



**DESERT HEALTHCARE FOUNDATION
BOARD MEETING
Board of Directors
July 23, 2019
6:30 P.M.**

Or As Soon After The Adjournment of the Desert Healthcare District Board Meeting

Regional Access Project (RAP) Foundation
Conference Room 103
41550 Eclectic Street
Palm Desert, CA 92260

This meeting is handicapped-accessible

Director Rogers – Video Conference – 13722 Washougal River Road, Washougal, WA

Page(s)	AGENDA	Item Type
----------------	---------------	------------------

Any item on the agenda may result in Board Action

- | | | |
|-------|--|---------------|
| A. | CALL TO ORDER – President Zendle, MD
Roll Call
_____ Director Shorr _____ Director Borja _____ Director PerezGil _____
Director Rogers, RN _____ Director Matthews _____
Vice-President/Secretary De Lara _____ President Zendle | |
| B. | APPROVAL OF AGENDA | Action |
| C. | PUBLIC COMMENT
At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the Foundation. 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. | |
| D. | CONSENT AGENDA
All Consent Agenda item(s) listed below are considered to be routine by the Board of Directors and will be enacted by one motion. <u>There will be no separate discussion of items unless a Board member so requests, in which event the item(s) will be considered following approval of the Consent Agenda.</u> | Action |
| 4-10 | 1. BOARD MINUTES
a. Board of Directors Meeting – June 25, 2019 | |
| 11-19 | 2. FINANCE AND ADMINISTRATION
a. Approval of June Financial Statements (Preliminary)
F&A approved July 9, 2019 | |



**DESERT HEALTHCARE FOUNDATION
BOARD MEETING
Board of Directors
July 23, 2019
6:30 P.M.**

Or As Soon After The Adjournment of the Desert Healthcare District Board Meeting

Regional Access Project (RAP) Foundation
Conference Room 103
41550 Eclectic Street
Palm Desert, CA 92260

This meeting is handicapped-accessible

Director Rogers – Video Conference – 13722 Washougal River Road, Washougal, WA

Page(s)	AGENDA	Item Type
	E. DESERT HEALTHCARE FOUNDATION CEO REPORT	
	F. FINANCE & ADMINISTRATION COMMITTEE	
20-21	1. Meeting Minutes – July 9, 2019	Information
22-26	2. Consideration to approve Ready Set Swim FY19-20 budget	Action
27-33	3. Consideration to approve FY19-20 Boys and Girls Club of Palm Springs service agreement (Ready Set Swim) – \$37,310	Action
34-41	4. Consideration to approve FY19-20 Desert Recreation District service agreement (Ready Set Swim) – \$160,724.54	Action
42	5. Consideration to approve a Transfer of the Foundation Operating Account from Pacific Premier to Union Bank	Action
	G. OLD BUSINESS	
43	1. Homelessness Initiative Update	Information
	a. Summer Homeless Survival Fund	
44	2. Behavioral Health Initiative - Update	Information
	a. Behavioral Health Ad Hoc Committee/EVALCORP Research & Consulting Update	
	H. NEW BUSINESS	
45-48	1. Consideration to Approve Funding for Recuperative Care Program – Martha’s Village and Kitchen – \$40,100	Action



**DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
June 25, 2019**

Directors Present	District Staff Present	Absent
President Les Zendle, MD Vice-President/Secretary Leticia De Lara Director Carole Rogers, RN Director Evett PerezGil Director Karen Borja Director Arthur Shorr	Chris Christensen, CFO, Interim CEO Donna Craig, Senior Program Officer Will Dean, Marketing and Communications Director Alejandro Espinoza, Program Officer and Outreach Director Andrea S. Hayles, Clerk of the Board <u>Legal Counsel</u> Jeff Scott	Treasurer Mark Matthews

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President called the meeting to order at 6:29 p.m. The Clerk of the Board called the roll with all Directors present except Director Matthews.	
B. Approval of Agenda	President Zendle asked for a motion to approve the agenda.	#18-11 MOTION WAS MADE by Director Shorr seconded by Vice-President De Lara to approve the agenda. Motion passed unanimously. AYES – 6 President Zendle, Vice-President De Lara, Director Rogers, Director PerezGil, Director Borja, and Director Shorr NOES – 0 ABSENT – 1 Director Matthews
C. Public Comment	No public comment.	
D. Consent Agenda 1. Board Minutes a. Board of Directors Meeting – May 28, 2019 b. Special Meeting of the Board – June 4, 2019	President Zendle asked for a motion to approve the consent agenda.	#18-12 MOTION WAS MADE by Vice-President De Lara and seconded by Director Shorr to approve the consent agenda. Motion passed unanimously. AYES – 6 President Zendle, Vice-President De Lara, Director Rogers, Director

DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
June 25, 2019

<p>2. Finance and Administration a. Approval of May Financial Statements F&A approved June 11, 2019</p>		<p>PerezGil, Director Borja, and Director Shorr. NOES – 0 ABSENT – 1 Director Matthews</p>
<p>E. Desert Healthcare Foundation CEO Report</p>	<p>None</p>	
<p>F. Finance & Administration Committee 1. Meeting Minutes – June 11, 2019</p>	<p>President Zendle explained that the minutes of the June 11, 2019 F&A Committee meeting are available for review in the packet.</p>	
<p>G. Program Committee 1. Meeting Minutes – June 11, 2019 2. The California Endowment (TCE) – Public Policy and Research/Academic Partnership Grant a. Eastern Coachella Valley Listening Forums 3. Consideration to accept grant funds (DHCF #1006) from the Desert Healthcare District - \$1,000,000 – Homelessness Initiative Collective Fund</p>	<p>Director Rogers described the minutes of the most recent Program Committee meeting and the result of the East Valley listening forums. Director Rogers described the District meeting and the Board’s vote to approve replenishing the collective fund in the amount of \$1M, and acceptance of the funding from the District to the Foundation.</p>	<p>#18-13 MOTION WAS MADE by Director Rogers and seconded by Director Shorr to approve grant funds (DHCF #1006) from the Desert Healthcare District - \$1,000,000 – Homelessness Initiative Collective Fund. Motion passed unanimously. AYES – 6 President Zendle, Vice-President De Lara, Director Rogers, Director PerezGil, Director Borja, and Director Shorr NOES – 0</p>



**DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
June 25, 2019**

		ABSENT – 1 Director Matthews
<p>H. Old Business</p> <p>1. CVHIP – Information Portal Update</p> <p>2. Ready Set Swim and Ready Set Swim Jr. Update</p> <p>3. Homelessness Initiative Update</p> <p>a. Coachella Valley Association of Governments (CVAG) Memorandum of Understanding First Amendment – CV Housing First</p>	<p>Alejandro Espinoza outlined the monthly users and training organizations’ usage of CVHIP.</p> <p>Vice-President De Lara recommended a tutorial video, which is currently utilized for Connect Inland Empire (IE) but could be requested for CVHIP.</p> <p>President Zendle explained that the report for Ready Set Swim and Ready Set Swim Jr. is included in the packet for review and inquired about any questions or concerns.</p> <p>Chris Christensen, Interim CEO, described the matching funds of the Homelessness Initiative and the MOU between CVAG and the Foundation, acknowledging the Foundation’s \$100k dollar-for-dollar match up to \$700k for each CVAG member agency. The amendment outlines that if member agencies’ contributions exceed \$700k, the Foundation will provide an additional \$200k in matching funds.</p> <p>Director Borja inquired about possibly instructing</p>	<p>#18-14 MOTION WAS MADE by Director Rogers and seconded by Director Shorr to approve Coachella Valley Association of Governments (CVAG) Memorandum of Understanding First Amendment – CV Housing First.</p> <p>Motion passed unanimously.</p> <p>AYES – 6 President Zendle, Vice-President De Lara, Director Rogers, Director PerezGil, Director Borja, and Director Shorr</p> <p>NOES – 0</p> <p>ABSENT – 1 Director Matthews</p>

DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
June 25, 2019

<p>b. Summer Homeless Survival Fund –</p>	<p>Path of Life and other agencies to incorporate outreach to people experiencing homelessness for census purposes.</p> <p>Greg Rodriguez, Government Relations and Public Policy Advisor, Supervisor Perez’s office, explained that conversations with the census groups to address the homeless population and outreach for the census are underway.</p> <p>President Zendle explained the appointment of Coachella Valley Association of Governments (CVAG) homelessness director, Greg Rodriguez, requesting that Mr. Rodriguez provide an update on his position and the Summer Homelessness Survival Fund.</p> <p>Greg Rodriguez provided background on his position describing his work as 75% with the CVAG collaborative and the remaining 25% of the work with the county — salary deriving from the county’s allocations to the Housing First program. Path of Life will renew its MOU with CVAG through October</p>	
--	---	--



**DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
June 25, 2019**

	<p>until an RFP is established. The District’s intern, Kayla Bentley, is assisting Mr. Rodriguez with responses and coordination with the city such as parks and recreation, code enforcement, flood control, tribes, and railroads. A 24-hour hotline is underway to an organization such as Path of Life or Martha’s Village and Kitchen to assist with the Summer Homelessness Survival Fund. A navigation center is being explored in the north based on recommendations. The county is also exploring a cooling center to utilize at the Demuth Community Center as a test and analysis – an access point for people experiencing homelessness with social service activities. Desert Hot Springs and Cathedral City will assist with churches opening their doors as cooling centers. The Palm Springs location will open in the coming week. The county was able to secure some Homeless Emergency Aid Program (HEAP) funding to cover the staffing costs for agencies in the community providing funding, including the District.</p>	
--	---	--



**DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
June 25, 2019**

<p>-Commit up to \$50,000 – dollar for dollar match</p> <p>-Authorization to Distribute Funds</p> <p>4. Behavioral Health Initiative – Update</p> <p>a. Behavioral Health Ad Hoc Committee/EVALCORP Research & Consulting Update</p>	<p>President Zendle described the background of the Summer Homelessness Survival Fund, thanking staff for their work on the matter in such a short timeframe.</p> <p>Will Dean, Marketing and Communications Director, explained that the District as of today has received \$9k since the inception of the Summer Homelessness Survival Fund.</p> <p>Director Borja described communication with the public and expressing their thoughts on why they are supporting the fund and possibly provide a quote on the website using Vimeo or a similar app.</p> <p>Chris Christensen, Interim CEO, explained the work of EVALCORP, describing the Key Stakeholder Interviews Summary of Findings and the Provider Survey Summary of Findings, which is on schedule for the final needs assessment completion in September.</p> <p>Vice-President De Lara inquired if the Behavioral Health Initiative needs assessment would be tied to the Strategic Plan,</p>	<p>#18-15 MOTION WAS MADE by President Zendle and seconded by Vice-President De Lara to commit up to \$50,000 – dollar for dollar match and authorize the distribution of funds as directed by CVAG and Greg Rodriguez from the Summer Homeless Survival Fund.</p> <p>Motion passed unanimously.</p> <p>AYES – 6 President Zendle, Vice-President De Lara, Director Rogers, Director PerezGil, Director Borja, and Director Shorr</p> <p>NOES – 0</p> <p>ABSENT – 1 Director Matthews</p>
--	--	--



**DESERT HEALTHCARE FOUNDATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MEETING MINUTES
June 25, 2019**

	<p>especially for funding purposes. For instance, the collective impact of Behavioral Health and accomplishments with the Foundation’s funding as grant makers.</p> <p>President Zendle requested the Strategic Planning Committee specifically work on the collective impact for the Behavioral Health Initiative with Director Borja chairing the committee meetings.</p>	
	<p>Director De Lara is excited about the newly hired Chief Executive Officer, Conrado Bárzaga, MD, acknowledging Interim CEO, Chris Christensen, and the staff’s role with extra effort and duties throughout the past year.</p>	
<p>H. Adjournment</p>	<p>President Zendle adjourned the meeting at 7:09 p.m.</p>	<p>Audio recording available on the website at https://www.dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
 Leticia De Lara, Vice-President/Secretary
 Desert Healthcare District Board of Directors

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

DESERT HEALTHCARE FOUNDATION					
JUNE 2019 FINANCIAL STATEMENTS					
INDEX					
<i>Preliminary</i>					
Statement of Operations					
Balance sheet					
Allocation of Restricted Funds					
Deposit Detail					
Check Register					
Credit Card Expenditures					
Schedule of Grants					

Desert Healthcare Foundation
Profit & Loss Budget vs. Actual
 July 2018 through June 2019

Preliminary	MONTH			TOTAL		
	Jun 19	Budget	\$ Over Budget	Jul '18 - Jun 19	Budget	\$ Over Budget
Income						
4000 · Gifts and Contributions	11,501	100,000	(88,499)	30,748	205,000	(174,252)
4003 · Grants	1,000,000	-	1,000,000	1,136,000	250,000	886,000
4007 · Grant Income - RSS Jr	-	-	-	63,192	-	63,192
4116 · Bequests - Frederick Lowe	-	7,083	(7,083)	66,996	85,000	(18,004)
4130 · Misc. Income	-	83	(83)	-	1,000	(1,000)
8015 · Investment Interest Income	14,089	5,417	8,673	115,058	65,000	50,058
8030 · Change in Value of CRT's	-	6,000	(6,000)	-	6,000	(6,000)
8040 · Restr. Unrealized Gain/(Loss)	151,985	833	151,151	386,648	10,000	376,648
Total Income	1,177,575	119,417	1,058,158	1,798,642	622,000	1,176,642
Expense						
5001 · Accounting Services Expense	647	628	19	7,762	7,534	228
5035 · Dues & Memberships Expense	-	83	(83)	5,091	1,000	4,091
5057 · Investment Fees Expense	2,035	3,600	(1,565)	33,982	23,200	10,782
5065 · Legal Costs Ongoing Expense	-	83	(83)	-	1,000	(1,000)
5100 · Office Supplies Expense	-	-	-	136	-	136
5101 · DHCD-Exp Alloc Wages& benefits	17,668	17,668	(0)	212,016	212,020	(4)
5106 · Marketing & Communications	421	4,167	(3,746)	4,093	50,000	(45,907)
5110 · Other Expenses	65	125	(60)	3,092	1,500	1,592
5115 · Postage & Shipping Expense	-	8	(8)	-	100	(100)
5120 · Professional Fees Expense	-	250	(250)	-	1,000	(1,000)
5210 · RSS Jr - Overhead Allocation	(866)	-	(866)	(19,514)	-	(19,514)
8051 · Major grant expense	-	18,250	(18,250)	1,465	219,000	(217,535)
8052 · Grant Expense - Collective/Mini	1,000,000	26,667	973,333	1,211,000	320,000	891,000
8053 · Grant Expense - RSS Jr	-	-	-	63,192	-	63,192
Total Expense Before Social Services Fund	1,019,969	71,529	948,439	1,522,316	836,354	685,962
5054 · Social Services Fund	-	2,083	(2,083)	36,000	25,000	11,000
Net Income	157,606	45,804	111,803	240,327	(239,354)	479,681

Desert Healthcare Foundation
Balance Sheet
As of June 30, 2019

Preliminary		Jun 30, 19
ASSETS		
Current Assets		
Checking/Savings		
100 · CASH		
	146 · Checking - Pacific Premier 6718	799,189
	149 · Money Market - Pacific Premier	1,943
	150 · Petty Cash	200
	155 · Summer Homeless Survival Fund	9,101
Total Checking/Savings		810,432
Accounts Receivable - DHCD Homelessness Initiative		1,000,000
Other Current Assets		
476-486 · INVESTMENTS		
477 · Morgan Stanley-Investments		
	477.2 · Unrealized Gain/(Loss)	97,342
	477 · Morgan Stanley-Investments - Other	3,883,987
Total 477 · Morgan Stanley-Investments		3,981,329
486 · Merrill Lynch		
	486.1 · Merrill Lynch Unrealized Gain	382,414
	486 · Merrill Lynch - Other	1,643,348
Total 486 · Merrill Lynch		2,025,762
Total 476-486 · INVESTMENTS		6,007,091
500 · CONTRIBUTIONS -RCVB -CRTS		
	515 · Contrib RCVB-Pressler CRT	66,389
	530 · Contrib RCVB-Guerts CRT	122,540
Total 500 · CONTRIBUTIONS -RCVB -CRTS		188,929
601 · Prepaid Payables		3,500
Total Other Current Assets		6,199,520
Total Current Assets		8,009,953
Other Assets		
460 · Investments - Point Center Fin		
	461 · Reserve - Point Center - Loan	(25,015)
	460 · Investments - Point Center Fin - Other	25,015
Total Other Assets		-
TOTAL ASSETS		8,009,953

Desert Healthcare Foundation
Balance Sheet
As of June 30, 2019

Preliminary		Jun 30, 19
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
	Accounts Payable	456
	Other Current Liabilities	
	2190 · Current - Grants payable	4,289,949
	Total Current Liabilities	4,290,405
Long Term Liabilities		
	2186 · Grants payable	1,200,000
	Total Liabilities	5,490,405
Equity		
	3900 · Retained Earnings	2,279,221
	Net Income	240,327
	Total Equity	2,519,548
TOTAL LIABILITIES & EQUITY		8,009,953

DESERT HEALTHCARE FOUNDATION					
BALANCE SHEET 6/30/19					
ALLOCATION OF MAJOR CATEGORIES/LIABILITIES					
Preliminary					
		T/B	GENERAL Fund	Restricted Funds	Trusts
ASSETS					
	146 · Checking Pacific Premier 6718	799,189	4,143	795,046	
	149 · Money Market Pacific Premier Bank	1,943	1,943		
	150 · Petty Cash	200	200		
	155 · Summer Homeless Survival Fund	9,101	-	9,101	
	Total 100 · CASH - UNRESTRICTED	810,432	6,285	804,147	-
Accounts Receivable					
	315 · A/C Rec- Homeless Initiative	1,000,000		1,000,000	
	Total Accounts Receivable	1,000,000	-	1,000,000	-
477 · Invt-Morgan Stanley					
	477.2 · Unrealized Gain	97,342	97,342		
	477 · Invt-Morgan Stanley	3,883,987	198,185	3,685,802	
	Total 477 · Invt-Morgan Stanley	3,981,329	295,527	3,685,802	
6441	486.1 · Merrill Lynch Unrealized Gain	382,414	382,414		
	486 · Merrill Lynch	1,643,348	1,643,348		
	Total 486 · Merrill Lynch	2,025,762	2,025,762	-	
	515 · Contrib RCVB-Pressler CRT	66,389			66,389
	530 · Contrib RCVB-Guerts CRT	122,540			122,540
	601 - Prepaid payables	3,500	3,500		
	Total Current Assets	8,009,953	2,331,075	5,489,949	188,929
	TOTAL ASSETS	8,009,953	2,331,075	5,489,949	188,929
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
	1000 · Accounts Payable	456	456		
	1052 - Account Payable - DHCD - Alloc Expenses	-	-		
	2190 - Grants Payable - Current Portion	4,289,949		4,289,949	
	Total Current Liabilities	4,290,405	456	4,289,949	-
	2186 - Grant Payable - Long Term	1,200,000		1,200,000	
	Total Liabilities	5,490,405	456	5,489,949	-
Equity					
	3900 · Retained Earnings	2,279,221	2,090,292		188,929
	Net Income	240,327	240,327		
	Total Equity	2,519,548	2,330,619	-	188,929
	TOTAL LIABILITIES & EQUITY	8,009,953	2,331,075	5,489,949	188,929

Desert Healthcare Foundation
Deposit Detail
 June 2019

Preliminary				
Type	Date	Name	Account	Amount
Deposit	06/26/2019		155 · Summer Homeless Survival Fund	8,000
		PayPal (Online Donations)	4000 · Gifts and Contributions	(8,000)
TOTAL				(8,000)
Deposit	06/28/2019		146 · Checking - Pacific Premier 6718	2,500
Payment	06/28/2019	Kay Hazen - Wellness Park	1499 · Undeposited Funds	(2,500)
TOTAL				(2,500)
Deposit	06/28/2019		149 · Money Market - Pacific Premier	1
			8015 · Investment Interest Income	(1)
TOTAL				(1)
Deposit	06/28/2019		155 · Summer Homeless Survival Fund	1,001
		Misc. (Donation made by check)	4000 · Gifts and Contributions	(500)
		Misc. (Donation made by check)	4000 · Gifts and Contributions	(200)
		Misc. (Donation made by check)	4000 · Gifts and Contributions	(150)
		Misc. (Donation made by check)	4000 · Gifts and Contributions	(100)
		Misc. (Donation made by check)	4000 · Gifts and Contributions	(51)
TOTAL				(1,001)
			Total Deposits	11,502

Desert Healthcare Foundation
Check Register
 June 2019

Preliminary				
Type	Date	Num	Name	Amount
100 · CASH				
146 · Checking - Pacific Premier 6718				
Bill Pmt -Check	06/04/2019	11009	Meghan Kane-	(47)
Bill Pmt -Check	06/11/2019	11010	Moss, Levy & Hartzheim LLP	(3,000)
Bill Pmt -Check	06/11/2019	11011	David A. Lee Photography	(400)
Bill Pmt -Check	06/18/2019	11012	Cardmember Services	(21)
Bill Pmt -Check	06/18/2019	11013	EVALCORP	(14,800)
Bill Pmt -Check	06/18/2019	11014	Palms to Pines Printing	(763)
Bill Pmt -Check	06/20/2019	11015	Vanessa Smith	(57)
Bill Pmt -Check	06/25/2019	11016	Desert Healthcare District - VOID	-
Bill Pmt -Check	06/25/2019	11017	Desert Healthcare District	(96,069)
Bill Pmt -Check	06/25/2019	11018	Galilee Center	(33,750)
Bill Pmt -Check	06/25/2019	11019	Vanessa Smith	(38)
TOTAL				(148,945)

DESERT HEALTHCARE FOUNDATION							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
June 30, 2019							
TWELVE MONTHS ENDED JUNE 30, 2019							
A/C 2190 and A/C 2186-Long term			6/30/2018	New Grants	Total Paid	6/30/2019	
Grant ID Nos.	Name		Open	Current Yr	July-June	Open	
			BALANCE	2018-2019		BALANCE	
	Mayor's Check recorded - \$100K HP		\$ 46,106		\$ (28,792)	\$ 74,898	100 HP-cvHIP
	Mayor's Check recorded - \$100K HP		\$ 100,000		\$ -	\$ 100,000	100 HP - cvHIP
BOD - 7/25/17 (#937)	*West Valley Homelessness Initiative - Matching Grant		\$ 1,382,000		\$ 253,288	\$ 1,128,712	Homelessness
BOD - 9/26/17- RSS	RSS Funds-From Investment Funds for additional 4th year		\$ 53,904		\$ 94	\$ 53,810	RSS
TCE Grant 01/31/18	Cal Endowment - Community & Health Policy Analysts 12/1/17- 11/30/18		\$ 189,375		\$ 124,557	\$ 64,817	TCE
BOD - 04/24/18	Behavioral Health Initiative Collective Fund		\$ 2,000,000		\$ 14,800	\$ 1,985,200	Behavioral Health
BOD - 06/26/18 BOD	Avery Trust Funds-Committed to Pulmonary services		\$ 1,000,000			\$ 1,000,000	
BOD - 10/23/18 BOD	RSS Grant from Desert Healthcare District			\$ 136,000	\$ 94,739	\$ 41,261	
BOD - 5/28/19 BOD (#993)	Galilee Center - Emergency Services			\$ 75,000	\$ 33,750	\$ 41,250	
BOD - 6/25/19 BOD (#1006)	DHCD - Homelessness Initiative Collective Fund			\$ 1,000,000	\$ -	\$ 1,000,000	
TOTAL GRANTS			\$ 4,771,385	\$ 1,211,000	\$ 492,436	\$ 5,489,949	
Summary: As of 6/30/19			\$ 217,292		A/C 2190	\$ 4,289,949	
Health Portal (CVHIP):	\$ 174,898		\$ 200,000		A/C 2186	\$ 1,200,000	
Swim	\$ 53,810		\$ 417,292		Total	\$ 5,489,949	
Swim (funded by DHCD 10.25.18)	\$ 41,261		\$ 4,354,093		Diff	\$ -	
West Valley Homelessness Initiative	\$ 2,128,712						
Cal Endowment-Analysts	\$ 64,817						
Behavioral Health Initiative Collective Fund	\$ 1,985,200						
Avery Trust - Pulmonary Services	\$ 1,000,000						
Galilee Center - Emergency Services	\$ 41,250						
Total	\$ 5,489,949						
* West Valley Homelessness Initiative - COMMITTED FUNDS \$1,927,863 (BALANCE \$1,072,137)							
Amts available/remaining for Grant/Programs - FY 2018-19:			FY17 Grant Budget				
Amount budgeted 2018-2019		\$ 539,000		\$ 219,000			
Amount granted year to date		\$ (1,211,000)		\$ 320,000			
Mini Grants:							
Net adj - Grants not used:							
Balance available for Grants/Programs		\$ (672,000)					



DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
MEETING MINUTES
July 9, 2019

Directors Present	District Staff Present	Absent
Chairman/Treasurer Mark Matthews – <i>Telephonic</i> Director Arthur Shorr – <i>Telephonic</i>	Chris Christensen, Interim CEO & CFO Stephen Huyck, Accounting Manager Andrea S. Hayles, Clerk to the Board	Vice-President Leticia De Lara

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chairman Matthews called the meeting to order at 3:30 p.m.	
II. Approval of Agenda	Chairman Matthews asked for a motion to approve the agenda.	It was moved and seconded (Director Shorr, Chairman Matthews) to approve the agenda. Motion passed unanimously.
III. Public Comment	No public comment.	
IV. Approval of Minutes 1. Minutes – Meeting June 11, 2019	Chairman Matthews asked for a motion to approve the minutes of the June 11, 2019 F&A Committee meeting.	It was moved and seconded (Director Shorr, Chairman Matthews) to approve the agenda. Motion passed unanimously.
V. CEO Report	No report was provided.	
VI. Financial Reports 1. Financial Statements 2. Deposits 3. Check Register 4. Credit Card Expenditures 5. General Grants Schedule	Chris Christensen, Interim CEO, reviewed and explained the financials with the committee highlighting a net income of \$240k with a net gain on investments of \$376k.	It was moved and seconded (Director Shorr, Chairman Matthews) to approve the June 2019 Foundation Financial Reports – items 1-5 and forward to the Board for approval. Motion passed unanimously.
VII. Other Matters 1. Consideration to Approve - Ready Set Swim FY 19-20 Budget	Chris Christensen, Interim CEO, described the Ready Set Swim program budget in coordination with the partnering agency Desert Recreation District and the Palm Springs Boys and Girls Club to service the expanded District boundaries and to continue the program into the annexed area. There is a remaining \$65k from the prior	It was moved and seconded (Director Shorr, Chairman Matthews) to approve the Ready Set Swim FY 19-20 Budget and forward to the Board for approval. Motion passed unanimously.



DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
MEETING MINUTES
July 9, 2019

<p>2. Consideration to Approve Transfer Foundation Operating bank account from Pacific Premier to Union Bank</p>	<p>fiscal year that will require District grant funding to the Foundation for \$200k. Service Agreements will be brought to the July Board meeting for consideration of approval</p> <p>Chris Christensen, Interim CEO, explained that the Foundation recently had challenges opening the account for the Summer Homelessness Survival Fund with Pacific Premier. Additionally, there have been other challenges with Pacific Premier such as changes in management and the decline in professional services. Approximately \$800k would be transferred to Union Bank upon final approval of the Board.</p>	<p>It was moved and seconded (Director Shorr, Chairman Matthews) to approve the transfer of the Foundation operating bank account from Pacific Premier to Union Bank and to forward to the Board for approval.</p> <p>Motion passed unanimously.</p>
<p>VIII. Adjournment</p>	<p>Chairman Matthews adjourned the meeting at 3:47 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

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

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



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: July 23, 2019
To: Board of Directors
Subject: Ready Set Swim Program Budget FY 2019-2020

Staff Recommendation:

Consideration to approve the proposed Ready, Set, Swim program budget for FY 2019-2020

Background:

- The Ready, Set, Swim (RSS) program since its inception in the 2014/2015 school year has established itself as a model, award-winning program that combines physical activity and nutrition education. The program has taught well over 3,000 Palm Springs Unified School District third-grade students how to swim and interactive nutrition education classes.
- The program has been previously funded by the collective fund established by funds from the Palm Springs Mayors Race and the Desert Healthcare District totaling approximately \$500k. Approximately \$65k remains unexpended.
- At the April 23 Board of Directors meeting, the Board directed staff to develop a program and budget to expand the swim program across the entire expanded district for FY 2019-2020. Preliminary estimated cost of the program was \$300-\$400k.
- Staff has worked diligently to work with its partners, Desert Recreation District and Boys and Girls Club of Palm Springs, to create the program.
 - The Desert Recreation District proposed program budget includes the expansion of the program into the Coachella Valley Unified School District (10) and Desert Sands Unified School District schools (14), along with the continuation of the program in the Palm Springs Unified School District (14).
 - The Boys and Girls Club of Palm Springs budget includes increased staffing to support all program activities, along with increased fees associated to the pool facility.
 - The DHCD internal budget includes staffing along with key programmatic supplies and the pool facility rental fees.
- The attached budgets will allow the swim program to continue for the next school year.
- Since \$65k remains from the prior funds, the District will need to provide grant funding to the Foundation for approximately \$200,000 and will be brought to Program Committee.
- At the July 9, 2019 F&A Committee Meeting, the Committee recommended forwarding to the Board for approval.
- Staff recommends approval of the budgets as presented.

Fiscal Impact:

Desert Healthcare District Internal Budget:	\$ 67,788
Boys and Girls Club of Palm Springs Budget:	\$ 37,310
Desert Recreation District Budget:	\$160,725

The combined total program budget:	\$265,823
------------------------------------	-----------

\$65,000 from remaining unexpended funds

\$200,000 from a new grant from the Desert Healthcare District

**Desert Healthcare District
Ready, Set, Swim 2019/2020 Program Budget**

Desert Healthcare District Ready, Set, Swim Budget: 2019/2020		
		Salary Allocation
		FTE
Expense Categories		Vanessa's Salary: 57,000 0.25
		Alejandro's Salary: 101,843 0.05
Salary Allocation	27,688	Stephen's Salary: 66,040 0.02
Mileage	7,000	Benefit O/H: 34%
Supplies	7,500	
Snacks/Towels/Pool Supplies/Misc	7,000	Total: \$ 27,688
Pool Rental Fees	13,000	
Insurance	600	
Promotional/Marketing	5,000	
Total Estimated Costs	\$ 67,788	
		Mileage
		IRS Reimb Rate: 0.58 per mile
		Est. # of miles/mo. 1,341
		Teaching months: 9
		Total: \$ 7,000
		Supplies
		Ex: ink, paper, pens, folders, paper, clipboards, etc.
		Total: \$ 7,500
		Snacks/Towels/Pool Supplies/Misc
		Ex. Cuties, apples, cheese, pool toys, kickboards, misc pool supplies
		Snacks \$ 5,000
		Pool Supplies \$ 2,000
		Total: \$ 7,000
		Pool Rental Fees
		Palm Springs & DHS \$ 13,000
		Insurance
		Borrego & Palm Springs \$ 600
		Promotional/Marketing
		Polos, Facebook ads \$ 5,000

**Boys and Girls Club of Palm Springs
Ready, Set, Swim 2019/2020 Program Budget**

Boys and Girls Club of Palm Springs Ready, Set, Swim Budget: 2019/2020			
This budget is based off the the membership fees as DHD desired but with the additional staffing needs of the Club.			
MEMBERSHIP			
Palm Springs Membership 6 months			
# youth	# schools	\$ per membership	Total
48	4	15	3000
Cathedral City Membership 1 month			
# youth	# schools	\$ per membership	Total
48	5	5	1200
MEMBERSHIP			\$ 4,200.00
STAFFING COST *			
Number of Staff	Estimated # of Hours	\$ per hour	Total
3	286	20	\$ 17,160.00
Additional hiring expense would be \$20 per background check, \$60 per drug screening and onboarding process per new employee. **			
STAFFING TOTAL			\$ 17,160.00
FACILITY RENTAL FEE			
	# of days	\$ per day	Total
	72	125	\$ 9,000.00
Shocking of the swimming pool - \$100 per time			\$ 500.00
Towels & Laundry Soap (50 towels @ \$7 = \$350 Laundry Soap \$100)			\$ 450.00
Gas Bill (this is for 5 months of the program to offset the expense)			\$ 6,000.00
Total			\$ 37,310.00
* Based off of National BGCA guidelines for staff to child ratio			
** All inclusive of this expense			

**Desert Recreation District
Ready, Set, Swim 2019/2020 Program Budget**

	Palm Springs Schools	Cathedral City Schools	Desert Hot Springs Schools	Totals	Hourly Rate	Expense Total
Number of Schools	4	5	5	14		
Activity Days (8 per school)	32	40	40	112		
1- Aquatic Specialist (3hrs/day)	117	117	120	354	27.23	\$ 9,639.42
1- Pool Manager (4hrs/day)	225	226.25	237.5	688.8	21.5	\$ 14,808.13
2-Recreation Leader for DHS	0	0	400	400	16.37	\$ 6,548.00
4- Lifeguards/Swim Instructors (4hrs/day)	798	798	840	2436	20	\$ 48,720.00
Program Logistics					Staffing Total	\$ 79,715.55
1. <i>Classes not to exceed 48 students to support our 1/6 staff to student ratio.</i>					30% Benefits	\$ 23,914.66
2. One swim crew that will perform the program in the fall through early spring in PS. and the later part of the school year will be in DHS					Sub Total	\$ 103,630.21
* This will help with staffing challenges (DRD) and weather conditions.					Staff Uniforms	\$ 667.18
3. <i>The hours have been based on swim schedule and PSUSD calendar, hourly rate has been updated.</i>					Cell Phone	\$ 240.00
a. This includes 1 hour transportaion in total per person each day -					Mileage	\$ 2,800.00
b. This included the 30 min buffer both before and after class as per this years program.					Materials & Supplies	\$ 250.00
4. Projected start date will be <i>Monday Sewptember 09, 2019 and will go to the end of May.</i>					Lifeguard Course	\$ 1,500.00
5. RHUS will still perform the nutrition classes in Palm Springs and our team will do 4 nutrition classes in DHS. (DRD extrastaff included above)					Program Exp Sub Total	\$ 5,457.18
6. 1000 schoarships for swim lessons will be issued to third grade students enrolled at CVUSD & DSUSD . Student will be able to select					30% Indirect Cost	\$ 1,637.15
					Sub Total	\$ 7,094.33
					500 CVUSD Scholarships	\$ 25,000.00
					500 DSUSD Scholarships	\$ 25,000.00
					Sub Total	\$ 50,000.00
Facilities Fees will be paid directly via the DHCD.						
Boys and Girls club Fees will be paid by DHCD					Total	\$ 160,724.54

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by **DESERT HEALTHCARE FOUNDATION**, a California healthcare district organized and operating pursuant to Health & Safety Code section 3200 et seq. (the “Agency”) and **BOYS AND GIRLS CLUB OF PALM SPRINGS** (“Contractor”)

R E C I T A L S

- A. The Agency is engaged in the business of providing funding for programs/projects that advance health and wellness to District/Foundation residents.
- B. The Contractor provides recreational services to more than 5,000 children residing in the Palm Springs area. In addition, the Contractor creates and delivers quality programs, services and classes; and, facilitates leisure opportunities through partnerships that encourage residents to engage in healthy lifestyles and wellness activities.
- C. The Agency desires to utilize Contractor’s services for specific projects on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Engagement and Scope of Services. (Exhibit A)**

(a) **Engagement:** The Agency hereby retains the services of Contractor and Contractor hereby agrees to provide the services described in Exhibit A, and such other services as requested in writing from time to time by an authorized representative of the Agency, in accordance with the terms and conditions of this Agreement.

(b) **Extent of Services:** Contractor shall be available to render services as described in Exhibit A or as requested by the Agency. The Agency expects the initial assignment described in Exhibit A (scheduled agreed to and provided by the Agency), but nothing in this Agreement shall entitle Contractor to provide or obligate the Agency to request any specific minimum or maximum number of hours or days of services. Contractor shall be free to provide services to other clients during the term of this Agreement provided this does not impair Contractor’s ability to fulfill its obligations under this Agreement or create a conflict of interest with the Agency.

(c) **Skill and Ability:** All services performed by Contractor shall reflect first class workmanship and attention to detail. Contractor represents and warrants that it has the requisite skill, ability, training, licenses, and other qualifications necessary or

customarily required to perform such services in accordance with the best practices in the industry and all applicable laws and customs.

(d) **Accounting:** Upon request by the Agency, Contractor shall provide the Agency with an accurate accounting of all services performed or in progress under this Agreement.

2. Years of Engagement and Termination

Contractor's engagement with the Agency shall commence on **September 1, 2019** and shall continue until **March 31, 2020** or until the services requested by the Agency are completed, but either party may terminate Contractor's engagement (a) immediately in the event of a breach of this Agreement or other just cause, or (b) at any time without a breach or just cause upon ten (10) days written notice.

3. Compensation. (Exhibit B)

(a) **Fees: Not to exceed \$37,310.00**

(b) **Expenses:**

(c) **No Other Benefits:** The Agency shall not be responsible for and Contractor shall not be entitled to the payment of any other compensation or other amounts to the Contractor. Under no circumstances shall Contractor be eligible for or entitled to any of the compensation or benefits that the Agency may provide to its employees, either as required by law or pursuant to Agency policy or practice, including but not limited to bonus and incentive compensation; overtime pay or meal and rest period premiums; vacation, sick leave, holiday, or other paid time off; retirement, profit sharing or 401k; medical, dental, vision, life, disability, or other insurance; severance pay; stock options, stock grants or other equity participation; or workers compensation, unemployment insurance, or disability insurance. Contractor specifically acknowledges that its principals shall not be eligible for unemployment insurance even if this Agreement is terminated without cause.

(d) **Taxes:** The Agency shall report all compensation paid to Contractor under this Agreement on Form 1099. Contractor shall be solely responsible for all taxes, penalties, or interest due with respect to all such compensation, and shall defend and indemnify the Agency for any such taxes, penalties or interest.

(e) **Termination.** Upon termination of this Agreement for any reason, the Agency's only obligation shall be to pay the compensation and expenses owing under this Agreement for authorized services actually rendered by Contractor prior to the date of termination.

4. Independent Contractor Status.

(a) In performing any and all services to the Agency, Contractor shall function strictly as an independent contractor and shall not be deemed an employee, partner, joint venture, agent, or principal of the Agency. Contractor shall have no authority to bind Agency, enter into contracts, or authorize expenditures without the prior written authorization of the Agency. Contractor shall be solely responsible for providing any benefits as required by law, contract, or policy to any employees of the Contractors. The Agency is only responsible for compensating for benefits as outlined in Exhibit B.

(b) Contractor shall be solely responsible for all obligations imposed by law or contract as the employer of any personnel to whom Contractor delegates the performance of services under this Agreement, including but not limited to compliance with all state and federal laws concerning payroll and recordkeeping, wage and hour, employee benefits, safety and health, equal employment opportunity and unlawful harassment or discrimination, or termination of employment. Contractor shall defend and indemnify the Agency and its officers, directors, employees, and agents from any claim or liability asserted against the Agency by any personnel of Contractor arising from or relating to the performance of services under this Agreement.

(c) To the extent Contractor and its personnel interact with employees of the Agency or perform services at the Agency or its customers' locations, Contractor and its personnel shall comply with all rules and policies of the Agency that apply generally to all business visitors, concerning safety and health, equal employment, unlawful harassment, substance abuse and personal conduct.

5. Confidential Information.

(a) At all times during and after the term of this Agreement, Contractor shall hold in strictest confidence any information which is not legally available to the public as public information as the Agency is a public agency.

(b) Additionally, as a public agency, all Contractor information, data, communications, contracts, fees provided to the Agency under this Agreement are available to the public and not classified as confidential.

6. Compliance with Law:

Contractor shall comply with all applicable laws and regulations in performing services under this Agreement, including but not limited to those concerning food safety, ethical marketing practices, and consumer protection.

7. Indemnity:

Contractor shall defend and indemnify the Agency and its officer, directors, employees, agents, successors, and assigns from all claim and liabilities (including attorneys' fees and costs) that arise from or are related to any breach of this Agreement by Contractor or any negligent or wrongful act or omission of Contractor and its personnel, including but not limited to claims for death or personal injury involving the Contractor's use or operation of any motor vehicle or equipment.

8. Insurance:

At all times during and for a reasonable period of time after the term of this Agreement, Contractor shall procure and maintain adequate general liability insurance covering all aspects of the services rendered under this Agreement, including but not limited to adequate automotive liability insurance covering any use or operation of any motor vehicle. Contractor shall be solely responsible for procuring and maintaining any insurance required or customarily provided to Contractor's employees, including but not limited to group medical, life, disability, accidental death and dismemberment, workers compensation and unemployment insurance.

9. Returning Agency Documents and Transition of Business:

Upon termination of this Agreement for any reason, or upon request by the Agency at any time, Contractor shall return unconditionally to the Agency all documents and files (including originals and copies, whether on paper or electronic), equipment supplies, and all other property of any kind that belongs to the Agency or came into Contractor's possession in the course of performing services under this Agreement. Upon request, Contractor shall also present a written accounting of all services performed and business transacted under this Agreement. Contractor shall cooperate in good faith with the Agency to assure an orderly transition of business under this Agreement following termination.

10. Miscellaneous.

(a) **Notices.** Any notice required under this Agreement may be personally delivered or sent by facsimile, pdf, email or first-class mail to the following addresses:

(i) If to the Agency:
*Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Attn: Chris Christensen, Interim CEO*

(ii) If to the Contractor:
*Boys and Girls Club of Palm Springs
450 S. Sunrise
Palm Springs, CA 92262
Attn: Margaret Keung, Executive Director*

(b) **No Waiver.** If any party fails to object to a breach of this Agreement, that party shall not be precluded from objecting to any future breach.

(c) **Governing Law.** This Agreement has been made and entered into in the State of California and shall be construed in accordance with the laws of the State of California.

(d) **Severability.** If any provision of this Agreement is declared void for any reason, all other provisions shall remain in effect.

(e) **Captions.** The various captions of this Agreement are for reference only and shall not be considered or referred to in resolving questions or interpretation of this Agreement.

(f) **Attorneys' Fees.** If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall recover its costs and attorneys' fees.

(g) **Assignment.** Contractor may not assign his rights, obligations or duties under this Agreement without the express written consent of the Agency. This Agreement shall inure to the benefit of and be binding upon any successor or assign of the Agency.

Signature Page:

Agency:

By: _____
Its: Chris Christensen, Interim CEO

Date: _____

Contractor:

By: _____
Its: Margaret Keung, Executive Director

Date: _____

EXHIBIT A

SERVICES

Period beginning approximately September 1, 2019 through March 31, 2020

1. Boys and Girls Club of Palm Springs staff will conduct a daily “walk-through” of the swimming facility to ensure all program areas are safe and clean for use including monitoring and maintaining safe pool water ph-levels, pool water temperature, and locker rooms. Any discrepancies that may lead to the cancelation of the swimming activities shall be reported to the Desert Recreation District for the planning of alternative activities.
2. Pool temperature will be maintained at the American Red Cross recommended temperature of 83°-89° on program activity days. Water ph-levels should also be maintained at the American Red Cross recommended levels of 7.4 to 7.6 to ensure the water is safe for the swimming activities.
3. The swimming facility and classroom will be reserved for program activity days, including the classroom for nutrition classes and possible alternative activities due to the cancelation of swimming activities due to inclement weather or unsafe pool conditions.
4. Each activity day the Boys and Girls Club of Palm Springs staff will provide logistical support with the supervision of the participating children during the transition from the bus stop to the clubhouse, swimming facility and/or designated area for the nutrition education classes.
5. Boys and Girls Club of Palm Springs staff will participate in nutrition education training and provide nutrition education classes to the participants.
6. Boys and Girls Club of Palm Springs staff will do the washing and folding of towels for the participating children. Assistance from the Desert Recreation District staff will be provided, whenever possible.
7. Each participating child will receive an annual membership to the Boys and Girls Club, which would entitle them to all the amenities and activities offered by the Boys and Girls Club, along with all applicable rules and regulations.
8. All invoicing for services/purchases provided under this grant will require supporting documentation (time sheets, mileage logs, receipts, etc...) for reimbursement and/or payment.

EXHIBIT B

SUMMARY OF COSTS

**Boys and Girls Club of Palm Springs
Ready, Set, Swim Budget: 2019/2020**

This budget is based off the membership fees as DHD desired but with the additional staffing needs of the Club.

MEMBERSHIP

Palm Springs Membership 6 months			
# youth	# schools	\$ per membership	Total
48	4	15	3000
Cathedral City Membership 1 month			
# youth	# schools	\$ per membership	Total
48	5	5	1200
MEMBERSHIP			\$ 4,200.00

STAFFING COST *

Number of Staff	Estimated # of Hours	\$ per hour	Total
3	286	20	\$ 17,160.00
Additional hiring expense would be \$20 per background check, \$60 per drug screening and onboarding process per new employee. **			
STAFFING TOTAL			\$ 17,160.00

FACILITY RENTAL FEE

# of days	\$ per day	Total
72	125	\$ 9,000.00

Shocking of the swimming pool - \$100 per time	\$ 500.00
Towels & Laundry Soap (50 towels @ \$7 = \$350 Laundry Soap \$100)	\$ 450.00
Gas Bill (this is for 5 months of the program to offset the expense)	\$ 6,000.00
Total	\$ 37,310.00

* Based off of National BGCA guidelines for staff to child ratio

** All-inclusive of this expense

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by **DESERT HEALTHCARE FOUNDATION**, a California healthcare district organized and operating pursuant to Health & Safety Code section 3200 et seq. (the “Agency”) and **DESERT RECREATION DISTRICT** (“Contractor”)

R E C I T A L S

- A. The Agency is engaged in the business of providing funding for programs/projects that advance health and wellness to District/Foundation residents.
- B. The Contractor provides recreational services to more than 380,000 residents throughout the Greater Coachella Valley. In addition, the Contractor creates and delivers quality programs, services and classes; and, facilitates leisure opportunities through partnerships that encourage residents to engage in healthy lifestyles and wellness activities.
- C. The Agency desires to utilize Contractor’s services for specific projects on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Engagement and Scope of Services. (Exhibit A)**

(a) **Engagement:** The Agency hereby retains the services of Contractor and Contractor hereby agrees to provide the services described in Exhibit A, and such other services as requested in writing from time to time by an authorized representative of the Agency, in accordance with the terms and conditions of this Agreement.

(b) **Extent of Services:** Contractor shall be available to render services as described in Exhibit A or as requested by the Agency. The Agency expects the initial assignment described in Exhibit A (scheduled agreed to and provided by the Agency), but nothing in this Agreement shall entitle Contractor to provide or obligate the Agency to request any specific minimum or maximum number of hours or days of services. Contractor shall be free to provide services to other clients during the term of this Agreement provided this does not impair Contractor’s ability to fulfill its obligations under this Agreement or create a conflict of interest with the Agency.

(c) **Skill and Ability:** All services performed by Contractor shall reflect first class workmanship and attention to detail. Contractor represents and warrants that it has the requisite skill, ability, training, licenses, and other qualifications necessary or

customarily required to perform such services in accordance with the best practices in the industry and all applicable laws and customs.

(d) **Accounting:** Upon request by the Agency, Contractor shall provide the Agency with an accurate accounting of all services performed or in progress under this Agreement.

2. Years of Engagement and Termination

Contractor's engagement with the Agency shall commence **September 1, 2019** and shall continue until **August 31, 2020** or until the services requested by the Agency are completed, but either party may terminate Contractor's engagement (a) immediately in the event of a breach of this Agreement or other just cause, or (b) at any time without a breach or just cause upon ten (10) days written notice.

3. Compensation.

(a) **Fees: \$160,724.54 (Exhibit B)**

(b) **Expenses:**

(c) **No Other Benefits:** The Agency shall not be responsible for and Contractor shall not be entitled to the payment of any other compensation or other amounts to the Contractor. Under no circumstances shall Contractor be eligible for or entitled to any of the compensation or benefits that the Agency may provide to its employees, either as required by law or pursuant to Agency policy or practice, including but not limited to bonus and incentive compensation; overtime pay or meal and rest period premiums; vacation, sick leave, holiday, or other paid time off; retirement, profit sharing or 401k; medical, dental, vision, life, disability, or other insurance; severance pay; stock options, stock grants or other equity participation; or workers compensation, unemployment insurance, or disability insurance. Contractor specifically acknowledges that principals shall not be eligible for unemployment insurance even if this Agreement is terminated without cause.

(d) **Taxes:** The Agency shall report all compensation paid to Contractor under this Agreement on Form 1099. Contractor shall be solely responsible for all taxes, penalties, or interest due with respect to all such compensation, and shall defend and indemnify the Agency for any such taxes, penalties or interest.

(e) **Termination.** Upon termination of this Agreement for any reason, the Agency's only obligation shall be to pay the compensation and expenses owing under this Agreement for authorized services actually rendered by Contractor prior to the date of termination.

4. Independent Contractor Status.

(a) In performing any and all services to the Agency, Contractor shall function strictly as an independent contractor and shall not be deemed an employee, partner, joint venture, agent, or principal of the Agency. Contractor shall have no authority to bind Agency, enter into contracts, or authorize expenditures without the prior written authorization of the Agency. Contractor shall be solely responsible for providing any benefits as required by law, contract, or policy to any employees of the Contractors. The Agency is only responsible for compensating for benefits as outlined in Exhibit B.

(b) Contractor shall be solely responsible for all obligations imposed by law or contract as the employer of any personnel to whom Contractor delegates the performance of services under this Agreement, including but not limited to compliance with all state and federal laws concerning payroll and recordkeeping, wage and hour, employee benefits, safety and health, equal employment opportunity and unlawful harassment or discrimination, or termination of employment. Contractor shall defend and indemnify the Agency and its officers, directors, employees, and agents from any claim or liability asserted against the Agency by any personnel of Contractor arising from or relating to the performance of services under this Agreement.

(c) To the extent Contractor and its personnel interact with employees of the Agency or perform services at the Agency or its customers' locations, Contractor and its personnel shall comply with all rules and policies of the Agency that apply generally to all business visitors, concerning safety and health, equal employment, unlawful harassment, substance abuse and personal conduct.

5. Confidential Information.

(a) At all times during and after the term of this Agreement, Contractor shall hold in strictest confidence any information which is not legally available to the public as public information as the Agency is a public agency.

(b) Additionally, as a public agency, all Contractor information, data, communications, contracts, fees provided to the Agency under this Agreement are available to the public and not classified as confidential.

6. Compliance with Law:

Contractor shall comply with all applicable laws and regulations in performing services under this Agreement, including but not limited to those concerning food safety, ethical marketing practices, and consumer protection.

7. Indemnity:

Contractor shall defend and indemnify the Agency and its officer, directors, employees, agents, successors, and assigns from all claim and liabilities (including attorneys' fees and costs) that arise from or are related to any breach of this Agreement by Contractor or any negligent or wrongful act or omission of Contractor and its personnel, including but not limited to claims for death or personal injury involving the Contractor's use or operation of any motor vehicle or equipment.

8. Insurance:

At all times during and for a reasonable period of time after the term of this Agreement, Contractor shall procure and maintain adequate general liability insurance covering all aspects of the services rendered under this Agreement, including but not limited to adequate automotive liability insurance covering any use or operation of any motor vehicle. Contractor shall be solely responsible for procuring and maintaining any insurance required or customarily provided to Contractor's employees, including but not limited to group medical, life, disability, accidental death and dismemberment, workers compensation and unemployment insurance.

9. Returning Agency Documents and Transition of Business:

Upon termination of this Agreement for any reason, or upon request by the Agency at any time, Contractor shall return unconditionally to the Agency all documents and files (including originals and copies, whether on paper or electronic), equipment supplies, and all other property of any kind that belongs to the Agency or came into Contractor's possession in the course of performing services under this Agreement. Upon request, Contractor shall also present a written accounting of all services performed and business transacted under this Agreement. Contractor shall cooperate in good faith with the Agency to assure an orderly transition of business under this Agreement following termination.

10. Miscellaneous.

(a) **Notices.** Any notice required under this Agreement may be personally delivered or sent by facsimile, pdf, email or first-class mail to the following addresses:

(i) If to the Agency:
*Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Attn: Chris Christensen, Interim CEO*

(ii) If to the Contractor:
*Desert Recreation District
45-305 Oasis Street
Indio, CA 92201
Attn: Maureen Archuleta, Comm Svcs Sprvsr*

(b) **No Waiver.** If any party fails to object to a breach of this Agreement, that party shall not be precluded from objecting to any future breach.

(c) **Governing Law.** This Agreement has been made and entered into in the State of California and shall be construed in accordance with the laws of the State of California.

(d) **Severability.** If any provision of this Agreement is declared void for any reason, all other provisions shall remain in effect.

(e) **Captions.** The various captions of this Agreement are for reference only and shall not be considered or referred to in resolving questions or interpretation of this Agreement.

(f) **Attorneys' Fees.** If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall recover its costs and attorneys' fees.

(g) **Assignment.** Contractor may not assign his rights, obligations or duties under this Agreement without the express written consent of the Agency. This Agreement shall inure to the benefit of and be binding upon any successor or assign of the Agency.

Signature Page:

Agency:

By: _____
Its: Chris Christensen, Interim CEO

Date: _____

Contractor:

By: _____
Its: Kevin Kalman, General Manager

Date: _____

EXHIBIT A SERVICES

Period beginning approximately September 1, 2019 through August 31, 2020

1. Prior to the commencement of the program in September 2019, the Desert Recreation District will ensure the Ready, Set, Swim program staff including the Aquatics Specialist, Pool Manager, Lifeguards, and Swimming Instructors are properly trained on the American Red Cross: Learn to Swim curriculum and monitor all current certifications and/or licenses associated with the program to prevent certification lapses and ensure all staff maintain an active certification/license.
2. The Desert Recreation District will provide adequate staffing for all Ready, Set, Swim activities. Staffing should include 1- Aquatic Specialist; 1- Pool Manager; 4-Lifeguards/Swimming Instructors at the swimming facility supervising all program related activities.
3. Each activity day the Desert Recreation District staff will provide logistical support to the Boys and Girls Club of Palm Springs and/or the Desert Hot Springs Wellness Center staff with the supervision of the participating children during the transition from the swimming facility to the designated area for the nutrition education classes and/or activity area. This includes program staff arriving 30-minutes before the start of the program and leaving 30-minutes after the conclusion of the program.
4. Desert Recreation District staff will conduct a daily “walk-through” of the swimming facility to ensure all program areas are safe for use including monitoring water ph-levels, water temperature, and locker rooms. Any discrepancies should be reported to the Desert Healthcare District- Program Coordinator, who will notify the Boys and Girls Club of Palm Springs or City of Desert Hot Springs for immediate action.
5. Cancellation of swimming classes will be allowed ONLY if there is inclement weather, the water temperature is outside the American Red Cross recommended 83°-89° or water ph-levels are below or above the recommended 7.4 to 7.6. If swimming classes are canceled, Desert Recreation District staff should have alternative planned activities which will be held in the activity rooms within the Boys and Girls Club of Palm Springs or Desert Hot Springs Wellness Center.

6. At the start (lesson #1) and end (lesson #8) of each swimming cohort the Desert Recreation District staff will conduct a swimming skills test on all participating children using the American Red Cross: Swim to Learn- skills checklist to measure the participating children swimming skills from pre to post-test.
7. From pre-to-post test a minimum of **80%** of the participating children in each swimming cohort would have demonstrated an increase of at least four swimming skills.
8. Desert Recreation District staff will participate in a nutrition education training and provide nutrition education classes to the participants.
9. All skills checklists and attendance lists will be submitted by the Aquatics Specialist to the Desert Healthcare District-Program Coordinator no later than 2 business days after the completion of each swimming cohort.
10. The Desert Recreation District will assist in the expansion of the RSS program into the Desert Sands and Coachella Valley Unified School Districts, including on-line registration, outreach, and marketing.
11. Using grant funds from this contract, Desert Recreation District will provide a total of **1000** swimming classes scholarships to 3rd graders in the DSUSD and CVUSD to use during the summer months of 2020.
12. All invoicing for services/purchases provided under this grant will require supporting documentation (time sheets, mileage logs, receipts, etc....) for reimbursement and/or payment.

**EXHIBIT B
SUMMARY OF COSTS**

Desert Recreation District Ready, Set, Swim Budget: 2019/2020						
	Palm Springs Schools	Cathedral City Schools	Desert Hot Springs Schools	Totals	Hourly Rate	Expense Total
Number of Schools	4	5	5	14		
Activity Days (8 per school)	32	40	40	112		
1- Aquatic Specialist (3hrs/day)	117	117	120	354	27.23	\$ 9,639.42
1- Pool Manager (4hrs/day)	225	226.25	237.5	688.8	21.5	\$ 14,808.13
2-Recreation Leader for DHS	0	0	400	400	16.37	\$ 6,548.00
4- Lifeguards/Swim Instructors (4hrs/day)	798	798	840	2436	20	\$ 48,720.00
Program Logistics					Staffing Total	\$ 79,715.55
1. <i>Classes not to exceed 48 students to support our 1/6 staff to student ratio.</i>					30% Benefits	\$ 23,914.66
2. One swim crew that will perform the program in the fall through early spring in PS. and the later part of the school year will be in DHS					Sub Total	\$ 103,630.21
* This will help with staffing challenges (DRD) and weather conditions.					Staff Uniforms	\$ 667.18
3. <i>The hours have been based on swim schedule and PSUSD calendar, hourly rate has been updated.</i>					Cell Phone	\$ 240.00
a. This includes 1 hour transportaion in total per person each day -					Mileage	\$ 2,800.00
b. This included the 30 min buffer both before and after class as per this years program.					Materials & Supplies	\$ 250.00
4. Projected start date will be Monday Sewptember 09, 2019 and will go to the end of May.					Lifeguard Course	\$ 1,500.00
5. RHUS will still perform the nutrition classes in Palm Springs and our team will do 4 nutrition classes in DHS. (DRD extrastaff included above)					Program Exp Sub Total	\$ 5,457.18
6. 1000 schoarships for swim lessons will be issued to third grade students enrolled at CVUSD & DSUSD . Student will be able to select					30% Indirect Cost	\$ 1,637.15
					Sub Total	\$ 7,094.33
					500 CVUSD Scholarships	\$ 25,000.00
					500 DSUSD Scholarships	\$ 25,000.00
					Sub Total	\$ 50,000.00
Facilities Fees will be paid directly via the DHCD.						
Boys and Girls club Fees will be paid by DHCD					Total	\$ 160,724.54



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: July 23, 2019
To: Board of Directors
Subject: Transfer Banks for the Foundation's Operating Account

Staff Recommendation:

Consideration to approve changing banks for the Foundation's operating account

Background:

- The Desert Healthcare Foundation has held its operating bank account with Pacific Premier Bank for several years.
- The District and Las Palmas Medical Plaza operating accounts are held with Union Bank.
- Staff has experienced better and more efficient processes and customer relations with Union Bank.
- If approved by the Committee, staff will bring the new bank documents to the Board for approval and obtaining authorized signatures and transfer documents.
- The F&A Committee, on July 9, recommended forwarding to the Board for approval.
- Staff recommends changing banks for the Foundation operating account to Union Bank.

Fiscal Impact:

None

Transfer approximately \$800,000 from Pacific Premier Bank to Union Bank.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: July 23, 2019
To: Board of Directors
Subject: Summer Homeless Survival Fund update

Staff Recommendation: Residents and organizations across the Coachella Valley and beyond contribute to the Summer Homeless Survival Fund, created by the Desert Healthcare Foundation on June 14 to support establishing and operating three emergency cooling centers in the western valley. (Information Only).

Background:

- Overnight cooling centers opened July 1 in Cathedral City, Desert Hot Springs and Palm Springs to provide a safe nighttime refuge from the heat and related services for people experiencing homelessness in the western valley. They're the result of a collaborative effort by the Coachella Valley Association of Governments, Riverside County and the three respective cities.
- The cooling centers are expected to remain open through September. They're located in a former boxing facility at 225 S. El Cielo Road in Palm Springs, a fellowship center at 66-290 Estrella in Desert Hot Springs, and a church at 38-088 Chuperosa Lane in Cathedral City.
- A Riverside County grant of \$200,000 — unused HEAP funds — was allocated for the cooling centers.
- Since mid-June, the Foundation's Summer Homeless Survival Fund has accepted public donations in support of the centers, which are staffed by the Coachella Valley Rescue Mission. The donations are made via a PayPal account, www.dhcd.org/homelessfund, and checks mailed or delivered to the Desert Healthcare District and Foundation offices in Palm Springs.
- At its June 25 meeting, the District and Foundation Board of Directors unanimously voted to match donations to the fund up to \$50,000, monies designated from the \$72,137 remaining in the Desert Healthcare Foundation Homelessness Initiative Collective Fund.
- As of July 18, the fund has received donations totaling **\$14,576**. All donors receive a thank-you and tax-deductible letter from the Foundation.

Fiscal Impact:

A matching fund of up to \$50,000 was approved at the June 25 Board meeting.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: July 23, 2019
To: Board of Directors
Subject: Behavioral Health Initiative Update

Recommendation:
Information Only

Background:

- At the March 26, 2019 Board of Directors meeting, a proposal from EVALCORP Research and Consulting was approved to conduct a comprehensive community behavioral/mental health needs assessment.
- A Behavioral Health Ad Hoc Committee was established with Director Rogers, Director De Lara, and Director PerezGil serving as members. The committee and staff participate in update calls the first Monday of each month.
- Staff and the Behavioral Ad Hoc Committee review all reports and give feedback.

Updates:

- EVALCORP has completed all 15 key stakeholder interviews and produced a summary of findings report showing the mental and behavioral health needs of the Coachella Valley from a systems-level perspective.
- EVALCORP has provided a report summarizing the key findings from the 74 provider survey respondents.
- EVALCORP has completed a secondary data report for tracking mental health services utilization data and to compile and analyze indicators to establish baseline/identify trends.
- EVALCORP conducted five focus groups targeting Spanish-speaking parents, LGBTQ+, community health workers, youth and transitional-aged youth. A draft report has been provided and will be reviewed by staff and the Behavioral Health Ad Hoc Committee with a telephone conference call with EVALCORP.
- A final report is due August 15, 2019 that will synthesize findings from all needs assessments tasks (inclusive of strengths, gaps and recommendations). There will be a presentation at the September 2019 Board of Directors meeting.
- A learning summit is scheduled in the fall and staff is coordinating with Supervisor Perez's office to hold the summit in partnership with the Supervisor's Behavioral Health Green Ribbon Committee.
- EVALCORP is on track with the scope of work based on the receipt of completed deliverables.



Date: July 23, 2019

To: Board of Directors

Subject: Funding Request - Martha's Village & Kitchen

Grant Request: Funding for Recuperative Care Program

Amount Requested: \$40,100

Project Period: 8/1/2019 to 12/31/2019 (5 months)

Recommendation: To approve, contingent upon DHCF's receipt of a complete grant application and budget, funding for \$40,100 over five (5) months until the expected HEAP (Homeless Emergency Assistance Program) funds are released (organizations were approved in February 2019 and now told to expect the release of funds near the end of the year).

- Normally, this request would go to the Program Committee for review and recommendation.
- This request for funding was received after the Program Committee met on July 9th.
- Program Committee is dark in August and will not meet again until September 10th.
- The funding is urgent to meet the current needs.

Use of Desert Healthcare Foundation funds: The funding will be used for items outside the scope of their HEAP (Homeless Emergency Assistance Program) award, such as support staff to the to a Registered Nurse and staff assigned as hospital and IEHP liaisons, as well as vital equipment for the support and liaison staff members.

Background:

- Senate Bill (SB) 1152, which became effective July 1, 2019, requires hospitals to include a written homeless patient discharge planning policy and process and discharge them to a safe and appropriate location.
- The Coachella Valley is **out of compliance** due to the number of beds or lack of Recuperative beds available to the homeless.
- Martha's Village and Kitchen's Recuperative Services will provide the medical expertise to effectively receive and support these homeless individuals that have been released from the hospital.
- Martha's Recuperative Services has dedicated nine beds to recuperative care and will provide a full-time Registered Nurse assigned to the homeless patients that are recovering from hospitalization.



- Martha's Recuperative Services' Registered Nurse and staff will act as a liaison between discharging hospitals and other healthcare facilities for continuity of care; assist doctors, physician assistants, nurse practitioners or any other medical provider authorized to perform medical services.
- Martha's will provide participants, that complete its recuperative care services, with the opportunity to roll into wrap-around homeless housing services to secure safe and affordable permanent housing, ending their homelessness and gaining independence.
- Staff recommends approval of the request to authorize the funding with a completed grant application.

Fiscal Impact:

- If approved, with the contingencies, the funds will be allocated from the Desert Healthcare Foundation's East Valley \$300,000 funding pool.

July 11, 2019

Subject: Funding Request – Bridge Funding for Recuperative Care

Dear Donna Craig,

Martha's Village & Kitchen, (MVK) is grateful to the Health Care District for its support. MVK is a non-profit 501(c) (3) dedicated to helping impoverished and homeless children, women, and men in the Coachella Valley. The agency has been a resource for those in need for over 28 years. Martha's has received support past support from the District for several years, and we are now requesting Bridge Funding for MVK's Recuperative Care Program over five months on the amount of \$40,100 until expected funds are released.

Martha's Village & Kitchen's Recuperative Services will provide housing and recuperative care of homeless individuals that no longer require hospitalization but still need to heal from an illness or injury at Martha's addressing the SB1152 mandates affective July 1, 2019. Martha's Recuperative Services will allow homeless individuals to continue their recovery and receive treatment for illnesses or injuries in Martha's housing facility in coordination with case managers to facilitate access to primary care, behavioral health services and other supportive services. Martha's will hire a full-time Registered Nurse, and develop partnerships to focus on providing necessary Recuperative Services to these homeless individuals that have a need for short term medical care and case management, while recovering from a medical issue. This program will target assisting unsheltered homeless individuals that need medical assistance with a focus on homeless individuals that have been recently released from a hospital or other healthcare institution. Finally, Martha's will provide participants, that complete its recuperative care services, with the opportunity to roll into wrap-around homeless housing services to secure safe and affordable permanent housing ending their homelessness and gaining independence.

Martha's Recuperative Services will dedicate nine beds to recuperative care. This new program will, for the first time in Martha's history, provide a full-time Registered Nurse assigned to homeless patients that are recovering from hospitalization. Martha's Recuperative Services' Registered Nurse and staff will act as a liaison between discharging hospitals and other healthcare facilities for continuity of care; assist doctors, physician assistants, nurse practitioners or any other medical provider authorized to perform medical services. The Registered Nurse will reconcile medications, perform wellness checks, and assist with the scheduling of appointments. The Registered Nurse will work to promote the patient's independence by establishing patient care goals; teaching patient, friends, and family to understand condition, medications, and self-care skills; answering questions. The Registered Nurse will coordinate with other Martha's Village and Kitchen staff and partners to ensure that patients are properly accommodated in receiving the most effective care possible as well as offering a customized level of wrap-around services based on the client.

This program has been designed to accommodate the implementation of SB1152 which is focused on providing supportive services to individuals experiencing homelessness upon exiting a hospital or other healthcare institution. SB1152 requires hospitals to include a written homeless patient discharge planning policy and process and discharge them to a safe and appropriate location. Martha's Recuperative Services will provide it the medical expertise to effectively receive and support these homeless individuals that have been released from the hospital. Significantly, this must in place by July 1, 2019 or the Coachella Valley will be out of compliance.

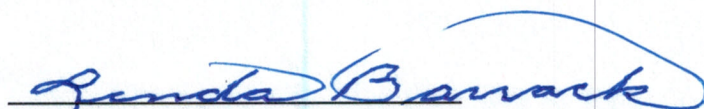
Martha's Village and Kitchen's programs improve the quality of life for those we serve. Our strength in leadership, our collaboration and partnerships, and our comprehensive programs propel our agency forward as a community asset that lightens the burden on social services, law enforcement, and hospitals. Martha's Village and Kitchen changes the lives of thousands of people every year.

Again, Martha's Village and Kitchen respectfully requests \$40,100 in short term Bridge funding from the District. The funding will be used for items outside the scope of our HEAP award, such as support staff to the RN and staff assigned as hospital and IEHP liaisons. Also vital equipment for the support and liaison staff members. – Full budget upon request.

As of this writing the Coachella Valley is out of compliance due to the number of beds or lack of Recuperative beds available to the homeless.

We need your help, so that we can continue to provide urgent services to the homeless ill and underserved. We welcome the opportunity to give you a comprehensive tour of Martha's Village and Kitchen, and its Recuperative rooms.

Please feel free to contact me with any questions you may have at LBarrack@marthasvillage.org, or at (760) 347-4741 ext. 114. Thank you for your consideration of this request.



Sincerely,
Linda Barrack
CEO and President
Martha's Village and Kitchen