacy are required to be filed, and the date and time after which no Declarations of Candidacy may be accepted for filing. The notice shall also contain a statement that appointment to office will be made pursuant to E.C. 10515 if there are insufficient nominees and no petition has been filed requesting the election be held. A copy of the notice shall be delivered to the district secretary and shall be posted in the district office. GENERAL PRESS RELEASE (E.C. § 12112) The press release must include offices to be filled and a telephone number for information regarding filing for the elective office.	
July 12 (116)	Registrar of Voters	PRECINCTING SECTION TO COMPLETE BOUNDARY CHANGES No later than this date, the precinct section must complete boundary changes.	

DATE	PERSON PESPONSIBLE	DESCRIPTION
	RESPONSIBLE	NOMINATION PERIOD (E.C. §§ 10510, 13107 10540, 13307, 13309, 13311, 18351)
July 15 – August 9 (113 - 88)	Candidates / Registrar of Voters / District Secretary	Between these dates a candidate may obtain and file a Declaration of Candidacy with the Registrar of Voters in person, or by mail. If by mail, the Declaration of Candidacy may be returned by certified mail in time to reach the Registrar of Voters by no later than 5 p.m. on the filing deadline date. The Ballot Designation Worksheet must be filed at the same time as the Declaration of Candidacy. Candidates who want to file a Candidate Statement must file it at the same time the Declaration of Candidacy is filed. Candidate Statements are confidential until the deadline for filing has passed. No person shall file nomination documents for more than one district office at the same time.
		Either the Registrar of Voters or the District Secretary will issue the Declaration of Candidacy.
		No candidate shall withdraw his or her Declaration of Candidacy after 5 p.m. on the 88 th day before the election.
July 15 – August 9 (113 - 88)	Candidates / Registrar of Voters / District Secretary	CODE OF FAIR CAMPAIGN PRACTICES (E.C. § 20400 et seq.) At the time a candidate is issued nomination papers each candidate will be issued a Code of Fair Campaign Practices. Filing it is voluntary and it may be filed with the Registrar of Voters any time before the election. It is available for public inspection until 30 days after the election.
July 15 – August 9 (113 - 88)	Candidates / Registrar of Voters	STATEMENT OF ECONOMIC INTEREST (G.C. §§ 87200 et seq.) A Statement of Economic Interests must be filed for all candidates with the Registrar of Voters by the close of the nomination period.
August 9 (88)	Candidates / Registrar of Voters	FILE DECLARATION OF CANDIDACY AND / OR WITHDRAW (E.C. §§ 10510, 13307) The last day for candidates to file their Declarations of Candidacy and Candidate Statements with the Registrar of Voters. (Candidate Statement is optional). This is also the last day to withdraw your candidacy. The candidate must withdraw before 5 p.m. unless there is an extension of the nomination period.
		The 10-day exam period for Candidate Statements will be held from August 10 through August 19. If an extension applies, see the extension period.
August 9 (88)	District	BALLOT MEASURE (E.C. §§ 9312, 10403, 13247) Last day for a resolution calling for a measure to be submitted to the Registrar of Voters. A copy shall be made available to any voter. The statement of all measures submitted to the voters shall be abbreviated on the ballot. The statement shall contain no more than 75 words for each measure to be voted on.

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DATE	RESPONSIBLE	DESCRIPTION	
		PUBLISH NOTICE OF ELECTION (E.C. § 12111; G.C. §§ 6060, 6061)	
August 9 (88)	Registrar of Voters	Publish a notice of election as soon as possible pursuant to section 12111 of the California Elections Code. A synopsis of the measure(s) shall be included in the publication. Government Code 6061 requires the notice to be published once. The last day to submit arguments to the Registrar of Voters should also be included in the notice. A copy of the notice shall be delivered to the district and posted in the district office.	
August 12 (85)	Candidates / Registrar of Voters	LAST DAY TO WITHDRAW CANDIDATE STATEMENT (E.C. § 13307) The last day to withdraw candidate statements unless there is an extension of the nomination period. Withdrawal of candidate statements must be in writing	
		EXTENSION OF NOMINATION PERIOD (E.C. § 10516)	
August 14 (83)	Candidates / Registrar of Voters / District	If the incumbent does not file by 5 p.m. on the last day of the nomination period, any eligible person, other than the incumbent, shall have until 5 p.m. of the 83 rd day before the election to file a Declaration of Candidacy. The nomination extension is not applicable where there is no incumbent to be elected. If this section is applicable, a candidate may withdraw his or her Declaration of Candidacy up until 5:00 p.m. on the 83 rd day before the election.	
		PUBLIC EXAM PERIOD (E.C. § 13313) The 10-day exam period for Candidate Statements will be held from August 15 through August 24.	
		LAST DAY TO WITHDRAW MEASURE (E.C. § 9605)	
August 14 (83)	District	Whenever a legislative body has ordered that a measure be submitted to the voters of any jurisdiction at an election, the order of election shall not be amended or withdrawn after this date.	
		INSUFFICIENT NOMINEES-POSSIBLE APPOINTMENT (E.C. § 10515)	
August 14 (83)	Registrar of Voters / District	If there are insufficient nominees for the offices to be filled, and a petition requesting the election be held has not been presented to the officer conducting the election, then the election shall not be held.	
	Secretary	The Registrar of Voters shall request the Board of Supervisors to appoint the qualified candidate(s) to such office. If there are no candidates, the Board shall appoint a qualified person to each office. Persons appointed shall qualify, take office, and serve as if elected.	
August 45	Candidates /	WITHDRAW CANDIDATE STATEMENT (EXTENSION) (E.C. §§ 10516, 13307)	
August 15 (82)	Registrar of Voters	In the event there is an extension of the nomination period, candidates may have until this date to withdraw their candidate's statement. Withdrawal must be in writing.	

(E.C. §§ 9300 et seq., 10500 et seq.)

DATE	PERSON RESPONSIBLE	DESCRIPTION	
	ICEGI GITGIBEE	RANDOMIZED ALPHABET (E.C. § 13112)	
August 15 (82)	Secretary of State	On this date, the Secretary of State shall conduct a drawing of the alphabet for determining the order of candidate's names on the ballot.	
August 15 (82)	Registrar of Voters	SEND LIST OF CANDIDATES TO DISTRICT SECRETARY Approximate date to send a list of qualified candidates to District Secretary and other county if it is involved. If an election is not held, inform the district of the procedures that will be followed.	
August 19 (78)	Registrar of Voters	REQUEST BOARD OF SUPERVISORS TO APPOINT (if the election will not be held) (E.C. § 10515) Registrar of Voters shall request the Board of Supervisors at a regular or special meeting held before the Monday before the first Friday in December in which the election would have been held, to appoint to such office or offices the qualified candidate(s); or if no candidate(s), the Board shall appoint any qualified person to such office.	
August 19 (78)	County Counsel	LAST DAY TO SUBMIT IMPARTIAL ANALYSIS (E.C. §§ 9313, 9314) The last day for County Counsel to submit the impartial analysis to the Registrar of Voters. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the district. The analysis shall be printed in the Voter Information Guide section of the Sample Ballot preceding the arguments for or against the measure. The analysis is limited to 500 words. PUBLIC EXAM PERIOD (E.C. § 9380) There will be a 10-day exam period for the Impartial Analysis from August 20 through August 29.	
August 19 (78)	Proponents / Opponents	LAST DAY TO FILE ARGUMENTS (E.C. §§ 9315, 9316, 9600) Last day set by the Registrar of Voters to submit arguments in favor or against the measure. Arguments may not exceed 300 words. No more than five signatures shall appear with any arguments. Authors of Argument form shall accompany all arguments. PUBLIC EXAM PERIOD (E.C. § 9380) There will be a 10-day exam period for arguments from August 20 through August 29.	
August 29 (68)	Proponents / Opponents	REBUTTALS (E.C. §§ 9317, 9600) Last day for the same authors of the primary argument to file rebuttals with the Registrar of Voters no later than 5:00 p.m. Rebuttals are limited to 250 words. Statement of Authors of Arguments form must be attached to the rebuttal. PUBLIC EXAM PERIOD (E.C. § 9380) There will be a 10-day exam period for Rebuttals from August 30 through September 8.	

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DATE	PERSON RESPONSIBLE	DESCRIPTION	
September 2	Registrar of Voters	LABOR DAY (CO. ORD. 358.8)	
	VOICE	The Registrar of Voters office will be closed. FIRST DAY NOMINATION PAPERS FOR WRITE-IN CANDIDACY WILL BE AVAILABLE (E.C. § 8600 et seq.)	
September 9 (57)	Candidates / Registrar of Voters	Any qualifying person wishing to file as a write-in candidate may pick up nomination papers beginning on this date. Papers must be filed with the Registrar of Voters no later than 14 days before Election Day. Write-in candidates must also file Statement of Economic Interest (if applicable) and campaign disclosure statements.	
September 10 (56)	Registrar of Voters	ORDER PRINTING OF ELECTION MATERIAL Suggested date to prepare copy for printer and order ballots.	
September 22 – September 26 (44 - 40)	Candidates / Committees / Registrar of Voters	FILING PERIOD FOR FIRST PRE-ELECTION CAMPAIGN DISCLOSURE STATEMENT G.C. §§ 84200.5, 84200.8 The filing period for 1st pre-election campaign statement covers transactions through September 21. Statements must be filed online or sent by personal delivery or first-class mail.	
September 23 (43)	Registrar of Voters	SATELLITE LOCATION PRESS RELEASE (E.C. § 3018) Notice of satellite locations shall be made by the elections official by the issuance of a general news release, issued not later than 14 days before voting at the satellite location, except that in a county with a declared emergency or disaster, notice shall be made not later than 48 hours before voting at the satellite location. The news release shall set forth the following information: The satellite location or locations. The dates and hours the satellite location or locations will be open. A telephone number that voters may use to obtain information regarding vote-by-mail ballots and the satellite locations.	
September 26 – October 26 (40 - 10)	Registrar of Voters	MAIL COUNTY VOTER INFORMATION GUIDES AND OTHER ELECTION MATERIAL TO VOTERS (E.C. §§ 9312, 10540, 13303, 13307) Between these dates, the Registrar of Voters shall mail a County Voter Information Guide to each voter, who is registered at least 29 days before the election.	
October 4 (32)	Registrar of Voters	VOTE-BY-MAIL PROCESSING PUBLIC NOTICE (E.C. § 15104) The elections official shall notify vote-by-mail voter observers and the public at least 48 hours in advance of the dates, times, and places where vote-by-mail ballots will be processed and counted.	

	PERSON	
DATE	RESPONSIBLE	DESCRIPTION
		MAIL VOTE-BY-MAIL BALLOTS (E.C. §§ 3000.5, 3010, 3017, 3018, 3020)
October 7 (29)	Registrar of Voters	Begin mailing each registered voter a Vote-by-Mail ballot and election material. Ballots must be postmarked on or before Election Day and received by the elections official within seven days after Election Day to be counted.
		PROCESS BALLOTS (E.C. § 15101 et. seq.)
October 7 (29)	Registrar of Voters	When ballots are to be counted by computer, the Registrar of Voters may begin processing ballots on the 29th day before the election. No count may be made until 8:00 p.m. on Election Day.
		PRECINCTS, VOTE CENTERS & ELECTION OFFICERS (E.C. §§ 12280 et seq., 12300 et seq.)
October 7 (29)	Registrar of Voters	The last day for the Registrar of Voters to establish vote center locations and appoint election officers for this election. Immediately after the following appointment, the Registrar shall mail appointment notices to election officers.
		PUBLISH VOTE CENTERS & CENTRAL COUNTING PLACE (E.C. §§
October 7 – October 26 (29 - 10)	Registrar of Voters	12105, 12109) Suggested date to publish vote center locations. The notice will include the hours that the vote centers will be open and a Notice of Central Counting Place.
October 7 –	D :	VOTE-BY-MAIL BALLOT APPLICATIONS (E.C. §§ 3001, 3003)
October 29 (29 - 7)	Registrar of Voters	Applications for vote-by-mail ballots may be made in person or by mail during this time frame.
October 14	Registrar of Voters	COLUMBUS DAY & INDIGENOUS PEOPLES' DAY (CO. ORD. 358.8)
		The Registrar of Voters office will be closed FILING PERIOD FOR SECOND PRE-ELECTION CAMPAIGN
October 20 – October 24 (16 - 12)	Candidates / Committees / Registrar of Voters	DISCLOSURE STATEMENT (G.C. §§ 84200.5, 84200.8) The filing period for 2 nd pre-election campaign statement covers transactions through October 19. Statements must be filed online or sent
		by personal delivery or guaranteed overnight service.
		COLLECTION CENTERS PUBLIC NOTICE (E.C. § 15260)
October 21 (15)	Registrar of Voters	In establishing a collection center, the elections official may designate a group of precincts which the center shall serve, and this designation shall be available for public inspection no later than 15 days before the election.
October 21	Registrar of	CLOSE OF REGISTRATION (E.C. §§ 2102, 2106)
(15)	Voters	The last day to register or transfer registration for this election.

DATE	PERSON RESPONSIBLE	DESCRIPTION	
October 22	Candidates / Registrar of	FILE DECLARATION OF WRITE-IN CANDIDACY (E.C. §§ 8600 et seq., 15340 et seq.)	
(14)	Voters	The last day for write-in candidates to submit their write-in nomination documents to the Registrar of Voters.	
October 22 – October 29 (14 - 7)	Registrar of Voters	POST ELECTION OFFICERS & VOTE CENTERS (E.C. § 12105.5) Not less than one week before the election, the elections official shall post a list of all current vote centers and a list of election officers appointed by the 15 th day before the election. The elections official shall post this list in his or her office and on his or her website. The list shall remain posted for 30 days after completion of the canvass.	
October 29 (7)	Registrar of Voters	No later than seven days before any election, the elections official shall conduct a test or series of tests to ensure that every device used to tabulate ballots accurately records each vote.	
November 1 (4)	Registrar of Voters	MANUAL TALLY PUBLIC NOTICE (E.C. § 15360) The manual tally shall be a public process, with the official conducting the election providing at least a five-day public notice of the time and place of the manual tally and of the time and place of the selection of the precincts to be tallied before conducting the tally and selection.	
November 5	VOTE	ELECTION DAY (E.C. §§ 3020, 4103) Voted ballots must be received by the elections official no later than 8:00 p.m. on Election Day or be postmarked on or before Election Day and received no later than seven days after Election Day to be counted.	
November 7 (+2)	Registrar of Voters	CANVASS ELECTION RETURNS (E.C. § 15301 et seq.) Registrar of Voters shall commence the Official Canvass on this day.	
November 7 December 5 (+2 – 30)	Registrar of Voters	ONE PERCENT MANUAL TALLY (E.C. § 15360) During the Official Canvass, the elections official shall conduct a public manual tally in 1 percent of the precincts chosen at random by the elections official.	
November 11	Registrar of Voters	VETERAN'S DAY (CO. ORD. 358.8) The Registrar of Voters office will be closed.	
November 28 – November 29	Registrar of Voters	THANKSGIVING DAY / DAY AFTER THANKSGIVING (CO. ORD. 358.8) The Registrar of Voters Office will be closed	
December 3 (+28)	Registrar of Voters	The Registrar of Voters Office will be closed. POST ELECTION OFFICERS & VOTE CENTERS (E.C. § 12105.5) Not later than 28 days after the election, the elections official shall post an updated list of vote centers and election officers that actually served on election day. The elections official shall post this list in his or her office and on his or her Web site. The list shall remain posted for 30 days after completion of the canvass.	

(E.C. §§ 9300 et seq., 10500 et seq.)

DATE	PERSON RESPONSIBLE	DESCRIPTION
		SEND STATEMENT OF RESULTS (E.C. §§ 10550, 10551, 10553, 15372, 15374)
December 5 (+30)	Registrar of Voters	As soon as the canvass is completed, no later than this date, the Registrar of Voters shall mail a statement of the results of the election to the district. The Registrar of Voters will also deliver to each person elected a certificate of election.
		COST OF ELECTION
December 5 (+30)	Registrar of Voters	Approximate date to send an invoice to jurisdiction for the cost of the election. Any refund on Candidate Statements will also be processed by this date.
		OFFICERS TAKE OFFICE (E.C. § 10554)
December 6 (+31)	District	Elective officers, elected or appointed, take office at noon on the first Friday in December next following the general district election. Before taking office, each elective officer shall take the official oath and execute any bond required by the principal act.
January 1 –	Candidates / Committees /	FILING PERIOD FOR SEMI-ANNUAL CAMPAIGN DISCLOSURE STATEMENT (G.C. § 84200)
January 31	Registrar of Voters	The statement covers transactions through December 31. Statements must be sent by personal delivery or first-class mail.

Note: Whenever a date prescribed by law falls on a weekend or holiday, such act may be performed on the next business day (E.C. 15; G.C. 6700, 6701)



To: Board of Directors

Subject: Palm Springs Youth Violence Project

Staff Recommendation: Informational item only

<u>Background:</u> The northern part of Palm Springs has been plagued by gang violence between rival factions from the Desert Highland Gateway and San Rafael Drive communities. This ongoing conflict has gained significant attention due to numerous drive-by shootings resulting in several deaths, including those of young people. The National Institutes of Health have identified a correlation between exposure to violence and the development of mental health disorders, such as depression, post-traumatic stress disorder, borderline personality disorder, anxiety, substance use disorders, sleep and eating disorders, and suicide.

Community leaders from both areas have expressed increasing concern over the issue and are advocating for enhanced youth programming and greater community participation to address and mitigate the violence. The Desert Healthcare District staff has brought together key stakeholders to explore possible solutions. These stakeholders include:

- Grace Garner, City of Palm Springs Councilmember
- Lt. Mike Villegas, Palm Springs Police Department
- Ms. Jody Diaz, Vice Principal of Raymond Cree Middle School
- Dieter Crawford, Desert Highland Gateway Community Leader
- Pedro Rodriguez, CEO of CV Housing Coalition
- Quana Hall-Beverly & Billy Harris, We Are One United
- Joe Mota, Lift to Rise

Through a series of meetings, progress has been made in establishing partnerships to increase programming at the Coyote Run Apartments, Rosa Parks Apartments, and the James O. Jesse Community Center, with involvement from community groups like We Are One United. Additionally, several community picnics have been held at Victoria Park in Palm Springs to build trust and foster dialogue with youth and their families.

The DHCD staff has met with two consultants to discuss a proposal for the development of a strategic plan with key stakeholders and community input. This proposal will be brought forward to the Board of Directors for further consideration at a later meeting.

Fiscal Impact: None at this time



To: Board of Directors

Subject: CEO Meetings, Engagements, and CEO Discretionary Fund

Background:

• The following is brief information regarding the CEO's current meetings and community engagements.

• The report includes District media visibility and the CEO Discretionary Fund expenditures.

Meetings and Engagements 06/26/24 - 07/23/24

- Ongoing Hospital Lease Ad Hoc Committee Meetings
- Ongoing Hospital Purchase Lease Discussions with Consultant Steve Hollis, Legal Counsel Jeff Scott, and Tenet Healthcare Executive Leadership
- o Deveau Burr Group Biweekly Meeting
- CV Strategies Weekly Meetings
- o Cindy Schmall, CEO, Morongo Basin Healthcare District
- o Jay Sellers, PhD, Executive Director, Joslyn Center
- o Riverside County Nonprofit Roundtable Meeting
- Q3 Hospital Inspection
- o Association of California Healthcare Districts (ACHD) CEO Roundtable

CEO Discretionary Fund - July 2023 through June 2024

Date	Name	Memo	Amount
6325 · CEO Discret			
07/01/2023	California Forward	Knowledge level sponsorship for 2023 Economic Summit	5,000
08/04/2023	U.S. Bank	Planned Parenthood contribution to 60th Anniversary Cocktail Reception - September 23, 2023	5,000
08/11/2023	Blood Bank of San Bernardino	2023 Thanks4Giving Gala Table Sponsorship - Saturday November 11, 2023	3,500
08/15/2023	Coachella Valley Volunteers in Medicine	2023 VIMY Awards - Bronze Sponsorship	5,000
08/17/2023	UC Riverside Foundation	UCR SOM 2023 Gala and Education Building II Grand Opening - Silver Sponsorship	10,000
08/30/2023	Regional Access Project Foundation	Desert Fast Pitch 2023 Sponsorship	5,000
09/06/2023	Cathedral City Senior Center	Table Sponsor at November 13, 2023 Gala	5,000
10/10/2023	Alianza Nacional De Campesinas Inc.	Storm assistance to help Alianza Nacional de Campesinas purchase and distribute food & water after Tropical Storm Hillary	3,698
01/04/2024	U.S. Bank	OneFuture - The Future Is Ours - February 28, 2024 - Empowering Students Sponsor	2,575
01/31/2024	Alejandro Espinoza Santacruz - Expense Reimbursement	Purchased items for refugee children	1,604
02/01/2024	U.S. Bank	Joslyn Center - CEO Discretionary Fund donation	1,000
02/29/2024	The Bridge To Better	Airfare reimbursement donation for individual in need	280
03/20/2024	City of Coachella	City of Coachella Women's Summit Sponsorship	1,000
04/01/2024	U.S. Bank	SAGE & Friends Bronze Sponsor for Palm Springs event on March 24, 2024	500
04/18/2024	JFK Memorial Foundation	Ophelia Project Luncheon Sponsorship for April 25, 2024	1,200
04/18/2024	Cathedral City Senior Center	Donation for allowing the District to hold community meeting on April 2, 2024	500
06/03/2024	Desert Healthcare Foundation	Transfer Indio Florist expenses for Mother's Day clinic charged to Foundation credit card	186
TOTAL			51,043



To: Desert Healthcare District and Foundation Board Meeting

Subject: Media Visibility

Below are highlights of the District and Foundation's media coverage during the past month, with descriptions and links to reports as available.

"Hospital deal may block some health services for Coachella Valley residents, critics say" (July 17, The Desert Sun)

https://www.desertsun.com/story/news/health/2024/07/17/will-palm-springs-hospital-deal-block-some-health-services/74381446007/

"DHCD summit to address environmental health issues" (July 14, The Uken Report) https://ukenreport.com/dhcd-summit-to-address-environmental-health-issues/

"Publico invitado a jornadas informativas sobre plan de arrendamiento de hospitals" (July 11, El Informador del Valle)

"DHCD community meeting alert [sponsored]" (July 11, The Uken Report) https://ukenreport.com/dhcd-community-meeting-alert-sponsored/

"Desert Healthcare District to hold 2 meetings to discuss Tenet lease updates" (July 2, The Desert Sun) https://www.desertsun.com/story/news/health/2024/07/02/desert-healthcare-to-present-updates-about-palm-springs-hospital-lease/74272766007/

"Variety Children's Charity of the Desert receives Desert Healthcare District grant aimed at reducing isolation & loneliness" (July 2, The Public Record)

"DHCD recognizes Donna Craig [sponsored]" (July 1, The Uken Report) https://ukenreport.com/dhcd-recognizes-donna-craig-sponsored/

"Greg Rodriguez seeks Healthcare District seat" (June 13, The Uken Report) https://ukenreport.com/greg-rodriguez-seeks-healthcare-district-seat/

Fiscal Impact:

None



DESERT HEALTHCARE DISTRICT STRATEGIC PLANNING COMMITTEE MEETING MINUTES July 09, 2024

Directors Present via Video Conference	District Staff Present via Video Conference	Absent
Director/Chair Leticia De Lara, MPA	Chris Christensen, CPA, Chief Executive Officer	
Secretary Kimberly Barraza	Eric Taylor, CPA, Chief Administration Officer	
Director Les Zendle, MD	Donna Craig, Chief Program Officer	
	Alejandro Espinoza, MPH, Chief of Community	
	Engagement	
	Andrea S. Hayles, MBA, Board Relations Officer	

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair De Lara called the meeting to order at 1:31 p.m.	
II. Approval of Agenda	Chair De Lara asked for a motion to approve the agenda.	It was moved by Director Zendle and seconded by Director Barraza to approve the agenda. Motion passed unanimously.
III. Approval of the Minutes – February 08, 2024	Chair De Lara asked for a motion to approve the minutes of the February 08, 2024, meeting.	It was moved by Director Barraza and seconded by Director Zendle to approve the February 08, 2024, meeting minutes. Motion passed unanimously.
IV. Public Comment	There was no public comment.	
V. Old Business	There is presently no old business.	
VI. New Business		
1. FY2021-2026 Strategic Plan		
a. Environmental Health Initiative RFP: Mitigating Air Quality Related Health Conditions i. Strategic Plan Goal 6:	Chris Christensen, CEO, provided an overview of the Environmental Health Summit and the request for proposal initiative timeline. The committee discussed and	
Responsive to and supportive of selected community initiatives that enhance the environment in the District's service area.	directed staff to revise strategic plan Goal 6 — Strategies 6.1 and 6.2 — to play a role in raising awareness and "addressing" the impact of air and water quality and forward it to the board for	
ii. High Priority Strategy 6.1: Play a role in	consideration of approval.	



DESERT HEALTHCARE DISTRICT STRATEGIC PLANNING COMMITTEE MEETING MINUTES July 09, 2024

raising awareness of the impact of air	
quality in the Coachella Valley and the health of community residents and be a catalyst for community organizations to implement solutions.	
b. Environmental Health Summit Overview September 20-21, 2024	Mr. Christensen, CEO, provided an update on the Environmental Health Summit sponsorships,
 i. High Priority Strategy 6.1: Play a role in raising awareness of the impact of air quality in the Coachella Valley and the health of community residents and be a catalyst for community organizations to implement solutions. ii. High Priority Strategy 6.2: Play a role in raising awareness of the impact of poor water quality in the Coachella Valley on the health of community residents and be a catalyst for community organizations to implement solutions. 	speakers, the website, and Hocker Productions role while answering questions from the committee and a suggestion to acknowledge champions of environmental justice.
VII. Committee Member Comments	Director Barraza proposed assessing any potential revisions to the strategic plan in 2025 before the conclusion in 2026.



DESERT HEALTHCARE DISTRICT STRATEGIC PLANNING COMMITTEE MEETING MINUTES July 09, 2024

	Director Zendle recommended at	
	the start of 2026 the committee	
	determine when to provide a	
	recommendation to the board.	
VIII. Adjournment	Chair De Lara adjourned the	Audio recording available on the
	meeting at 2:14 p.m.	website at
		https://www.dhcd.org/Agendas-
		<u>and-Documents</u>

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Leticia De Lara, Chair/Director, Strategic Planning Committee Desert Healthcare District Board of Directors

Minutes respectfully submitted by Andrea S. Hayles, Board Relations Officer



To: Board of Directors

Subject: Environmental Health Initiative- Request for Proposals: Mitigating Air Quality-

Related Health Conditions

Staff Recommendation: Informational item only

<u>Background:</u> The DHCD strategic plan identifies environmental health as one of its top-priority goals and strategies, which include:

Goal #6: Be responsive to and supportive of selected community initiatives that enhance the environment in the District's service area.

- Strategy 6.1 Increase awareness of the health impacts of the air quality in Coachella Valley (**High Priority**)
- Strategy 6.2 Increase awareness of the health impacts of the water quality in Coachella Valley (**High Priority**)

Update

The District Healthcare District has initiated the development of a Request For Proposal (RFP) that specifically aligns with Strategy 6.1. This RFP focuses on addressing the impact that air quality has on the health of residents in the Coachella Valley. This RFP will seek to prevent, diagnose, and manage air quality-related health conditions impacting community members.

- The proposed RFP would seek to allocate \$1,000,000 over a two-year project term, with awarded grants not to exceed (NTE) \$200,000. These funds would come from the Fiscal Year 2024/25 Desert Healthcare Foundation budget.
- The execution timeline for this RFP consists of:

September 16, 2024 Release of RFP
 October 25, 2024 Applications Due

o October 28, 2024 to December 5, 2024 Internal review of applications

December 10, 2024 Program Committee review of applications
 December 17, 2024 Board of Directors review and approval

January 1, 2025 Contract beginsDecember 31, 2026 Contract ends

• A Results-Based Accountability (RBA) framework will be applied to the identified strategies and performance measures that will focus on the impact of selected grant projects in alignment with the Desert Healthcare District Strategic Plan.

Fiscal Impact: \$1,000,000 (Fiscal Year 2024/25- Desert Healthcare Foundation budget).



To: Board of Directors

Subject: Environmental Health Summit Update

Staff Recommendation: Informational item only

<u>Background:</u> The DHCD strategic plan identifies environmental health as one of its top-priority goals and strategies, which include:

Goal #6: Be responsive to and supportive of selected community initiatives that enhance the environment in the District's service area.

- Strategy 6.1 Increase awareness of the health impacts of the air quality in Coachella Valley (**High Priority**)
- Strategy 6.2 Increase awareness of the health impacts of the water quality in Coachella Valley (**High Priority**)

Update

The Desert Healthcare District will be hosting a day and a half Environmental Health Summit titled "Healthy Desert, Healthy You" on September 20 and 21 at the Westin Mission Hills in Rancho Mirage.

- The event production will be led by Jeff Hocker and his team from Jeff Hocker Productions, who previously worked with the Desert Healthcare District on the Palm Springs Health Run and Wellness Festival earlier this year.
- This event will bring together key stakeholders government and regulatory agencies, community members, and community-based organizations conducting work in the environmental health and justice fields.
- An event committee has been formed and it is comprised of DHCD staff, key stakeholders, community-based organizations, and subject matter experts, who meet regularly to discuss all aspects of the event ranging from session topics, speakers, volunteers, sponsorships, and communications.
- A website has been developed for the summit to highlight the event, agenda, and speakers www.healthydeserthealthyyou.com
- To date, a total of \$50,000 in sponsorships have been secured, along with several other potential sponsorships awaiting confirmation.

Marketing Update

As part of the planning of the summit, the Communications Committee had developed a timeline to raise awareness about the summit and also market the event to the community and key stakeholders. Those activities include:

- June 27 Website (HealthyDesertHealthyYou.com) launched
- *July 1-* DHCD/F Newsletter Feature
- July 12- DHCD/F News Release,
- July 15- Facebook event page went live
- Week of July 15 Promo video share on social media
- Week of July 15 (for 12 weeks) Launch of weekly email campaign
- Week of July 22 Social media posts
- Week of July 22 Printing & distributing flyers
- Week of July 22 Contacting summit speakers to appear in promotional videos,
- Week of July 22 Preparation of multimedia promotion (English & Spanish language TV, radio, digital ads & podcasts)

Speakers Update

A dynamic speaker by the name of Nalleli Cobo has been secured as the "Call to Action Speaker". She is the co-founder of People Not Pozos and the winner of the 2022 Goldman Environmental Prize Winner for her leadership in shutting down an oil drilling site in her community that caused harmful health problems to her and the surrounding community.

Additional speakers for the breakout sessions have been confirming their participation at the summit.

Fiscal Impact: Event expenses will be \$256,931.42 with a projected revenue of \$272,500.00. The event expenses include \$75,000 from the Desert Healthcare District as the presenting sponsor and a \$40,000 contract with Jeff Hocker Productions.



DESERT HEALTHCARE DISTRICT PROGRAM COMMITTEE MEETING MEETING MINUTES July 09, 2024

Directors Present via Video Conference	District Staff Present via Video Conference	Absent
President Evett PerezGil	Chris Christensen, Chief Executive Officer, CPA	
Vice-President Carmina Zavala, PsyD	Eric Taylor, CPA Chief Administration Officer	
Director Leticia De Lara, MPA	Donna Craig, Chief Program Officer	
	Alejandro Espinoza, MPH, Chief of Community	
	Engagement	
	Gracie Montano, Program Associate	
	Erica Huskey, Grants Manager	
	Andrea S. Hayles, MBA, Board Relations Officer	

AGENDA ITEMS DISCUSSION ACTION

1		
I. Call to Order	The meeting was called to order	
	at 5:06 p.m. by Chair PerezGil.	
II. Approval of Agenda	Chair PerezGil asked for a	Moved and seconded by Director De
	motion to approve the agenda.	Lara and Vice-President Zavala and to
		approve the agenda.
		Motion passed unanimously.
III. Meeting Minutes	Chair PerezGil asked for a	Moved and seconded by Vice-
1. June 11, 2024	motion to approve the June 11,	President Zavala and Director De Lara
	2024, meeting minutes.	to approve the June 11, 2024,
		meeting minutes.
		Motion passed unanimously.
IV. Public Comment	There were no public comments.	
V. Chief Executive Officer	There was no CEO report.	
Report		
VI. Program Updates		
1. Progress and Final	President PerezGil inquired	
Reports Update	about any questions from the	
	committee concerning any	
	updates on the Progress and	
	Final Reports.	
	The committee inquired about	
	Jewish Family Services (JFS)	
	report Goal #1 as unattainable	
	but continuing to work on	
	providing mental health	
	counseling services to as many	



DESERT HEALTHCARE DISTRICT PROGRAM COMMITTEE MEETING MEETING MINUTES July 09, 2024

clients as possible while observing recommended clinical practice guidelines. Donna Craig, Chief Program Officer, described the upcoming meeting with JFS to determine how the team can assist.

The committee inquired about Coachella Valley Volunteers In Medicine (CVVIM) if the program includes both site locations, which the organization is serving the entire Coachella Valley.

The committee inquired about Voices for the Children recruitment challenges in the Eastern Coachella Valley and whether the volunteers are reimbursed for mileage, which is tax deductible; however, staff will follow up.

In response to an inquiry from the committee on Lift to Rise's presentations to the cities of Indian Wells, Palm Springs, and Palm Desert concerning any commitments, Ms. Craig described the most recent meeting with Lift to Rise concerning meeting the deliverables the first year, detailing the state funding, budget cuts, and providing a brief overview and presentation on the second-year deliverables at the July board meeting.



DESERT HEALTHCARE DISTRICT PROGRAM COMMITTEE MEETING MEETING MINUTES July 09, 2024

2. Grant Applications	President PerezGil inquired	
Status Report	about any questions from the	
Status Report	committee concerning the status	
	report of the grant applications.	
	report of the grant applications.	
	The committee inquired about	
	the decline of Therapeutic	
	Support for Veterans, which is	
	not aligned with the high-priority	
	strategic goal of providing direct	
	healthcare services.	
	The state of the control of the cont	
3. Grant Payment	President PerezGil inquired	
Schedule	about any questions from the	
3611044110	committee concerning the Grant	
	Payment Schedule with Ms.	
	Craig noting that there aren't	
	any matters for concern on the	
	grant payments schedule.	
VII. Grant Funding	grant payments serieudic.	
viii Grant randing		
Review and determination	There is no grant funding for	
for forwarding to the	consideration at this time.	
Board for consideration:		
None		
VIII. Committee Members	There were no committee	
Comments	member comments.	
IX. Adjournment	Chair PerezGil adjourned the	Audio recording available on the
	meeting at 5:16 p.m.	website at http://dhcd.org/Agendas-
		and-Documents

ATTEST:		
	Evett PerezGil, Chair/ President, Board of Directors	
	Program Committee	

Minutes respectfully submitted by Andrea S. Hayles, MBA, Board Relations Officer



Date: July 9, 2024

To: Program Committee – District

Subject: Progress and Final Grant Reports 6/1/2024 – 6/30/2024

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

Alianza Coachella Valley # 1332

Grant term: 8/1/2022 – 7/31/2024 Original Approved Amount: \$100,000.

Progress Report covering the time period from: 8/1/2023 – 1/31/2024

Jewish Family Service of the Desert # 1362

Grant term: 11/1/2022 – 10/31/2024 Original Approved Amount: \$160,000.

Progress Report covering the time period from: 11/1/2023 – 4/30/2024

Coachella Valley Volunteers In Medicine # 1408

Grant term: 11/1/2023 – 10/31/2024 Original Approved Amount: \$478,400.

Progress Report covering the time period from: 2/1/2024 – 4/30/2024

Alianza Nacional de Campesinas, Inc., # 1410

Grant term: 11/1/2023 – 10/31/2024 Original Approved Amount: \$57,499.

Progress Report covering the time period from: 11/1/2023 – 4/30/2024

Voices For Children # 1413

Grant term: 11/1/2023 – 10/31/2024 Original Approved Amount: \$81,055.

Progress Report covering the time period from: 11/1/2023 – 4/30/2024

Lift To Rise # 1391

Grant term: 6/1/2023 – 5/31/2026 Original Approved Amount: \$900,000.

Progress Report covering the time period from: 3/1/2024 - 5/31/2024

DPMG Health # 1329

Grant term: 10/1/2022 - 9/30/2025

Original Approved Amount: up to \$500,000

Monthly Progress Report covering the time period from: 4/1/2024 – 4/30/2024

Grant Progress Report

Organization Name: Alianza Coachella Valley

Grant #: 1332

Project Title:

Expanding and Advancing Outreach Through Increasing Capacity Development

Contact Information:

Contact Name: Patricia S. Carrillo

Phone: (760) 534-6696

Email: patriciacarrillo@alianzacv.org

Grant Information

Total Grant Amount Awarded: \$100,000

Grant Term (example 7/1/22 - 6/30/23): 08/01/22-07/31/24

Reporting Period (example 7/1/22 – 10/31/22): 08/01/23-01/31/24

Desert Healthcare District Strategic Plan Alignment

Goal: 5. 6 and 7

Strategy: 5.3, 6.1-6.3 and 7.2

Progress This Reporting Period

Please describe your project accomplishment(s) during this reporting period in comparison to your proposed goal(s) and evaluation plan.

Alianza Coachella Valley staff have been engaging with partners and community members via various other activities and meetings, as we prepare to host our next Charlas Comunitaria in May 2024.

Goal #1:

By September 30, 2022 our first in person Action Team meeting would have taken place and by June 2023 we will have a minimum of 4 Action Team meetings take place. We foresee that a minimum of 40 community residents will participate in each of the four AT meetings every fiscal year. Every FY we will have a minimum of 4 AT meetings, with preparation meetings and community trainings taking place as well.

Progress of Goal #1:

The team is finalizing the location and logistics for our next Charla Comunitaria. In our 2nd progress report we reported that we expanded our staff capacity and welcomed two

new team members for our communications department. They are working with our team on new creative ways to do outreach to encourage an increase in participation for our next gathering.

Goal #2:

By July 31, 2024 Alianza will have increased and built community capacity via 25 trainings and educational sessions that pertain to the environmental and community justice needs of the community. As well as provide trainings necessary that would support them in being key advocates. By the date listed, a minimum of 500 community members will have received trainings.

Progress of Goal #2:

During this reporting period, Alianza staff and partners prepped and implemented below training series.

Environmental Health (October 2023) NorthShore

- Water Quality Monitoring at the Salton Sea (25 participants)
- Air Quality & Dust Suppression in the ECV region (35 participants)

Rethinking Student and Community Safety (December 2023) Mecca

• Restorative Justice: Community Building and Conflict Resolution (50 participants)

Access and Leadership/ Building a Sustainable Network (January and March 2024) North Shore and Thermal

- State and local Budget advocacy includes the tools and resources needed to complete a budget analysis. (20 participants)
- Capacity and leadership development to do Public speaking to share feedback and communicate about resources to address needs. (30 participants)
- State & Local Board Meetings 101 (Includes understanding board meeting structures, etc.) (50 participants)

In the next few months, Alianza will also be bringing on board consultants to support additional training capacity opportunities. All which have been free for the community to attend.

<u>Progress on the Number of District Residents Served</u>

Number of Unduplicated District Residents <u>Directly</u> Served During This Reporting Period: 210

Number of Unduplicated District Residents <u>Indirectly</u> Served During This Reporting Period: 420

Please answer the following questions:

• Is the project on track in meeting its goals?

Yes.

• Please describe any specific issues/barriers in meeting the project goals.

N/A

• If the project is not on track, what is the course correction?

N/A

• Describe any unexpected successes during this reporting period other than those originally planned.

N/A

Grant Progress Report

Organization Name: Jewish Family Service of the Desert

Grant #: 1362

Project Title:

Mental Health Counseling Services for Underserved Coachella Valley Residents

Contact Information:

Contact Name: Kraig Johnson Phone: (760) 325-4088 ext. 101 Email: kjohnson@jfsdesert.org

Grant Information

Total Grant Amount Awarded: \$160,000.00

Grant Term (example 7/1/22 - 6/30/23): 11/1/22 - 10/31/24

Reporting Period (example 7/1/22 - 10/31/22): 11/1/23 - 4/30/24

Desert Healthcare District Strategic Plan Alignment

Goal: Goals #3, #4, and #5

Strategy: Strategies 3.2, 3.4, 3.7, 4.1, 4.5, 5.1, and 5.2

Progress This Reporting Period

Please describe your project accomplishment(s) during this reporting period in comparison to your proposed goal(s) and evaluation plan.

Jewish Family Service of the Desert (JFS) has made significant strides in achieving several goals during this reporting period.

During the 6-month reporting period, 462 unduplicated Coachella Valley residents received mental health counseling services, 99 of which were new clients, including 35 receiving free counseling services. A testament to JFS's commitment to increasing access to mental health services with a focus on underserved communities while building capacity in our clinical team and resilience in our Coachella Valley.

JFS is also happy to report that 85% of the adult clients receiving services during the reporting period have attended three or more sessions, meeting Goal #2. The high percentage illustrates the dedication of clients to participate and stay engaged in their treatment which is an accomplishment on its own.

As part of the clinical plan, 100% of adult clients were administered a depression scale by the JFS clinical team, meeting Goal #3.

The second cohort of the "Whole Soul" group did not start during the reporting period due to a lack of interest from the community. The clinical team incorporated learnings to adjust and improve the content, removing the parent cohort, making the group exclusively for teens. JFS continues to advertise the group at school community events and with an adjusted social media awareness campaign to engage students throughout the region and encourage participation. Goal #4 was not met during the reporting period.

Goal #5 was met as 100% of adult counseling clients were made aware of the Case Management services, including access to emergency financial assistance during the registration process or during treatment.

JFS is happy to report that the Clinical Internship program has seen early success. Two of the five clinical interns enrolled during the reporting period have completed their internship hours. One of the clinical interns, Mitchell Greenwald, completed his required hours in early May 2024 and is registering with the Board of Behavioral Sciences as an "Associate." Mitchell plans on returning to the agency as an associate, and he has expressed his desire to remain on staff once he obtains licensure, noting his great appreciation for the agency's mission and values. At least two other clinical interns have shown interest in staying with JFS after they complete their hours, thus expanding agency and community availability of needed mental health counseling sessions.

Progress of Goal #1: Goal #1: 1,344 counseling clients per fiscal year

During the reporting period, JFS provided 462 unduplicated Coachella Valley residents of all ages with 2,997 low- to no-cost mental health counseling sessions. The number of unduplicated clients remains lower than originally anticipated, representing 34% of the proposed 1,344 unduplicated clients for each 12-month period, but service numbers remain consistent. As explained in our previous report, the reduction in unduplicated clients is explained by the need to ensure the availability of an adequate number of available sessions for current clients, taking into consideration those whose acute needs require weekly encounters. The JFS clinical team continues to see the demand for extended services from clients as they navigate post-pandemic trauma as well as other current affairs. Clients were seen on average of 6 sessions during the reporting period; our therapists consider clients to be "engaged" in their treatment after attending three or more sessions, so an average of twice that number indicates client commitment to active participation in their mental health and emotional wellbeing. JFS's efforts to increase capacity are constant, and, with the introduction of the Clinical Internship, accessibility to services has increased; however, the addition of more clinical staff is paramount to meet the established goal and the needs of our community.

Progress of Goal #2: Goal #2: 70% of adult clients (847) will attend 3 or more

sessions.

JFS is happy to report that Goal #2 was met and surpassed again, with 85% of adult clients attending 3 or more sessions during the reporting period. While every client's needs are unique, research shows that a minimal number of sessions are needed for a positive therapeutic outcome. For the reporting period, our clients attended an average of six (6) sessions. Clients work with their clinician on their treatment plan and mutually agreed-upon goals, which are tracked in the electronic health record system (EHR).

Progress of Goal #3: Goal #3: 100% of adult clients (1,210) will be administered depression screening tools.

100% of adult clients were administered a depression scale during the registration process and/or during their treatment for the reporting period. The depression scale, along with other screening tools, are now integrated into the new EHR that JFS migrated to as of 3/18/2024, which allows clients to complete the forms via the client portal or while in session with their clinician; scores are tabulated automatically and entered in the client's chart. This enhanced process ensures a timely administration of the depression scale and a more accurate assessment of treatment progress. Paper forms are available for clients who prefer to complete the forms in such a format.

Progress of Goal #4: Goal #4: 10 local youth will attend the "Whole Soul" group in FY23.

Goal #4 was not met during the reporting period. As mentioned in the report recap, a second cohort of the "Whole Soul" group was not completed due to a lack of interest from the community. However, JFS continues to advertise the group at school community events and directly with other local organizations that provide services to youth. Also adjusted the social media campaign to encourage local youth and students throughout the region to participate. JFS believes the adjusted curriculum will be of great service to our local youth and aims to meet Goal #4 by the end of the grant period.

Progress of Goal #5: JFS is committed, under Goal #5, to ensuring that all of our adult clients are aware of the JFS case management services, including emergency financial assistance.

JFS is pleased to report that Goal #5 was met during the reporting period. All adult mental health counseling clients were informed of JFS Case Management services, as well as emergency financial assistance. In addition, the JFS clinical and case management teams work closely to ensure effective referrals are placed. Case Management services enhance the opportunities for mental health clients' success on their therapeutic journey by supporting clients' financial and other stabilization needs.

Progress on the Number of District Residents Served

Number of Unduplicated District Residents <u>Directly</u> Served During This Reporting Period: 462

Number of Unduplicated District Residents Indirectly Served During This

Reporting Period: 2,079

Please answer the following questions:

Is the project on track in meeting its goals?

JFS is on track in meeting Goals #2, #3, #4, and #5. Goal #1 may not be attainable; however, JFS will continue to work on providing mental health counseling services to as many clients as possible while observing recommended clinical practice guidelines.

Please describe any specific issues/barriers in meeting the project goals.

As noted earlier in this and in previous reports, meeting Goal #1 has proven a challenge. In an effort to increase current and future access to mental health counseling services, JFS launched the Clinical Internship to include at least one (1) perpetual paid internship. The program is a success in regard to interns wanting to enroll in the program but the provision of clinical supervision is limited. Also, the referrals from the 14 partnering organizations have been slow. To address that, JFS has been offering presentations at their sites to encourage more referrals.

JFS continuously seeks to hire clinical staff to increase our services and supervision capacity, but that continues to prove challenging. While the JFS compensation package for clinical staff is believed to be appropriate and competitive, there is tremendous competition for clinical licensed personnel. The agency is considering how the use of social media may increase the likelihood of identifying and hiring additional therapists. During the reporting period, no additional supervision hours were made available.

JFS is committed to offering counseling services according to the client's preferences, whether in-person or via telehealth, and in the client's preferred language.

We look forward to reporting on Goal #1 progress at the end of the grant period.

If the project is not on track, what is the course correction?

With the exception of proposed unduplicated clients, the program is expected to meet all stated objectives. With available intern bandwidth, we will continue to collaborate with area agencies whose clients will benefit from the availability of of no-cost counseling services. Additionally, we'll continue to work with existing clients to increase referrals by offering in-person outreach presentations to help better explain the program, answer questions, and eliminate any trepidation in engaging with a JFS intern.

Lastly, we'll continue to recruit licensed staff to increase available supervision bandwidth a number of interns commensurate with our supervisors' capacity.

• Describe any unexpected successes during this reporting period other than those originally planned.

The implementation of the JFS Clinical Internship Program has proven a success. As of the reporting date, JFS has signed MOUs with the partner organizations below to provide free counseling services to their clients. Services are provided in person and via telecare.

- 1. Desert Cancer Foundation (DCF),
- 2. Family Health and Support Network's Building Resilience in African American Families (BRAAF)
- 3. Family YMCA of the Desert
- 4. Desert Hot Springs Senior Center
- 5. Mizell Center
- 6. Seiden-Juku,
- 7. Variety of the Desert,
- 8. Alzheimers Coachella Valley
- 9. Neuro Vitality Center
- 10. Elder Love USA
- 11. Refuge Pregnancy Center
- 12. SoCal Adaptive Sports
- 13. DAP Health/Borrego
- 14. Habitat for Humanity of the Coachella Valley, Inc.

The new EHR went live on 3/18/2024 and has been a success. Like any change, there have been adjustments, but the staff is happy and has reported a level of "easiness" using the system, improving morale. Clients are also able to cancel appointments via text and also complete forms online via a client portal.

GRANT PROGRESS REPORT

Coachella Valley Volunteers In Medicine, Grant # 1408

ABOUT THE ORGANIZATION

Coachella Valley Volunteers In Medicine 82915 Avenue 48 Indio, CA 92201 760-342-4414

Progress Report Contact:

Doug Morin, Executive Director doug.morin@cvvim.org

PROJECT INFORMATION

Project Title: 1408 Ensuring access to healthcare through awareness and continuation

of services delivery.

Grant Term: 11/01/2023 - 10/31/2024

Total Grant Amount Awarded: \$478,400.00

Reporting Period: 02/01/2024 - 04/30/2024

Report Due Date: 06/01/2024

DESERT HEALTHCARE DISTRICT STRATEGIC PLAN ALIGNMENT

Goal 2: Proactively expand community access to primary and specialty care services

Strategy 2.4: Improve accessibility of primary and specialty care services by increasing available telehealth services in Coachella Valley (Priority: High)

Strategy 2.7: Increase equitable access to primary and specialty care services and resources in underserved communities in Coachella Valley (Priority: High)

PROGRESS TOWARDS PROJECT DELIVERABLES

Write your progress towards each project deliverable in the space below. Project deliverable numbers should ONLY reflect those directly funded by DHCD funds.

Project Deliverable #1:

By October 31, 2024, provide in-person primary medical care services to 1,500 individuals.

Progress towards Deliverable #1:

During this grant period (2/1/2024 - 4/30/2024) we provided 331 medical visits to 331 unique patients.

Project Deliverable #2:

By October 31, 2024, provider telehealth primary medical care services to 120 individuals.

Progress towards Deliverable #2:

We provided telehealth primary care services to 44 individuals during this period (representing 52 total telehealth visits).

Project Deliverable #3:

Provide various health related services or "encounters" (Health Education; Diabetes and General Case Management; Social Service Interventions; Medical Outreach to Unhoused Persons) to 500 patients based upon their needs as assessed by their medical provider or VIM Social Worker.

Progress towards Deliverable #3:

588 encounters were provided to 322 patients during this reporting period (2/1/2024 - 4/30/2024).

Reasons for these encounters were: Behavioral Health Services (75); General and Specific-Disease Case Management (182); Education (34); Emergency Food Support (40); RCRMC Referral/MISP (102); SDOH Assessment (68); Street Medicine (72) Vision services (15)

Project Deliverable #4:

By October 31, 2024, hire a community health worker and contract promotores to increase awareness of VIM services in the community through a minimum of 6 community health fairs and 8 community-based presentations with an expected reach of 600 community members.

Progress towards Deliverable #4:

The process of onboarding contract promotores advanced considerably during this reporting period, with 4 new persons completing the necessary paperwork and training. Both the Community Outreach Worker and promotora brought on board in the first quarter reporting period remain involved in the project. 714 is the total number of "meaningful" discussions with nonpatients at a health/resource fairs.

PROGRESS TOWARDS PERFORMANCE MEASURES

Please provide your project's performance measure numbers as they align with your project deliverables and the identified Desert Healthcare District's strategy/strategies. Performance measure numbers should ONLY reflect the reporting period.

PM 2.4: # of additional telehealth visits:

52

PM 2.3: # of clients served as a result of additional telehealth access:

44

PM 2.4: % increase in services delivered:

100

PM 2.7: # of Community Navigators trained:

4

PM 2.7: # of Community Navigators hired:

4

PM 2.7: # of clients who increased their knowledge of primary and specialty care resources:

714

PM 2.7: # of clients who were directly connected to a primary and specialty care service provider:

375

PM 2.7: # of clients who connected to primary and specialty care via supportive healthcare services:

(Number of clients who were connected to primary and specialty care via supportive healthcare services <u>such as transportation assistance</u>, <u>insurance enrollment</u>, <u>etc.</u>) 322

PROGRESS ON THE DISTRICT RESIDENTS SERVED:

Total Number of District Residents Reached During This Reporting Period: 1089

Geographic Area(s) Served During This Reporting Period:

Bermuda Dunes, Cathedral City, Coachella, Desert Edge, Desert Hot Springs, Indian Wells, Indio, Indio Hills, La Quinta, Mecca, North Shore, Palm Desert, Palm Springs, Rancho Mirage, Thermal, Thousand Palms

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Please share any challenges and course corrections you may have experienced during this performance period such as reaching organizational capacity, partnerships, identified geographic areas and/or target populations, etc.

We didn't experience any challenges during this period and, therefore, had no course corrections to make.

Please share any success stories highlighting the impact that your project had on the community during this reporting period.

A resident of Mecca came to the monthly "Free Clinic" we provide in partnership with UCR Medical School after having a promotora talk with him while they were calling on residents at the mobile home park where she lived. The resident attended the clinic just to "get checked out" and initially didn't want to enroll as a VIM patient because he wasn't familiar with us and was in the US without proper paperwork. He was aware of the remote clinic, however, so he was familiar with it and trusted the promotora he initially spoke with, who was also a neighbor where he lived. The UCR student who initially met and spoke with him understood from the patient that he was dealing with some untreated medical issues; with encouragement from the student, he agreed to complete an application for VIM service and was seen by a physician at our Indio clinic. The patient completed the laboratory testing the physician ordered and returned to our Indio clinic for a follow-up visit, where he was advised he had thyroid issues and required medication for treatment. The patient was compliant throughout the process, including medication compliance, and returned to the remote clinic a month later to express his appreciation and let everyone know he was feeling much better since being on medication

Is there anything the Desert Healthcare District staff can do to assist you in achieving the deliverables of your project?

Not at this time.

GRANT PROGRESS REPORT

Alianza Nacional de Campesinas, Inc., Grant # 1410

ABOUT THE ORGANIZATION

Alianza Nacional de Campesinas, Inc. P.O. Box 20033 Oxnard, CA, CA 93034 951-545-1917

Progress Report Contact:

Hermila Trevino Sauceda, Executive Director mily@campesinasunite.org

PROJECT INFORMATION

Project Title: 1410 Coachella Valley Farmworkers Food Distribution

Grant Term: 11/01/2023 - 10/31/2024

Total Grant Amount Awarded: \$57,499.00

Reporting Period: 11/01/2023 - 04/30/2024

Report Due Date: 06/01/2024

DESERT HEALTHCARE DISTRICT STRATEGIC PLAN ALIGNMENT

Goal 5: Be responsive to and supportive of selected community initiatives that enhance the economic stability of the District residents (on a situational basis)

Strategy 5.3: Reduce the negative impacts of social determinants of health on poverty in Coachella Valley

PROGRESS TOWARDS PROJECT DELIVERABLES

Write your progress towards each project deliverable in the space below. Project deliverable numbers should ONLY reflect those directly funded by DHCD funds.

Project Deliverable #1:

By October 31, 2024, we will have distributed food and other items (e.g. diapers,

toothpaste, etc) to approximately 102,000 people. We base our estimate on increasing our monthly providing assistance to from 1,200 families, who we currently serve, to 1,700. We estimate that each family has approximately 5 members. Therefore, we will increase the number of people we currently serve from 6,000 a month to approximately 8,500. 8,500 people each month, for the next year, totals 102,000 individuals. Also, we have found in our past distribution efforts that many people are in need, but cannot travel to the distribution sites. We adapted our distribution efforts by including within the project a delivery service to people. For this project, we will also include these people into our final account, keeping track of the items and the number of people who we make deliveries to.

Progress towards Deliverable #1:

During the six month period since we received the Desert Health District and Foundation (DHCP) grant, we have held food and basic necessity distribution events six times, on 11/08/2023, 12/16/2023, 01/20/2024, 02/17/2024, 03/16/2024, 04/20/2024. On average, we reach around 1,600 families at each event. We estimate that each family has about five members, which means that we reach approximately 15,000 people at each distribution event. During this most recent grant cycle, according to our calculations, we have reached between 40,000 to 50,000 people. In terms of our overall goal - to reach about 100,000 individuals - we are on track.

Project Deliverable #2:

By October 31st, 2024, we will have conducted outreach to approximately 50,000 individuals to notify them about our food distribution events. Alianza staff will continuously engage in at least two outreach activities per week to disseminate information in our community on our food distribution efforts. We will reach approximately 4,500 people a month by engaging them in community venues (i.e churches), as well as at cultural and collaborative events to share about our work and invite them to the monthly distribution sites.

Progress towards Deliverable #2:

We will likely surpass our goal of reaching over 102,000 families as more people receive word of our efforts. We have also managed to retain a core group of volunteers over the past six months, from between 35 to 45 individuals, who help us at each distribution event and also conduct outreach. Additionally, we rely regularly upon a group of about 15 other volunteers who deliver food to various other places in the Coachella Valley. These individuals provide food as well as basic necessities such as diapers, baby socks, and other items to a couple dozen families who do not have the means to arrive at the distribution sites in person. We will continue our outreach efforts during the next six month period, working more with area groups, as well as going to places such as churches and local stores.

PROGRESS TOWARDS PERFORMANCE MEASURES

Please provide your project's performance measure numbers as they align with your project deliverables and the identified Desert Healthcare District's strategy/strategies. Performance measure numbers should ONLY reflect the reporting period.

PM 5.3: # of community engagement/awareness activities:

PM 5.3: # of clients/potential clients reached through awareness efforts: 27,000

PM 5.3: # of clients who were directly connected to services and/or resources: 9.600

PROGRESS ON THE DISTRICT RESIDENTS SERVED:

Total Number of District Residents Reached During This Reporting Period: 27,000

Geographic Area(s) Served During This Reporting Period: Coachella, Desert Edge, Indio, Mecca, North Shore, Oasis, Thermal

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Please share any challenges and course corrections you may have experienced during this performance period such as reaching organizational capacity, partnerships, identified geographic areas and/or target populations, etc.

During the first six month period, we have not encountered any serious obstacles. We anticipate, however, that in the following months we will encounter certain dangers concerning heat stress, particularly for our staff and volunteers. As we have seen in the past, we have had to change the times when we conduct out distribution events accordingly. Meanwhile, we have not had problems in this regard in the past, as we have managed to communicate effectively with our delivery team and recipients. Thanks to the DHCP grant, we have managed to strengthen our distribution services, particularly through funding the part time salaries of two staff people - Elizabeth Jaime and Lolis Trevino. These individuals assist at the events and coordinate volunteers. Elizabeth and Lolis also track what we distribute in terms of products and to whom, which help us document our progress and where we need to improve. Besides retaining these committed staff members, resources from the grant have helped us offset the necessary costs for our events. These costs include forklift rental, sanitation services, u haul rental, stipends for volunteers, as well as basic personal protective equipment (PPE) at events such as gloves and masks.

Please share any success stories highlighting the impact that your project had on the community during this reporting period.

Please see an attachment named Food Distribution Pictures which captures our work during the food distributions and the community.

At this time, we have no particular stories to share. But we are currently collecting testimonies from both recipients and volunteers, and will refine them for our final report.

Is there anything the Desert Healthcare District staff can do to assist you in achieving the deliverables of your project?

At the current moment, we do not anticipate any assistance will be needed from DHCP.

Please note Column C on General ledger excel attachment contains links to each receipt that is listed on the General Ledger.

GRANT PROGRESS REPORT

Voices for Children, Grant # 1413

ABOUT THE ORGANIZATION

Voices for Children 2851 Meadow Lark Drive San Diego, CA 92123 858-569-2019

Progress Report Contact:

Brian Hutchins, Grants Officer BrianH@speakupnow.org

PROJECT INFORMATION

Project Title: 1413 Court Appointed Special Advocate (CASA) Program

Grant Term: 11/01/2023 - 10/31/2024

Total Grant Amount Awarded: \$81,055.00

Reporting Period: 11/01/2023 - 04/30/2024

Report Due Date: 06/01/2024

DESERT HEALTHCARE DISTRICT STRATEGIC PLAN ALIGNMENT

Goal 2: Proactively expand community access to primary and specialty care services **Goal 3:** Proactively expand community access to behavioral/mental health services

Strategy 2.7: Increase equitable access to primary and specialty care services and resources in underserved communities in Coachella Valley

Strategy 3.6: Increase awareness of behavioral/mental health resources for residents in Coachella Valley

PROGRESS TOWARDS PROJECT DELIVERABLES

Write your progress towards each project deliverable in the space below. Project deliverable numbers should ONLY reflect those directly funded by DHCD funds.

Project Deliverable #1:

By October 31, 2024, 40 underserved Coachella Valley youth in foster care will be matched with a CASA who will ensure that they receive primary and/or specialty healthcare services. This project goal coincides with the District and Foundation's Strategic Plan performance measure: "# of individuals who were connected to primary and specialty healthcare services in underserved communities" under strategy 2.7: "Utilize an equity lens to expand services and resources to underserved communities."

Progress towards Deliverable #1:

Voices for Children (VFC) is pleased to report that we are on track to meet Deliverable #1. As of April 30, 2024, 19 underserved Coachella Valley youth in foster care had been matched with CASA volunteers through this grant. Of these youth, seven are girls and 12 are boys. They range in age from 5 to 19 years. Sixteen of the youth are Hispanic/Latino and five are Black/African American. As of May 2024, 38 additional Coachella Valley youth were on our waiting list for CASA volunteer assignment. The CASA volunteers are ensuring that the youth are receiving primary and, if necessary, specialty healthcare services. Each youth was referred for CASA services by judges, attorneys, and social workers. Each CASA volunteer completed 35 hours of initial training through Advocate University, VFC's internal CASA training program, and receives 12 hours of Continuing Education each year. VFC Advocacy Supervisors are monitoring each child's access to healthcare services through monthly updates from CASA volunteers. Advocacy Supervisors maintain detailed case notes about each child's overall health, emerging health issues, and medical care. Every six months, Advocacy Supervisors and CASA volunteers submit comprehensive court reports for each youth. These reports include information about the child's health, including their medical and dental exams, immunizations, prescribed medications, developmental milestones, and access to healthcare services.

Project Deliverable #2:

By October 31, 2024, the 40 underserved Coachella Valley youth in foster care who have been matched with a CASA will receive access to any necessary behavioral/mental health services.

This project goal coincides with the District and Foundation's Strategic Plan performance measure "# of individuals who were connected to behavioral/mental health services" under strategy 3.7 "Collaborate/partner with community providers to enhance access to culturally-sensitive behavioral/mental health services."

Progress towards Deliverable #2:

As of April 30, 2024, the 19 Coachella Valley youth in foster care who have been matched with CASA volunteers thus far through this grant award are receiving access to any necessary behavioral and mental healthcare services. VFC Advocacy Supervisors monitor each child's behavioral and mental health on a monthly basis as they receive updates from the CASA volunteers. The comprehensive court report that Advocacy Supervisors and CASA volunteers develop every six months includes information about

each child's mental health, access to behavioral and mental healthcare services, therapeutic goals and progress, and any prescribed medications.

PROGRESS TOWARDS PERFORMANCE MEASURES

Please provide your project's performance measure numbers as they align with your project deliverables and the identified Desert Healthcare District's strategy/strategies. Performance measure numbers should ONLY reflect the reporting period.

PM 2.7: # of Community Navigators trained:

58

PM 2.7: # of clients who were directly connected to a primary and specialty care service provider:

19

PM 3.6: # of Community Navigators trained:

58

PM 3.6: # of clients who were directly connected to behavioral/mental health services:

19

PROGRESS ON THE DISTRICT RESIDENTS SERVED:

Total Number of District Residents Reached During This Reporting Period: 77

Geographic Area(s) Served During This Reporting Period:

Cathedral City, Coachella, Desert Hot Springs, Indio, La Quinta, Mecca, Palm Desert, Palm Springs, Thermal

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Please share any challenges and course corrections you may have experienced during this performance period such as reaching organizational capacity, partnerships, identified geographic areas and/or target populations, etc.

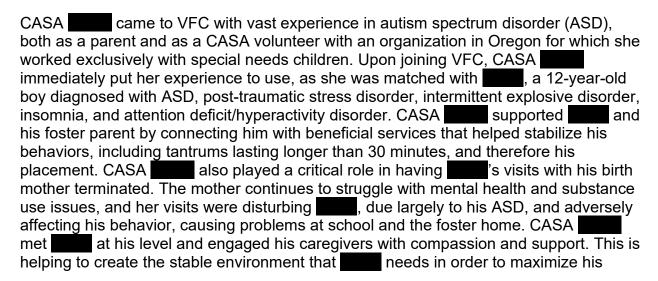
Volunteer recruitment continues to be VFC's greatest challenge. This is an especially daunting challenge due to our imperative to grow our Court Appointed Special Advocate (CASA) program significantly in order to serve more of the 5,000 Riverside County children, including approximately 1,000 from the Coachella Valley, who spend time in foster care each year. Despite continued year-over-year growth since our Riverside

County program's inception in 2015, we provided CASAs volunteers to 507 children through the first three quarters of the 2023–24 fiscal year—a fraction of the total number in foster care. Therefore, we remain committed to continued prudent growth.

For the most part, our recruitment issues remain the same. People remain hesitant to the commitment, often due to biases and misunderstanding of foster care and how the youth "behave." Other potential recruits are not willing to drive throughout the county; covering more than 7,300 square miles, Riverside County is the fourth largest county in California and tenth largest in the nation. This greatly affects our Coachella Valley operations, as volunteers from more populous western regions of the county are often reticent to accept appointments to children in the Eastern portion of the county due to long commutes. During the remainder of the grant term, we will be investing more into recruitment efforts in Coachella Valley through marketing and community events. Too few male CASA volunteers also continues to be an issue, both locally and nationally.

We continue to innovate our recruitment efforts. For example, we have created an outreach team of current CASA volunteers to support our recruitment efforts, including staffing event booths, following up on volunteer inquiries, and helping prospective trainees navigate the application process. In addition, our CASA Recruitment and Outreach Manager is now receiving outreach consulting services from California CASA. Through working with the consultant, we have discovered that most of our recruits who become CASA volunteers were referred by a friend or had heard of us online or via text. Our plans for FY 2024–25 include hiring an outreach coordinator to support our CASA Recruitment and Outreach Manager and a Program Manager for our Palm Desert office. In January 2024, VFC launched our second annual "Your Voices, Their Future" recruitment campaign with an increased goal of recruiting CASAs in Riverside and San Diego Counties to serve an increased goal of 150 additional children by May 1, 2023, the beginning of National Foster Care Awareness Month. We surpassed this goal.

Please share any success stories highlighting the impact that your project had on the community during this reporting period.



potential, so much so that his foster parents have expressed an interest in adopting him and he received a "Student of the Year" award from his school. VFC deeply appreciates the Desert Healthcare District's support, which is enabling us to provide more Coachella Valley children like with the ongoing and comprehensive support of CASA advocacy.

Is there anything the Desert Healthcare District staff can do to assist you in achieving the deliverables of your project?

VFC is truly thankful for the support, financial and otherwise, of the Desert Healthcare District and its staff. Although we do not need specific assistance in achieving the deliverables for this grant, we hope that you will continue to support our efforts and bolster awareness of our organization, our CASA program, and our never-ending need for additional CASA volunteers. Thank you again for all that you have done and are doing for VFC and Coachella Valley children in foster care.

Grant Progress Report

Organization Name: Lift to Rise

Grant #: 1391

Project Title: Driving Regional Economic Stability Through Collective Impact

Contact Information:

Contact Name: Heather Vaikona

Phone: 760-601-5578

Email: heather@lifttorise.org

Grant Information

Total Grant Amount Awarded: \$900,000.00

Grant Term (example 7/1/22 – 6/30/23): 6/1/23 – 5/31/26

Reporting Period (example 7/1/22 – 10/31/22): 3/1/24 – 5/31/24

Desert Healthcare District Strategic Plan Alignment

Goal: 5

Strategy: 5.1, 5.2, 5.3, 5.4

Progress This Reporting Period

Please describe your project accomplishment(s) during this reporting period in comparison to your proposed goal(s) and evaluation plan.

Progress of Goal #1: (Goal from grant proposal in black, progress in green)

Identify 3,000 units/year that meet criteria for the affordable housing pipeline (with an emphasis on colocation with healthcare and childcare facilities) and move 50% of pipeline projects to development:

- Identify 3,000 new units for pipeline by 12/31/2023 and another 3,000 by 12/31/2024
 - During the reporting period, approximately 264 additional affordable units have been added to the pipeline, bringing the total to nearly 7,500 units.
- Review local housing elements and creatively activate or re-purpose vacant land in partnership with county and municipal governments, school districts, utilities and others

- During the reporting period, Lift to Rise reviewed and mapped non-municipally owned land across the Coachella Valley, identifying 8 parcels to assess for viability for affordable housing development. The housing element updates of the City of Coachella, City of Indian Wells, County of Riverside have still not been certified by CA HCD, however Lift to Rise has mapped the sites inventory sites proposed in the most recent submitted versions of those housing element updates. These sites should be confirmed during the next reporting period, assuming that these remaining jurisdictions have compliant housing elements by then.
- Develop criteria for health and Early Childcare and Education co-location, and develop healthcare and childcare plans to be connected to housing
 - During the reporting period, Lift to Rise participated in three monthly meetings with Build Up Riverside, a coalition of partners working on improving early childcare and education (ECE) access in Riverside County. During these meetings, Lift to Rise and the coalition partners are developing criteria for ECE co-location with affordable housing, including defining standards for square footage of ECE centers as well as best practices for operators.
 - During the reporting period, Lift to Rise continued its work around Housing as a Social Determinant of Health, including meeting with several health-focused local and national stakeholders. At the federal level, Lift to Rise met with officials from Centers for Disease Control and Prevention (CDC) as well as the US Department of Health and Human Services to discuss what the respective agencies can do to improve synergy between health and affordable housing funding streams and programs. Lift to Rise also met again with Congressman Ruiz's office, this time with his chief of staff, to discuss the policy recommendations that came out of the Congressional Roundtable that took place during the previous reporting period. At the local level, Lift to Rise met with Inland Empire Health Plan (IEHP) community health worker staff to discuss the details of the policy recommendations list.
- Identify 3-4 infrastructure plays that could accelerate development.
 - O During the reporting period, Lift to Rise has had several meetings with Housing CAN and affordable housing developer partners including Coachella Valley Housing Coalition and Riverside Legal Aid to discuss water and sewer infrastructure that is lacking in parts of Desert Hot Springs and the Eastern Coachella Valley. Lift to Rise identified a potential water/sewer infrastructure improvement opportunity in Thermal that could unlock hundreds of affordable units in the Eastern Coachella Valley. In the upcoming reporting period, Lift to Rise is scheduled to have a meeting with a market rate developer who is looking to bring in water and sewer infrastructure and make it available to nearby affordable housing projects.

Evaluation Plan for Goal #1: (Plan from grant proposal in black, metrics from reporting period in green)

- Monitor and track the # of units identified (264 during reporting period) as well as the # of units that move from planned to under development in the "Development Status" field within our Affordable Housing Pipeline Portal (~55 during reporting period).
- Monitor and track the # of sites within each city's Housing Element Update sites inventory that are being considered for affordable housing development via an RFP process issued by a city or negotiations with an affordable housing developer (0 during reporting period across cities with compliant housing elements).
- Monitor and track the # of projects that have an ECE facility either co-located within the development or associated with the development (2 during reporting period); monitor and track the # of projects that have health facility either colocated within the development or associated with the development (1 during reporting period).
- Monitor and track the # of catalytic infrastructure investments made and the \$ amount of those investments (0 during reporting period); monitor and track the # of affordable units unlocked via such investments (0 during reporting period).

Progress of Goal #2: (Goal from grant proposal in black, progress in green)

Grow We Lift: the Coachella Valley's Housing Catalyst Fund's lending pool to more than \$60 million that will be invested in moving projects to development

- Raise \$30 million in grants for We Lift's loan loss pool, which will be matched by \$30 million in CDFI and other funds to support predevelopment costs, helping developers secure land and permanent financing to move to construction
 - Ouring the reporting period, Lift to Rise joined forces with local and statewide partners for aggressive local and state advocacy efforts to reverse the proposed cuts to SCAG's REAP 2.0 program and ensure that we receive the originally awarded funds for the We Lift fund. Due to our advocacy efforts, not only did SCAG release an updated list of projects recommended for funding prioritization which included Lift to Rise, but the State legislature released a joint budget proposal in response to the Governor's May revised budget that called for almost a full restoration of funding for the REAP 2.0 program. This means that we will almost certainly receive the originally anticipated \$5 million the advocacy happening now is to ensure that we get it quickly.
- Raise \$10 million in grant dollars to support housing connected to health and ECE outcomes
 - During the reporting period, no funds were raised to support housing connected to health and ECE outcomes – fundraising for these efforts will occur in subsequent reporting periods during the three-year grant term.
- Deploy We Lift loans to at least four projects per year
 - During the reporting, Lift to Rise did not deploy any loans or sign new term sheets.
- NOTE Lift to Rise is not proposing that District funds be allocated into the We

Lift fund – the funds will be used as organizational operating support, which includes administering the We Lift fund and building the local market for affordable housing investment.

Evaluation Plan for Goal #2: (Plan from grant proposal in black, metrics from reporting period in green)

- Track the \$ amount of funding secured for the We Lift fund (\$5 million during reporting period)
- Track the \$ amount of funding leveraged to support housing connect to health and ECE outcomes (\$0 during reporting period)
- Track the # of loans deployed to projects (0 during reporting period)
- Track the # of units catalyzed through deployed loans (0 during reporting period)

Progress of Goal #3: (Goal from grant proposal in black, progress in green)

Advocate for changes in federal and state regulations for affordable housing programs that remove barriers for our region and align our local jurisdictions in establishing prohousing policies that support development.

- Federal focus: Seek opportunities for the region to access CDFI Capital Magnet Fund and HUD and USDA housing programs.
 - O During reporting period, Lift to Rise continued to review regulations and guidelines from HUD and USDA around project-based vouchers, housing choice vouchers, and rural development loans and developed recommendations for regulatory improvements to address affordable housing development challenges in the Coachella Valley. Lift to Rise also began to investigate the availability and viability of additional Federal funding sources for affordable housing and housing-supportive infrastructure.
- State focus: Re-orient climate and density goals to fit inland California regions in the guidelines and regulations of state funding programs.
 - During the reporting period, Lift to Rise continued to contribute to advocacy efforts calling for changes to the scoring criteria for the CA Tax Credit Allocation Committee (TCAC), which oversees the disbursement of Low-Income Housing Tax Credits to affordable housing projects statewide. This includes advocating for changes to how TCAC incorporates the HCD Opportunity Area Maps into its scoring criteria.
 - During the reporting period, Lift to Rise engaged in statewide advocacy efforts to preserve funding for key affordable housing programs like REAP 2.0, the Multifamily Housing Program, and the State Low Income Housing Tax Credit program, that the Governor proposed fully or partially cutting in his May revised budget.
- County focus: Work with health and childcare agencies to support affordable housing tied to health and ECE, and unlock new funding for development
 - o During the reporting period, Lift to Rise participated in three monthly

- meetings with Build Up Riverside, a coalition of partners working on improving early childcare and education (ECE) access in Riverside County. During these meetings, Lift to Rise and the coalition partners are continuing to develop criteria for ECE co-location with affordable housing.
- City focus: Support all nine Coachella Valley cities to earn the HCD Pro-Housing Designation and with emphasize by right development and streamlined entitlement.
 - During the reporting period, Lift to Rise paused efforts around the HCD Pro-Housing Designation to focus on the launch of our Housing CAN's 2024-2026 Action Plan. This City Focus area still remains a priority in the 2024-2026 Action Plan and we will continue this push to align the local Coachella Valley cities around pro-housing policies in upcoming reporting periods.

Evaluation Plan for Goal #3: (Plan from grant proposal in black, metrics from reporting period in green)

- Monitor and track # of affordable housing / infrastructure-related NOFAs and funding opportunities made available via Federal agencies that apply to local governments or community based organizations in our region (2 during reporting period).
- Monitor and track the # of public comments for bills and regulations at the State level that Lift to Rise and partners submitted (8 during reporting period); # of bills and regulations updated as a result of our shared advocacy (1 during reporting period).
- Monitor and track the # of local jurisdictions, including Riverside County, who
 have applied for the Pro-housing Designation (0 during reporting period); monitor
 and track the # of local jurisdictions, including Riverside County, who have
 received the Pro-housing Designation (0 during reporting period).
- Monitor and track the # of healthcare and ECE agencies engaged around collaborative efforts to co-locate affordable housing with health and ECE infrastructure (5 during reporting period).

Progress of Goal #4: (Goal from grant proposal in black, progress in green)

Educate and activate resident leaders, partners, and public officials to advocate for affordable housing in the region.

- Build compelling case for affordable housing and supporting media and materials through work with The Case Made and Swell Creative Group
 - During the reporting period, Lift to Rise launched our Housing CAN's 2024-2026 Action Plan and as part of the launch, embarked on a "tour" to every Coachella Valley city council to present the plan and build a compelling case for affordable housing at each city. During the reporting period, we presented to the cities of Indian Wells, Palm Springs, Palm Desert, with the remaining city presentations falling in the June 1 – August

31 reporting period. During these presentations, residents from each of the cities have given public comment in support of the plan and Lift to Rise has been strategically sharing video of these comments as well as video interviews of the public commenters on our social media platforms.

- Identify other housing advocates in the region and build partnerships around shared agenda interests
 - During the reporting period, Lift to Rise has continued to engage several new housing advocates in the region including Inland Empire Health Plan (IEHP), affordable developer partners interested in working on projects in the Coachella Valley, several local Rotary Clubs, and the Indio Police Officer's Association. Lift to Rise has also continued to build its partnership with the Southern California Association of Non-Profit Housing (SCANPH) and is building inroads with Housing California.
- Activate the Resident Leadership Table to educate residents and increase resident civic engagement through attendance at public meetings, letters of support, and other activities in support of affordable housing
 - During the reporting period, Lift to Rise hosted 3 meetings with the Resident Leadership table and mobilized members and their networks to comment on policy and planning considerations at public meetings.
 - During the reporting period, Lift to Rise mobilized over 25 residents to give public comment at City Council meetings in Indian Wells, Palm Desert, and Palm Springs in support of the Housing CAN's 2024-2026 Action Plan. All councils so far have endorsed the plan.
 - O During the reporting period, Lift to Rise worked on building out its Committees by City network, which is an expansion of the RLT and will become an organizing network in each city/community that will advocate for more affordable housing and pro-housing policies at the local level. The Committees by City officially launched during the reporting period and has since held membership meetings in Desert Hot Springs and Coachella.
- Mobilize CAN members and their networks to support affordable housing proposals
 - During the reporting period, Lift to Rise hosted 3 meetings with the Housing CAN and mobilized members and their networks to comment at City Council meetings in support of the 2024-2026 Action Plan.
- Design and deliver curricula to educate public officials and for community members who wish to advocate
 - During the reporting period, Lift to Rise worked on crafting city/community specific educational materials related to housing stability and affordability. The materials include data about each city/community, the affordable housing projects in the works in those cities, and the local and state legislative and policy tools available in each city to move affordable housing forward. These toolkits were distributed to each city during the reporting period as part of the launch of Lift to Rise and the Housing CAN's 2024-2026 Action Plan.
- Develop materials and work with partners to equip elected and appointed public

officials with data and arguments in support of affordable housing.

 During the reporting period, Lift to Rise continued to work on compiling data and designing and producing educational materials – delivery of materials will occur in subsequent reporting periods,

Evaluation Plan for Goal #4: (Plan from grant proposal in black, metrics from reporting period in green)

- Monitor and track the # of community residents actively participating in the Resident Leadership Table (9 during reporting period).
- Monitor and track the # of community residents attending Lift 101 and Lift to Rise Townhall events (26 during reporting period).
- Monitor and track the # of community residents mobilized in support of affordable housing projects at local city council and planning commission public meetings (27 during reporting period).
- Monitor and track # of local elected officials engaged around an affordable housing education campaign / curriculum targeted at local elected officials (15 during reporting period).

Progress of Goal #5: (Goal from grant proposal in black, progress in green)

Build and sustain the capacity of Lift to Rise to serve as backbone organization for the Housing CAN, provide thought leadership in the region around affordable housing and its fundamental relationship with health and economic dignity, and administer We Lift: the Coachella Valley's Housing Catalyst Fund.

• During the reporting period, Lift to Rise has provided several professional and leadership development opportunities for staff and for Housing CAN partners.

Evaluation Plan for Goal #5: (Plan from grant proposal in black, metrics from reporting period in green)

- Monitor and track the # of employees hired by Lift to Rise and the length of time they stay at the organization (0 during reporting period)
- Monitor and track the # of professional development trainings/resources accessed by Lift to Rise employees (6 during reporting period).

<u>Progress on the Number of District Residents Served</u>

Number of Unduplicated District Residents <u>Directly</u> Served During This Reporting Period: 600

Number of Unduplicated District Residents <u>Indirectly</u> Served During This Reporting Period: 1,000

Please answer the following questions:

- Is the project on track in meeting its goals? Yes, the project is on track to meeting its goals.
- Please describe any specific issues/barriers in meeting the project goals.

 At this moment, we have not experienced specific barriers to meeting project goals.
- If the project is not on track, what is the course correction?
 N/A
- Describe any unexpected successes during this reporting period other than those originally planned.
 N/A



DESERT HEALTHCARE DISTRICT & FOUNDATION

Date: July 9, 2024

To: Program Committee

Subject: Grant Applications Status Report

Staff Recommendation: Information only.

<u>Grant Applications:</u> The following grant and mini grant applications have been submitted and are under review by the grants team and are pending either proposal conferences and/or a site visit. Recommendations/suggested decisions will be brought forward to the Program Committee for possible action:

- 1. Mini Grant #1433 GANAS \$10,000: Mission is to improve the quality of life of the Hispanic and Latino special needs community
 - a. Status: withdrawn by applicant who will be submitting a new application to reflect direct healthcare services for special needs children.
- 2. Grant #1465 UCR School of Medicine \$260,945 for two years for operating support of the free Mecca medical student-run clinic
 - a. Status: Pending a second proposal conference to review submitted revised application and budget
- 3. Grant # 1463 Ronald McDonald House Charities \$158,797 for support of temporary housing and family support services for Coachella Valley children and their families
 - a. Status: Pending application and budget revisions
- 4. Mini grant #1464 Palms To Pines Parasports -\$9775 for support of occupational therapy services for specialized clients
 - a. Status: Pending proposal conference withdrawn by applicant putting pilot program idea on hold
- 5. Grant#1468 Eisenhower Health \$1,989,493 for 3 years to support psychiatric care expansion and development of a psychiatry residency program
 - a. Status: Application discussion meeting with EMC's CAO, Graduate Medical Education; Chief Medical Officer; and MD overseeing psych residency program
- 6. Mini grant #1469 Bridges to Hope \$10,000 for overhead as the organizing body that links the unhoused to health and other essential services.
 - a. Status: Pending mini grant proposal conference

Recently Board-approved GRANTS/MOU:

1. MOU HARC to provide \$66,240 for post-incentives of the 2025 Community Health Survey over a two-year perioфage 133 of 154

Recently Staff-approved MINI GRANTS: None at this time

Recently declined MINI GRANTS:

- 1. Mini grant #1467 Overflow 9:12 \$10,000 to support the general operating budget, including the purchase of needed clothing items that have not been donated, blankets, laundry and sanitation materials, and office supplies.
 - a. Reason for declination: no alignment to DHCD Strategic Plan and high priority goals and strategies.
- 2. Mini grant #1470 Save The Brave: \$10,000 to expand Therapeutic Support for Veterans through Jiu-Jitsu and Offshore Fishing Programs- funds were to be used mainly for the purchase of Jiu Jitsu gear and fishing equipment
 - a. Reason for declination: falls outside high priority goals of enhancing accessibility and raising awareness of <u>direct healthcare services</u>.

Recently declined GRANTS: None at this time

	_	DESERT HEALTHCARE DISTRICT	T COLUEDIN E	_						
		OUTSTANDING GRANTS AND GRANT PAYMEN June 30, 2024	T SCHEDULE							
		TWELVE MONTHS ENDING JUNE 30, 2	2024							
			Approved		6/30/2023	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr		Open
Grant ID Nos.	-	Name	Grants - Prior Yrs		Bal Fwd	2023-2024	July-June	July-June	B/	ALANCE
2014-MOU-BOD-11/21/13 2022-1301-BOD-01-25-22	 	Memo of Understanding CVAG CV Link Support UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr.	\$ 10,000,000 \$ 113,514		3,320,000 11,352		\$ 1,670,000 \$ 5,747		\$	1,650,000 5,605
2022-1301-BOD-01-23-22		Unexpended funds Grant #1301	\$ 113,514	3	11,352		5,747		S	(5,605
2022-1311-BOD-04-26-22		Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr.	\$ 102,741	\$	10,275		\$ 10,275		\$	-
2022-1313-BOD-04-26-22		Angel View - Improving Access to Primary & Specialty Care Services for Children With Disabilities 1 Yr.	\$ 76,790		7,680		\$ 7,680		\$	
2022-1314-BOD-05-24-22	-	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 60,000		6,000		\$ 6,000		\$	
2022-1325-BOD-06-28-22		Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs. Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 150,000 \$ 50,000		82,500 27,500		\$ 67,500 \$ 22,500		\$	15,000 5,000
2022-1327-BOD-06-28-22 2022-1328-BOD-06-28-22		El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000		82,500		\$ 67.500		S	15,000
2022-1331-BOD-06-28-22		Services - 2 Yrs.	\$ 50,000		27,500		\$ 22,500		\$	5,000
2022-1324-BOD-07-26-22		Galilee Center - Our Lady of Guadalupe Shelter - 2 Yr.	\$ 100,000		55,000		\$ 45,000		\$	10,000
2022-1332-BOD-07-26-22	-	Alianza CV - Expanding & Advancing Outreach Through Increasing Capacity Development - 2 Yrs.	\$ 100,000		55,000		\$ 45,000		\$	10,000
2022-1329-BOD-09-27-22 2022-1350-BOD-09-27-22		DPMG - Mobile Medical Unit - 3 Yrs. JFK Memorial Foundation - Behavioral Health Awareness & Education Program - 1 Yr.	\$ 500,000 \$ 57,541		450,000 5,755		\$ 197,542 \$ 5,755		\$	252,458
2022-1355-BOD-09-27-22		The Joslyn Center - The Joslyn Wellness Center - 1 Yr.	\$ 85,000		8,500		\$ 8,500		s	
2022-1361-BOD-09-27-22		DAP Health - DAP Health Monkeypox Virus Response - 1 Yr.	\$ 586,727		340,654		\$ 7,659		\$	332,995
		Unexpended funds Grant #1361							\$	(332,995
2022-1356-BOD-10-25-22	<u> </u>	Blood Bank of San Bernardino/Riverside Counties - Coachella Valley Therapeutic Apheresis Program - 1 Yr.	\$ 140,000	\$	77,000		\$ 71,121		\$	5,879
2002 4250 DOD 42 25 25	\vdash	Unexpended funds Grant #1356	e	-	00 505				\$	(5,879
2022-1358-BOD-10-25-22 2022-1362-BOD-10-25-22	+	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr. Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.	\$ 110,000 \$ 160,000		60,500 124,000		\$ - \$ 108.000		\$	60,500 16,000
2022-1362-BOD-10-25-22 2022-1326-BOD-12-20-22	\vdash	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs. TODEC - TODEC's Equity Program - 2 Yrs.	\$ 160,000		77,500		\$ 108,000		\$	55,000
2022-1330-BOD-12-20-22		OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.	\$ 605,000		468,874		\$ 272,249		\$	196,625
2022-1369-BOD-12-20-22		ABC Recovery Center - Cost of Caring Fund Project - 1 Yr.	\$ 332,561	\$	257,735		\$ 257,735		\$	
2023-1333-BOD-01-24-23		Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.	\$ 150,000		116,250		\$ 67,500		\$	48,750
2023-1363-BOD-01-24-23	-	Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.	\$ 60,092		33,052		\$ 27,040		\$	6,012
2023-1372-BOD-02-28-23 2023-1391-BOD-05-23-23	-	Reynaldo J. Carreon MD Foundation - Dr. Carreon Scholarship Program - 1 Yr.	\$ 50,000 \$ 900,000		27,500		\$ 27,500		\$	
2023-1391-BOD-05-23-23 2023-1392-BOD-05-23-23		Lift To Rise - Driving Regional Economic Stability Through Collective Impact - 3 Yrs. Galilee Center - Galilee Center Extended Shelter - 1 Yr.	\$ 900,000 \$ 268,342		832,500 207,965		\$ 202,500 \$ 181,131		\$	630,000 26,834
2023-1393-BOD-06-27-23		DAP Health - DAP Health Expands Access to Healthcare - 1 Yr.	\$ 1,025,778		1,025,778		\$ 923,200		\$	102,578
2023-1398-BOD-06-27-23		Desert Healthcare Foundation - Core Operating Support - 1 Yr.	\$ 750,000		750,000		\$ 750,000		\$	
2023-BOD-06-27-23		Carry over of remaining Fiscal Year 2022/2023 Funds for Mobile Medical Unit Program*	\$ 395,524	\$	395,524		\$ 395,524		\$	-
2023-1399-Mini-07-06-23		Theresa A. Mike Scholarship Foundation - Mini Grant				\$ 10,000		\$ 10,000	\$	
2023-1401-Mini-07-07-23 2023-1396-Mini-07-25-23		Word of Life Fellowship Center - Mini Grant Boys & Girls Club of Coachella Valley - Mini Grant				\$ 10,000 \$ 10,000		\$ 10,000 \$ 10,000	\$	
2023-1389-BOD-07-25-23		Step Up on Second Street - Step Up's ECM/ILOS Programs in the Coachella Valley - 1 Yr.				\$ 64,401		\$ 10,000	s	35,421
2023-1394-BOD-07-25-23		CSU San Bernardino Palm Desert Campus Nursing Street Medicine Program - 1 Yr.				\$ 73,422		\$ 66,080	\$	7,342
2023-1397-Mini-08-23-23		Well In The Desert - Mini Grant				\$ 10,000		\$ 10,000	\$	-
2023-1402-Mini-09-05-23		Ronnie's House for Hope - Mini Grant		-		\$ 10,000		\$ 10,000	\$	
2023-1414-Mini-09-14-23	-	Desert Access and Mobility, Inc Mini Grant		+		\$ 10,000		\$ 10,000	\$	
2023-1400-BOD-09-26-23 2023-1404-BOD-09-26-23	-	Desert Arc - Desert Arc Health Care Program - 1 Yr. Martha's Village and Kitchen - Homeless Housing & Wrap-Around Services Expansion - 2 Yrs.				\$ 291,271 \$ 369,730		\$ 196,608 \$ 166,378	\$	94,663 203,352
2023-1405-BOD-09-26-23		Variety Children's Charities of the Desert - Expansion of Core Programs & Services - 1Yr.				\$ 120,852		\$ 108,766	S	12,086
2023-1408-BOD-10-24-23		Coachella Valley Volunteers In Medicine - Ensuring Access to Healthcare - 1 Yr.				\$ 478,400		\$ 322,920	\$	155,480
2023-1410-BOD-10-24-23		Alianza Nacional de Campesinas, Inc Coachella Valley Farmworkers Food Distribution - 1 Yr.				\$ 57,499		\$ 51,750	\$	5,749
2023-1413-BOD-10-24-23	-	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.				\$ 81,055		\$ 72,948	\$	8,107
2023-1412-BOD-10-24-23		DPMG - DPMG Health Community Medicine - 2 Yrs.				\$ 1,057,396 \$ 40,000		\$ 180,774 \$ 40,000	\$	876,622
2023-MOU-BOD-11-04-23 2023-MOU-BOD-11-04-23	+	TODEC - Outreach & Linkage to Supportive Mental Health Services - Tropical Storm Hilary - 3 Mos. Chance Initiative, Inc Outreach & Linkage to Supportive Services - Tropical Storm Hilary - 3 Mos.		+		\$ 40,000 \$ 10,000		\$ 40,000	9	
2023-1403-BOD-12-19-23		Vision To Learn - Palm Desert & Coachella Valley VTL Program - 1 Yr.				\$ 50,000		\$ 22,500	s	27,500
2023-1419-BOD-12-19-23		Blood Bank of San Bernardino/Riverside Counties - LifeStream's Attracting New Donors Initiative - 1 Yr.				\$ 104,650		\$ 47,092	\$	57,558
2023-1420-BOD-12-19-23		Braille Institute of America - Low Vision Telehealth Services - 1Yr.				\$ 36,697		\$ 16,514	\$	20,183
2023-1421-BOD-12-19-23	+	Olive Crest - General Support for Counseling & Mental Health Services to Vulnerable Children & Families - 2 Yrs.	+	+		\$ 359,594		\$ 80,908	\$	278,686
2024-1430-Mini-02-08-24 2024-1429-BOD-02-27-24	\vdash	Asthma & Allergy Foundation of America St. Louis Chapter - Asthma Newly Diagnosed Kit - 1 Yr. Desert Cancer Foundation - Patience Assistance Program & Community Outreach - 1 Yr.	1	+		\$ 10,000 \$ 163,750		\$ 10,000 \$ 73,687	\$	90,063
2024-1429-BOD-02-27-24 2024-1456-Mini-03-06-24	1	Desert Cancer Foundation - Patience Assistance Program & Community Outreach - 1 Yr. The Pink Journey - Rolling with Hope - 1 Yr.				\$ 163,750 \$ 10,000		\$ 73,687	\$	- 90,003
2024-1432-BOD-04-23-24	L	Variety Children's Charities of the Desert - Outreach & Future Program Expansion - 2Yrs.		L		\$ 102,949		\$ 23,163	\$	79,786
2024-1437-BOD-04-23-24		Youth Leadership Institute - Community Advocates for Resilient Emotional Safety - 2 Yrs.				\$ 100,000		\$ 22,500	\$	77,500
2024-1441-BOD-04-23-24	1	DAP Health - DAP Health Community Health Workers Build Community Connections - 2 Yrs.		+		\$ 125,000		\$ 28,125	\$	96,875
2024-1443-BOD-04-23-24	-	Voices for Children - Court Appointed Special Advocate Program - 2 Yrs.		+		\$ 60,000 \$ 200,000		\$ 13,500	\$	46,500
2024-1445-BOD-04-23-24 2024-1452-BOD-04-23-24	+	The Joslyn Center - Increasing Behavioral Health Access & Social Connectedness - 2 Yrs. El Sol - Coachella Valley Community Assistance, Resources, & Empowerment Services - 2 Yrs.	1	+		\$ 200,000 \$ 200,000		\$ 45,000 \$ 45,000	\$	155,000 155,000
2024-1452-BOD-04-23-24 2024-1453-BOD-04-23-24	t^-	Vision y Compromiso - Cultivando Community Connections - 2 Yrs.		1		\$ 199,914		\$ 45,000	s	154,934
2024-1455-BOD-04-23-24		Angel View - Outreach Program to Reduce Social Isolation & Loneliness - 2 Yrs.		L		\$ 86,250		\$ 19,406	\$	66,844
2024-1431-Mini-04-26-24	L	Habitat for Humanity - Housing Insecurity Prevention Program for Low Income Coachella Valley Residents - 1 Yr.		1		\$ 10,000		\$ 10,000	\$	-
2024-1460-BOD-05-28-24		ABC Recovery Center - Nursing Care and Prescription Medications - 1 Yr.	1	1		\$ 150,134		\$ 67,560	\$	82,574
2024-MOU-BOD-05-28-24	-	Desert Healthcare Foundation - Core Operating Support - 1 Yr.	1	+		\$ 750,000 \$ 305,939		\$ 750,000	\$	205.000
2024-BOD-06-25-24	1	Carry over of remaining Fiscal Year 2023/2024 Funds*		+		\$ 305,939		•	φ	305,939
TOTAL GRANTS	L		\$ 17,229,610	\$	8,944,395	\$ 5,728,903	\$ 5,495,159	\$ 2,635,139	\$	6,198,521
Amto available/remai:-: f-		ht/Programs EV 2022 24								
Amts available/remaining for Amount budgeted 2023-2024	ı Gra	INFTOGRAMS - F1 2023-24:	1	\$	5,000,000			G/L Balance:		6/30/2024
Amount granted YTD:				\$	(5,728,903)			2131	\$	3,723,520
Financial Audits of Non-Profits Net adi - Grants not used:	; Org	nizational Assessments; HCC Intern - Lideres Campesinas FY 22-23 Carryover Mobile Medical Unit Funds; 1361; 1301; 1356	1	\$	(11,100) 740,003			2281	\$	2,475,000
Matching external grant contril				\$	- 10,000			Total	\$	6,198,521
Balance available for Grants				S	(0)				\$	(0)



DESERT HEALTHCARE DISTRICT FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE MEETING MINUTES July 10, 2024

Directors Present via Video Conferencing	District Staff Present via Video Conferencing	Absent
Vice-President Carmina Zavala, PsyD	Chris Christensen, CPA, Chief Executive Officer	Chair/Treasurer
Director Leticia De Lara, MPA	Eric Taylor, CPA, Chief Administration Officer	Arthur Shorr
	Donna Craig, Chief Program Officer	
	Alejandro Espinoza, MPH, Chief of Community	
	Engagement	
	Andrea S. Hayles, MBA, Board Relations Officer	

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Vice-President Zavala chaired the meeting in the absence of Director Shorr calling the meeting to order at 5:00 p.m.	
II. Approval of Agenda	Vice-President Zavala asked for a motion to approve the agenda.	Moved and seconded by Director De Lara and Vice-President Zavala to approve the agenda. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting June 12, 2024	Vice-President Zavala asked for a motion to approve the June 12, 2024, meeting minutes with a correction to item IV. of the June 12, meeting minutes.	Moved and seconded by Director De Lara and Vice-President Zavala to approve the June 12, 2024, meeting minutes. Motion passed unanimously.
V. Chief Executive Officer's Report		
1. CAO New Hire Update	Chris Christensen, CEO, welcomed Eric Taylor as the new chief administration officer, who will present the financials at the F&A Committee meetings. Mr. Christensen, CEO, will continue to attend the F&A Committee meetings in a support role and answer any questions as needed.	
VI. Chief Administration Officer's Report		



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

	July 10, 2024				
1. LPMP Lease Update	Eric Taylor, CAO, described the				
	97.9% vacancy rate and the 5-				
	year lease transfer/renewal				
	for approval with one				
	remaining vacant unit.				
	The committee inquired on				
	any trends for other vacancies				
	in the future at the plaza, with				
	Mr. Taylor describing the				
	future potential of physicians				
	retiring and transferring or				
	selling their practice and a				
	tenant that has ceased				
	operations in their practice.				
	The tenant is continuing to				
	make monthly rent payments,				
	while discussing potentially				
	subleasing with a new tenant				
	who would either assume the				
	existing lease or sign a new				
	lease.				
VIII. Financial Reports – June					
2024					
1. District and LPMP	Mr. Taylor, CAO, reviewed the	Moved and seconded by Director			
Financial Statements	June 2024 financials with the	De Lara and Vice-President Zavala			
2. Accounts Receivable	committee, emphasizing that	to approve the June 2024			
Aging Summary	the financials are preliminary	preliminary financial reports and			
3. District - Deposits	and may require minor	forward to the Board for approval.			
4. District - Property tax	adjustments, including the	Motion passed unanimously.			
receipts	retirement protection plan, as				
5. LPMP – Deposits	part of the fiscal year-end				
6. District – Check Register	closing process for the				
7. Credit Card – Detail of	upcoming audit.				
Expenditures					
8. LPMP – Check Register	Mr. Taylor highlighted the				
9. CEO Discretionary Fund	investment gains from the				
10. Retirement Protection	interest income and noted the				
Plan Update	increase in property taxes				
11. Grant Payment Schedule	received was applied to next				
22. Crant ayment senedate	year's budget. The LPMP net				
	income included lower rental				
	income, but higher CAM				
	meeme, but might chivi	Dage 2 of 2			



DESERT HEALTHCARE DISTRICT FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE MEETING MINUTES July 10, 2024

	July 10, 2024	
	revenue due to the change in	
	the rate applied to the	
	tenants, and receipt of	
	revenue from the annual	
	reconciliation process. An	
	overview of the profit & loss	
	budget vs actual, balance	
	sheet comparison, A/R Aging,	
	check register, retirement	
	protection plan, and the grant	
	payment schedule were also	
	reviewed with the committee.	
IX. Other Matters		
1. Las Palmas Medical Plaza –	Mr. Taylor described the	Moved and seconded by Director
Lease – FCPP – Suite 1W-	longstanding physician in the	De Lara and Vice-President Zavala
201 – 5 years	process of onboarding with	to approve the Las Palmas Medical
	First Choice Physician	Plaza – Lease – FCPP – Suite 1W-
	Partners, a division of Tenet	201 – 5 years and forward to the
	Healthcare, with a September	Board for approval.
	1 effective transition date,	Motion passed unanimously.
	with the existing lease expiring	
	on September 30.	
2. Las Palmas Medical Plaza –	Mr. Taylor described the	Moved and seconded by Director
Lease Termination – Suite	above-referenced termination	De Lara and Vice-President Zavala
1W-201	of the lease for August 31,	to approve the Las Palmas Medical
	with the new lease	Plaza – Lease Termination – Suite
	commencing on September 1.	1W-201 and forward to the Board
		for approval.
		Motion passed unanimously.
IX. Adjournment	Vice-President Zavala	Audio recording available on the
	adjourned the meeting at 5:29	website at
	p.m.	http://dhcd.org/Agendas-and-
		<u>Documents</u>

ATTFST:			

Carmina Zavala, PsyD., Vice-President, Board of Directors Finance & Administration Committee Chair Desert Healthcare District Board of Directors

Minutes respectfully submitted by Andrea S. Hayles, MBA, Board Relations Officer



HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING MEETING MINUTES July 15, 2024

Directors Present	District Staff Present	Absent
Chairman/Secretary, Carmina Zavala, PsyD	Eric Taylor, CPA, Chief Administration	Director Carole
Director Les Zendle, MD	Officer	Rogers, RN
	Donna Craig, Chief Program Officer	Chris Christensen,
	Alejandro Espinoza, MPH, Chief of	CPA, Chief
	Community Engagement	Executive Officer
	Andrea S. Hayles, MBA, Board Relations	
	Officer	

AGENDA ITEMS DISCUSSION ACTION I. Call to Order The meeting was called to order at 5:00 p.m. by Chair Zavala. II. Approval of Agenda Chair Zavala asked for a motion Moved and seconded by Director to approve the agenda **Zendle and Director Rogers to** approve the agenda. Motion passed unanimously. There were no public comments. **III. Public Comment** IV. Approval of Meeting Chair Zavala asked for approval Moved and seconded by Director Minutes Rogers to Director Zendle approve the of the September 21, 2022, meeting minutes. September 21, 2022, meeting minutes. Motion passed unanimously. 1. Quarterly 2024-2025 The board relations officer **Inspection Schedule** summarized the quarterly inspection schedule and the forthcoming Q4 inspection to coincide with the reinspection of Q3. Dale Barnhart, Consultant, 2. Q1 – Block 1 – February 1, 2023, Reinspection provided an overview of the Facilities Report – following reinspection's and **Inspected on November** inspections: 17, 2022, Dale Barnhart, Consultant Q1 – Block 1 – Reinspection Q1 – Block 2 – Inspection 3. Q1 – Block 2 – May 11, Q1 – Block 3 – Inspection 2023, Inspection Q1 – Block 3 – Reinspection Facilities Report -Q2 – Block 4 – Inspection **Reinspected on March** Q2 – Block 4 – Reinspection 22, 2024, Dale Barnhart, Q3 – Block 5 – Inspection Consultant



HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING MEETING MINUTES July 15, 2024

4. Q1 – Block 3 – March 22, 2024, Inspection, Dale Barnhart, Consultant 5. Q1 – Block 3 – April 16, 2024, Reinspection Facilities Report, Dale Barnhart, Consultant 6. Q2 – Block 4 – April 16, 2024, Inspection, Dale Barnhart, Consultant 7. Q2 – Block 4 – July 09, 2024, Reinspection, Dale Barnhart, Consultant 8. Q3 – Block 5 – July 09, 2024, Inspection, Dale Barnhart, Consultant 9. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center Regional Medical Center Regional Medical Center Regional Medical Center CEO discuss the matter for resolution. 9. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center Regional Medical Ce				
the hazardous material storage bins in the utility room, including dialogue with the Desert Regional Medical Center COO and prior CEO concerning the matter. 6. Q2 – Block 4 – April 16, 2024, Inspection, Dale Barnhart, Consultant 7. Q2 – Block 4 – July 09, 2024, Reinspection, Dale Barnhart, Consultant 8. Q3 – Block 5 – July 09, 2024, Inspection, Dale Barnhart, Consultant 9. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center CEO discuss the matter for resolution. 9. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center Regional Medical Remarker. Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Center, provided an overview of the spring Leapfrog Hospital Safety Grade Scores, describing the next release in October. Ms. Lagenwalter highlighted cultural competency and disparities in care with educational programs and examined all health outcomes. The committee conveyed the positive servic	4.	Q1 – Block 3 – March 22,	Mr. Barnhart highlighted the	
bins in the utility room, including dialogue with the Desert Regional Medical Center COO and prior CEO concerning the matter. 6. Q2 – Block 4 – April 16, 2024, Inspection, Dale Barnhart, Consultant 7. Q2 – Block 4 – July 09, 2024, Reinspection, Dale Barnhart, Consultant 8. Q3 – Block 5 – July 09, 2024, Inspection, Dale Barnhart, Consultant 8. Q3 – Block 5 – July 09, 2024, Inspection, Dale Barnhart, Consultant 9. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center 9. Leapfrog Hospital Safety Grade Service, Center, provided an overview of the spring Leapfrog Hospital Safety Grade scores, describing the next release in October. Ms. Lagenwalter highlighted cultural competency and disparities in care with educational programs and examined all health outcomes. The committee conveyed the positive aspects of the scores and the possibility of examining other hospitals to determine the difference between A and B scores while also recommending a November committee meeting following the release of the fall scores in October.		2024, Inspection, Dale	2022 inspection in Sinatra 5 of	
dialogue with the Desert Regional Medical Center COO and prior CEO concerning the matter. 6. Q2 – Block 4 – April 16, 2024, Inspection, Dale Barnhart, Consultant 7. Q2 – Block 4 – July 09, 2024, Reinspection, Dale Barnhart, Consultant 8. Q3 – Block 5 – July 09, 2024, Inspection, Dale Barnhart, Consultant 9. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center Regional Me		Barnhart, Consultant	the hazardous material storage	
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and Desert Regional Medical Center CEO discuss the matter for resolution. 7. Q2 – Block 4 – July 09, 2024, Reinspection, Dale Barnhart, Consultant 8. Q3 – Block 5 – July 09, 2024, Inspection, Dale Barnhart, Consultant 9. Leapfrog Hospital Safety Grade Presentation, Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center Regional Medical Center Associated in a timely manner. Christine Lagenwalter, MSN, RNC, CENP, Chief Quality Officer, Desert Regional Medical Center The committee conveyed the positive aspects of the scores and the possibility of examining other hospitals to determine the difference between A and B scores while also recommending a November committee meeting following the release of the fall scores in October.	0.	•		
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			following the release of the fall	
VIII. Adjournment Chair Zavala adjourned the Audio recording available on the			scores in October.	
· · · · · · · · · · · · · · · · · · ·	VIII. A	djournment	Chair Zavala adjourned the	Audio recording available on the
meeting at 6:00 p.m. website at			meeting at 6:00 p.m.	website at



HOSPITAL LEASE OVERSIGHT COMMITTEE MEETING MEETING MINUTES July 15, 2024

			https://www.dhcd.org/Agendas-and-
			<u>Documents</u>
ATTEST:			
	Carmina Zavala, Psy	yD, Chair/Vice-President, Boa	rd of Directors
	Hospital Lease Ove	rsight Committee	
Minutes res	pectfully submitted by A	Andrea S. Hayles, MBA, Board	Relations Officer



Desert Healthcare District - Hospital Lease Oversight Committee Desert Regional Medical Center Quarterly Inspection Schedule 2024-2025

	rter 1 1/2024
Block 2 - East Tower	o 4 East
	o 3 East
Inspected on May 11, 2023	o 2 East
Reinspected and Verified Complete on	o 1 East
March 22, 2024	o 1 Central
	 Sinatra Education Center
Qua	rter 1
03/3	1/2024
Block 3 - West Tower	 Labor and Delivery
	 Neonatal Intensive Unit
Inspected on March 22, 2024	 Emergency Department
Reinspected and Verified Complete on	 Radiology/Diagnostic Imaging
April 16, 2024	o Helipad

•	uarter 2 /30/2024
Block 4 - 1 st Floor Part 1	 Operating Rooms
	o Lab
Inspect on April 16, 2024	o GI Lab
Reinspected and Verified Complete on	 Cafeteria
July 09, 2024	 Maternal Fetal Medicine
	 Medical Records

	Quarter 3 09/30/2024	
Block 5 - 1 st Floor Part 2	0	Intensive Care Units
	0	Acute Rehabilitation Unit
Inspected on July 09, 2024	0	Physical Therapy/ Occupational
		Therapy
	0	Pediatrics
	0	Pulmonary

Quarter 4		
12/31	/2024	
Block 6 - El Mirador	 Comprehensive Cancer Center 	
	○ ICON East	
	ICON West	
	 All Other Leased Tenants 	



Desert Healthcare District - Hospital Lease Oversight Committee Desert Regional Medical Center Quarterly Inspection Schedule 2024-2025

Quarter 1 03/31/2025	
Block 7 - Stergios	 Stergios Outside Campus Parking Lots Facilities Trailers

Quarter 2 06/30/2025	
Block 8 - Basement	Pharmacy
	 Sterile Processing Department
	Kitchen
	 Central Supply
	 Information Technology
	 Loading Dock
	o Power Plant

Quarter 3 09/30/2025		
Block 1 - Sinatra Tower	o 5 Sinatra	
	o 4 Sinatra	
Inspected on November 17, 2022	o 3 Sinatra	
Reinspected and Verified Complete on February 1, 2023	o 2 Sinatra	
l ebituary 1, 2023	Finance	



1ST QUARTER (BLOCK 1) 2022 FACILITIES RE-INSPECTION (2/1/23)

REPORTED ITEMS:		
IT	EM	RESPONSE
Areas Ins	<u>pected</u>	
Sinatra T	ower Roof (West)	
	No findings identified	
Sinatra T	ower Roof (East)	
	No findings identified	
Sinatra T	ower Mechanical Penthouse	
	No findings identified	
Sinatra T	ower Elevator Room (West)	
22-20	Missing electrical panel cover	11/17/22 – First Reported 2/1/23 – Verified complete
22-21	Exposed insulation on HVAC ductwork	11/17/22 – First Reported 2/1/23 – Verified complete
<u>Sinatra T</u>	ower Elevator Room (East)	
	No findings identified	
<u>Sinatra 5</u>		
22-22	Furniture and debris in west stairwell	11/17/22 – First Reported 2/1/23 – Verified complete
22-23	Gap around Fire sprinkler escutcheon ring in corridor near patient room 3508	11/17/22 – First Reported 2/1/23 – Verified complete
22-24	Hazardous material storage bins not covered in dirty utility room, door S5-49	11/17/22 – First Reported 2/1/23 – Not reinspected
22-25	Negative pressure isolation room door for 3526 did not positive latch	11/17/22 – First Reported 2/1/23 – Verified complete
Sinatra 4		
22-26	Dust accumulation on fire sprinkler in Fire Panel room, door S4-29	11/17/22 – First Reported 2/1/23 – Verified complete
22-27	Missing escutcheon ring on fire sprinkler in Environmental Services room, door S4-25	11/17/22 – First Reported 2/1/23 – Verified complete



1ST QUARTER (BLOCK 1) 2022 FACILITIES RE-INSPECTION (2/1/23)

REPORTED ITEMS: ITEM RESPONSE 11/17/22 – First Reported 22-28 Hazardous material storage bins not covered in dirty utility 2/1/23 – Not reinspected room, door S4-51 11/17/22 – First Reported 22-29 Negative pressure isolation room door for 3426 did not 2/1/23 – Verified complete positive latch 11/17/22 – First Reported 22-30 Smoke barrier door S4-8 near patient room 3431 did not 2/1/23 – Verified complete positive latch 11/17/22 – First Reported 22-31 Door S4-9 near patient room 3432 did not positive latch 2/1/23 – Verified complete Sinatra 3 11/17/22 – First Reported 22-32 Nurse's station/clean utility room entry door S3-39 did not 2/1/23 – Verified complete positive latch 11/17/22 - First Reported Hazardous material storage bins not covered in dirty utility 22-33 2/1/23 – Not reinspected room, door S3-37 11/17/22 – First Reported 22-34 Negative pressure isolation room door for 3309 did not 2/1/23 – Verified complete positive latch Sinatra 2 11/17/22 – First Reported 22-35 Fire wall penetration in electrical closet, door S2-25 2/1/23 – Verified complete 11/17/22 – First Reported 22-36 Smoke barrier door S2-28 near patient room 3215 did not 2/1/23 – Verified complete positive latch 11/17/22 – First Reported Dust accumulation on fire sprinkler in storage room, door 22-37 2/1/23 – Verified complete S2-53



REPORTED ITEMS:			
IJ	ITEM RESPONSE		
Areas In	spected		
East Tov	ver Roof		
23-01	2 chemical containers not properly stored in elevator room	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-02	Missing cover on electrical junction box at entry to elevator room	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-03	Missing cover on electrical junction box in penthouse room	5/11/23 - First Reported 3/22/24 – Verified Complete	
4 East			
23-04	Door E4-29 to room 2411 did not positive latch	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-05	Damaged ceiling tile in corridor near room 2411	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-06	Door E4-39 to linen room did not positive latch	5/11/23 - First Reported 3/22/24 – Verified Complete	
3 East			
23-07	Door E3-34 to telelift room did not positive latch	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-08	Missing lens cover on ceiling light fixture in stairwell landing near room 2310	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-09	Door E3-14 to housekeeping closet did not positive latch due to paper in door jamb	5/11/23 - First Reported 3/22/24 – Verified Complete	
2 East			
23-10	Dirty HVAC air diffuser in manager's office, door E2-3	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-11	Inoperative emergency light in director's office, door E2-13	5/11/23 - First Reported 3/22/24 – Verified Complete	
23-12	Door E2-22 to staff lounge did not positive latch	5/11/23 - First Reported 3/22/24 – Verified Complete	
1 Centra			
	No findings identified		
Sinatra I	Education Center		
23-13	Missing cover on electrical box in buffet area, door SE-21	5/11/23 - First Reported 3/22/24 – Verified Complete	



1ST QUARTER (BLOCK 2) 2023 FACILITIES RE-INSPECTION (3/22/24)

REPORTED ITEMS:

IT	EM	RESPONSE
23-14	Wall penetration from communication cables in mechanical room off men's restroom, door SE-26	5/11/23 - First Reported 3/22/24 – Verified Complete
23-15	Paint on fire sprinkler in Tina Room, door SE-33	5/11/23 - First Reported 3/22/24 – Verified Complete
23-16	Wall penetration from communication cables in mechanical room off men's restroom, door SE-43	5/11/23 - First Reported 3/22/24 – Verified Complete
23-17	Paint on fire sprinkler outside basement restrooms	5/11/23 - First Reported 3/22/24 – Verified Complete



3RD QUARTER (BLOCK 3) INSPECTION (3/22/24)

REPORTED ITEMS:		
ľ	TEM	RESPONSE
Areas In	<u>spected</u>	
West To	wer Helipad	
	No findings identified	
West To	wer Mechanical Penthouse & Roof	
	No findings identified	
Women o	<u> & Infants Center</u>	
24-01	Biohazardous waste room dry wall penetration	3/22/24 – First Reported
<u>NICU</u>		
	No findings identified	
Diagnost	ic Imaging	
24-02	Boxes encroaching on 18" ceiling clearance in storage room, door W1-16B	3/22/24 – First Reported
24-03	Cardboard boxes stored on floor in storage room, door W1-16B	3/22/24 – First Reported
24-04	Florescent tubes and other debris on floor in telecommunications closet, door W1-159	3/22/24 – First Reported
Emergen	cy Department	
	No findings identified	
	100 Hildings Identified	



1ST QUARTER (BLOCK 3) RE-INSPECTION (4/16/24)

REPORTED ITEMS:		
IT	`EM	RESPONSE
Areas Ins	<u>spected</u>	
West Tov	ver Helipad	
	No findings identified	
West Tov	wer Mechanical Penthouse & Roof	
	No findings identified	
Women &	<u> & Infants Center</u>	
24-01	Biohazardous waste room dry wall penetration	3/22/24 – First Reported 4/16/24 – Verified complete
<u>NICU</u>		
	No findings identified	
Diagnosti	ic Imaging	
24-02	Boxes encroaching on 18" ceiling clearance in storage room, door W1-16B	3/22/24 – First Reported 4/16/24 – Verified complete
24-03	Cardboard boxes stored on floor in storage room, door W1-16B	3/22/24 – First Reported 4/16/24 – Verified complete
24-04	Florescent tubes and other debris on floor in telecommunications closet, door W1-159	3/22/24 – First Reported 4/16/24 – Verified complete
Emergen	cy Department	
	No findings identified	



2ND QUARTER (BLOCK 4) INSPECTION (4/16/24)

ITEM		RESPONSE	
<u>Areas Inspected</u>			
Cafeteria			
24-05	Dust accumulation on HVAC ceiling grill in cafeteria office	4/16/24 – First Reported	
24-06	Rust on HVAC ceiling diffuser in dish room	4/16/24 – First Reported	
24-07	Rust on floor drain cover in utility closet	4/16/24 – First Reported	
Surgery			
24-08	Dust accumulation on fire sprinkler head in Pre-op office	4/16/24 – First Reported	
24-09	Gap between fire sprinkler escutcheon ring and ceiling above PACU desk	4/16/24 – First Reported	
24-10	Missing fire sprinkler escutcheon ring outside of OR 1 & 2	4/16/24 – First Reported	
24-11	Rust on floor drain cover outside of OR 3	4/16/24 – First Reported	
24-12	Missing fire sprinkler escutcheon ring outside of OR 7	4/16/24 – First Reported	
24-13	Dust accumulation on fire sprinkler head outside of OR 4 & 6	4/16/24 – First Reported	
<u>Pulmona</u>	ry Function Storage (formerly Maternal Fetal Medicine)		
	No findings identified		
Medical S	<u>Staff</u>		
	No findings identified		
Medical 1	Records		
	No findings identified		
Clinical 1	<u>Laboratory</u>		
24-14	Broken ceiling tile in Director's office	4/16/24 – First Reported	
24-15	Open ceiling access panel in former EVS closet, door EW-63	4/16/24 – First Reported	



2ND QUARTER (BLOCK 4) INSPECTION (4/16/24)

REPORTED ITEMS:	
ITEM	RESPONSE
GI Lab	
No findings identified	



2ND QUARTER (BLOCK 4) RE-INSPECTION (7/9/24)

ITEM		RESPONSE
Areas Ins	spected	
Cafeteria		
24-05	Dust accumulation on HVAC ceiling grill in cafeteria office	4/16/24 – First Reported 7/9/24 – Verified complete
24-06	Rust on HVAC ceiling diffuser in dish room	4/16/24 – First Reported 7/9/24 – Verified complete
24-07	Rust on floor drain cover in utility closet	4/16/24 – First Reported 7/9/24 – Verified complete
Surgery		
24-08	Dust accumulation on fire sprinkler head in Pre-op office	4/16/24 – First Reported 7/9/24 – Verified complete
24-09	Gap between fire sprinkler escutcheon ring and ceiling above PACU desk	4/16/24 – First Reported 7/9/24 – Verified complete
24-10	Missing fire sprinkler escutcheon ring outside of OR 1 & 2	4/16/24 – First Reported 7/9/24 – Verified complete
24-11	Rust on floor drain cover outside of OR 3	4/16/24 – First Reported 7/9/24 – Verified complete
24-12	Missing fire sprinkler escutcheon ring outside of OR 7	4/16/24 – First Reported 7/9/24 – Verified complete
24-13	Dust accumulation on fire sprinkler head outside of OR 4 & 6	4/16/24 – First Reported 7/9/24 – Verified complete
<u>Pulmona</u>	ry Function Storage (formerly Maternal Fetal Medicine)	
	No findings identified	
Medical S	<u>Staff</u>	
	No findings identified	
Medical 1	Records	
	No findings identified	



2ND QUARTER (BLOCK 4) RE-INSPECTION (7/9/24)

REPORT	EPORTED ITEMS:		
IT	EM	RESPONSE	
Clinical I	<u> Laboratory</u>		
24-14	Broken ceiling tile in Director's office	4/16/24 – First Reported 7/9/24 – Verified complete	
24-15	Open ceiling access panel in former EVS closet, door EW-63	4/16/24 – First Reported 7/9/24 – Verified complete	
GI Lab			
	No findings identified		



3RD QUARTER (BLOCK 5) INSPECTION (7/9/24)

REPORTED ITEMS:			
ITEM		RESPONSE	
Areas Ins	<u>spected</u>		
Acute Re	habilitation		
No findin	gs identified		
Physical	& Occupational Therapy		
No findin	gs identified		
<u>Pediatric</u>	<u>s</u>		
24-16	Inoperative emergency light in equipment room, door EW-47A	7/9/24 – First Reported	
Pulmona	<u>ry</u>		
No findin	gs identified		
Medical/S	Surgical ICU		
No findin	gs identified		
Cardiac l	<u>ICU</u>		
24-17	Missing escutcheon ring, patient room 3122	7/9/24 – First Reported	
24-18	Missing escutcheon ring, patient room 3124	7/9/24 – First Reported	
Trauma	<u>ICU</u>		
24-19	Toaster & microwave plugged into power strip in ICU break room	7/9/24 – First Reported	
24-20	Missing escutcheon ring in lift equipment room, door S1-31A	7/9/24 – First Reported	
Neuro IC	<u>U</u> - No findings identified		