



**DESERT HEALTHCARE FOUNDATION
BOARD MEETING
Board of Directors
June 26, 2018
8:00 p.m.**

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

Jerry Stergios Building, 1st Floor
Conference Rooms A & B
1140 N. Indian Canyon Drive, Palm Springs, California 92262
This meeting is handicapped-accessible

Page(s)	AGENDA	Item Type
	<i>Any item on the agenda may result in Board Action</i>	
	<p>A. CALL TO ORDER – President Zendle, MD Roll Call ____Vice-President/Secretary Rogers, RN ____Director Matthews ____Director Hazen____Director Wortham, DrPH</p>	
	B. APPROVAL OF AGENDA	Action
	<p>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.</p>	
	<p>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></p>	Action
3-5	1. BOARD MINUTES a. Board of Directors Meeting May 22, 2018	
6-14	2. FINANCE AND ADMINISTRATION a. Consideration for Approval Foundation May 2018 Financial Statements F&A Committee approved June 12, 2018	



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<i>Page(s)</i>	AGENDA	<i>Item Type</i>
	E. DESERT HEALTHCARE FOUNDATION CEO REPORT	
	F. FINANCE & ADMINISTRATION COMMITTEE	
15-16	a. Draft Minutes of June 12, 2018 F&A Committee Meeting	
17-25	b. CVHIP Annual Maintenance – Healthify Service Agreement	Action
26-32	c. Consideration to Approve Barbara Poppe and Associates Proposal NTE \$50,000– Strategic Actions to Reduce Homelessness	Action
33-40	d. FY 18-19 Annual Budget – Final Approval	Action
	G. OLD BUSINESS	
	H. NEW BUSINESS	
	I. DIRECTOR’S COMMENTS & REPORTS	
	J. ADJOURNMENT	



DESERT HEALTHCARE FOUNDATION
BOARD OF DIRECTORS
MEETING MINUTES
May 22, 2018

Directors Present	District Staff Present	Absent
President Zendle, MD Vice-President/Secretary Carole Rogers, RN Treasurer Mark Matthews Director Kay Hazen - <i>Telephonic</i> Director Jennifer Wortham, DrPH	Herb K. Schultz, CEO Lisa Houston, COO Chris Christensen, CFO Donna Craig, Senior Program Officer Alejandro Espinoza, Program Officer and Outreach Director Meghan Kane, Community Health Analyst Andrea S. Hayles, Clerk to the Board <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President Zendle called the meeting to order at 8:17 p.m. The Clerk of the Board called the roll with all Directors present and Director Hazen participating telephonically.	
B. Approval of Agenda	President Zendle asked for a motion to approve the Agenda.	#17-62 MOTION WAS MADE by Director Matthews and seconded by Vice-President Rogers to approve the agenda. Motion passed unanimously.
C. Public Comment	President Zendle called for public comment. No public comment.	
D. Consent Agenda D.1. Board Minutes D.1.a. Special Meeting of the Board April 24, 2018 D.2. Finance and Administration D.2.a. Consideration for approval Foundation March Financial Statements F&A approved May 8, 2018	President Zendle asked for a motion to approve the Consent Agenda.	#17-63 MOTION WAS MADE by Director Matthews and seconded by Vice-President Rogers approve Consent Agenda. Motion passed unanimously.

**DESERT HEALTHCARE FOUNDATION
 BOARD OF DIRECTORS
 MEETING MINUTES
 May 22, 2018**

<p>E. Desert Healthcare Foundation CEO Report</p>	<p>No report was provided.</p>	
<p>F. Finance & Administration Committee</p> <p>F.a. Draft Minutes of May 8, 2018 F&A Committee Meeting</p> <p>F.b. FY 18-19 Budget Review</p>	<p>Director Matthews explained the May 8, 2018 Draft Minutes.</p> <p>Chris Christensen, CFO, described and highlighted the FY 18-19 Budget explaining the Board may desire to table the action for any adjustments similar to the District’s Marketing line-item budget. Mr. Christensen outlined the net loss of \$224,000 emphasizing the \$300,000 grant expense to the east valley expansion, not included in the revenue.</p>	<p>#17-64 MOTION WAS MADE by Director Hazen and seconded by Director Wortham to table the FY 18-19 Budget. Motion passed unanimously.</p>
<p>G. Old Business</p> <p>G.a. CVHIP Update</p> <p>G.b. Ready Set Swim - Transition</p>	<p>Alejandro Espinoza, Program Officer and Outreach Director distributed bookmarks and posters related to the new CVHIP campaign and described the current outreach activities with O’Bayley Communications.</p> <p>Lisa Houston, COO, explained the transition of the Ready Set Swim contract to Desert Recreation District based on the Strategic Plan and past history of the program. Upon approval by the Board, the Desert Recreation District would assume the responsibility of \$130,000 agreement per year for each year.</p> <p>Director Hazen made a motion to approve the staff recommendation conditional upon receipt of a commitment from the Palm Springs Unified</p>	<p>#17-65 MOTION WAS MADE by Director Hazen and seconded by Vice-President Rogers to approve the Ready Set Swim transition to Desert Recreation District conditional upon receipt of the commitment from Palm Springs Unified School District for all in-kind transportation services. Motion passed unanimously.</p>

DESERT HEALTHCARE
FOUNDATION

**DESERT HEALTHCARE FOUNDATION
 BOARD OF DIRECTORS
 MEETING MINUTES
 May 22, 2018**

	School District for all in-kind transportation services.	
H. New Business	None	
I. Directors' Comments & Reports	None	
J. Adjournment	President Zendle adjourned the meeting at 8:28 p.m.	Audio recording available on the website at http://dhcd.org/Agenda-Board-of-Directors

ATTEST: _____
 Carole Rogers, Vice-President/Secretary
 Desert Healthcare District Board of Directors

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

DESERT HEALTHCARE FOUNDATION					
MAY 2018 FINANCIAL STATEMENTS					
INDEX					
Statement of Operations					
Balance sheet					
Allocation of Restricted Funds					
Deposit Detail					
Check Register					
Credit Card Expenditures					
Schedule of Grants					

Desert Healthcare Foundation
Profit & Loss Budget vs. Actual
 July 2017 through May 2018

	MONTH			TOTAL		
	May 18	Budget	\$ Over Budget	Jul '17 - May 18	Budget	\$ Over Budget
Income						
4000 · Gifts and Contributions	0	33,333	(33,333)	146,403	571,665	(425,262)
4003 · Grants	0	0	0	2,200,166	499,999	1,700,167
4007 · Grant Income - RSS Jr	4,522		4,522	32,101		32,101
4116 · Bequests - Frederick Lowe	9,251	6,667	2,584	75,545	73,337	2,208
4130 · Misc. Income	0	83	(83)	0	913	(913)
8015 · Investment Interest Income	6,903	5,000	1,903	59,361	55,000	4,361
8030 · Change in Value of CRT's	0	500	(500)	515	5,500	(4,985)
8040 · Restr. Unrealized Gain/(Loss)	3,442	2,083	1,359	(41,235)	22,913	(64,148)
Total Income	24,118	47,666	(23,548)	2,472,858	1,229,327	1,243,531
Expense						
5001 · Accounting Services Expense	628	628	0	6,908	6,908	0
5010 · Bank Service Charges	32		32	32		32
5035 · Dues & Memberships Expense	0	100	(100)	21	1,100	(1,079)
5055 · Insurance Expense	0		0	136		136
5057 · Investment Fees Expense	1,095	1,933	(838)	17,287	21,263	(3,976)
5065 · Legal Costs Ongoing Expense	0	100	(100)	0	1,100	(1,100)
5101 · DHCD-Exp Alloc Wages& benefits	0	51,096	(51,096)	143,423	562,056	(418,633)
5105 · East Valley Office Expense	0	3,333	(3,333)	0	16,665	(16,665)
5106 · Marketing & Communications	33,214	20,833	12,381	42,409	229,163	(186,754)
5110 · Other Expenses	318	21	297	3,434	231	3,203
5115 · Postage & Shipping Expense	0	8	(8)	0	88	(88)
5120 · Professional Fees Expense	0	83	(83)	8,269	913	7,356
5210 · RSS Jr - Expense Clearing Acct	(329)		(329)	(330)		(330)
8051 · Major grant expense	0	25,000	(25,000)	270,166	275,000	(4,834)
8052 · Grant Expense - Collective/Mini	0	1,667	(1,667)	8,000,000	18,337	7,981,663
8053 · Grant Expense - RSS Jr	4,522		4,522	32,101		32,101
Total Expense Before Social Services Fund	38,922	104,802	(65,880)	8,523,857	1,132,824	7,391,033
5054 · Social Services Fund	6,000	2,083	3,917	32,000	22,913	9,087
Net Income	(20,804)	(59,219)	38,415	(6,082,998)	73,590	(6,156,588)

Desert Healthcare Foundation
Balance Sheet
As of May 31, 2018

	May 31, 18
ASSETS	
Current Assets	
Checking/Savings	
100 · CASH	
146 · Checking - Pacific Premier 6718	1,496,245
149 · Money Market - Pacific Premier	1,935
150 · Petty Cash	200
Total Checking/Savings	1,498,380
Accounts Receivable	4,522
Other Current Assets	
476-486 · INVESTMENTS	
477 · Morgan Stanley-Investments	
477.2 · Unrealized Gain/(Loss)	-26,475
477 · Morgan Stanley-Investments - Other	1,812,660
Total 477 · Morgan Stanley-Investments	1,786,185
486 · Merrill Lynch	
486.1 · Merrill Lynch Unrealized Gain	152,742
486 · Merrill Lynch - Other	603,747
Total 486 · Merrill Lynch	756,489
Total 476-486 · INVESTMENTS	2,542,674
500 · CONTRIBUTIONS -RCVB -CRTS	
515 · Contrib RCVB-Pressler CRT	66,928
530 · Contrib RCVB-Guerts CRT	119,011
Total 500 · CONTRIBUTIONS -RCVB -CRTS	185,939
601 · Prepaid Payables	628
Total Other Current Assets	2,729,241
Total Current Assets	4,232,144
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	0
TOTAL ASSETS	4,232,144

Desert Healthcare Foundation
Balance Sheet
As of May 31, 2018

		May 31, 18
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
	1000 · Accounts Payable	112,065
	1052 · Account payable-DHCD Exp Alloc	-3,801
	Total Accounts Payable	108,264
Other Current Liabilities		
	2180 · Accrued Accounts Payable	48,133
	2190 · Current - Grants payable	1,663,249
	Total Other Current Liabilities	1,711,382
	Total Current Liabilities	1,819,646
Long Term Liabilities		
	2186 · Grants payable	200,000
	2187 · East Valley Funding Liability	6,000,000
	Total Long Term Liabilities	6,200,000
	Total Liabilities	8,019,646
Equity		
	3900 · Retained Earnings	2,295,496
	Net Income	-6,082,998
	Total Equity	-3,787,502
TOTAL LIABILITIES & EQUITY		4,232,144

DESERT HEALTHCARE FOUNDATION					
BALANCE SHEET 05/31/18					
ALLOCATION OF MAJOR CATEGORIES/LIABILITIES					
		T/B	GENERAL Fund	Restricted Funds	Trusts
ASSETS					
	146 · Checking Pacific Premier 6718	1,496,245	124,794	1,371,452	
	149 · Money Market Pacific Premier Bank	1,935	1,935		
	150 · Petty Cash	200	200		
	Total 100 · CASH - UNRESTRICTED	1,498,380	126,929	1,371,452	-
Accounts Receivable					
	324- RSS Jr. Receivable	4,522	4,522		
	Total Accounts Receivable	4,522	4,522	-	-
477 · Invt-Morgan Stanley					
	477.2 · Unrealized Gain	(26,475)	(26,475)		
	477 · Invt-Morgan Stanley	1,812,660	1,320,863	491,797	
	Total 477 · Invt-Morgan Stanley	1,786,185	1,294,388	491,797	
6441	486.1 · Merrill Lynch Unrealized Gain	152,742	152,742		
	486 · Merrill Lynch	603,747	603,747	-	
	Total 486 · Merrill Lynch	756,489	756,489	-	
	515 · Contrib RCVB-Pressler CRT	66,928			66,928
	530 · Contrib RCVB-Guerts CRT	119,011			119,011
	601 - Prepaid payables	628	628		
	Total Current Assets	4,232,144	2,182,956	1,863,249	185,939
	TOTAL ASSETS	4,232,144	2,182,956	1,863,249	185,939
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
	1000 · Accounts Payable	108,977	108,977		
	1052 - Account Payable - DHCD - Alloc Expenses	(3,801)	(3,801)		
	2180 - Accrued Accounts Payable	51,222	51,222		
	2190 - Grants Payable - Current Portion	1,663,249		1,663,249	
	Total Current Liabilities	1,819,646	156,397	1,663,249	-
	2186 - Grant Payable - Long Term	200,000		200,000	
	2187 - East Valley Funding Liability	6,000,000		6,000,000	
	Total Liabilities	8,019,646	156,397	7,863,249	-
Equity					
	3900 · Retained Earnings	2,295,496	2,109,557		185,939
	Net Income	(6,082,998)	(82,998)	(6,000,000)	
	Total Equity	(3,787,502)	2,026,559	(6,000,000)	185,939
	TOTAL LIABILITIES & EQUITY	4,232,144	2,182,956	1,863,249	185,939

Desert Healthcare Foundation
Deposit Detail
May 2018

Type	Date	Name	Amount
Deposit	05/29/2018		11,777
		Tams-Witmark Music Library	(311)
		American Society of Composers	(8,940)
		Riverside County Treasurer	(2,526)
TOTAL			(11,777)
		Total Deposits	11,777

Desert Healthcare Foundation
Check Register
As of May 31, 2018

Type	Date	Num	Name	Amount
100 · CASH				
146 · Checking - Pacific Premier 6718				
Bill Pmt -Check	05/04/2018	10835	Desert Recreation District	(4,148)
Bill Pmt -Check	05/04/2018	10836	O'Bayley Communications	(3,375)
Bill Pmt -Check	05/04/2018	10837	Vanessa Smith	(36)
Bill Pmt -Check	05/13/2018	10838	Alejandro Espinoza	(37)
Bill Pmt -Check	05/13/2018	10839	CV Weekly	(1,680)
Bill Pmt -Check	05/13/2018	10840	Employment Development Department	(1,070)
Bill Pmt -Check	05/13/2018	10841	Image 360	(388)
Bill Pmt -Check	05/17/2018	10842	Kaminsky Productions	(1,500)
Bill Pmt -Check	05/17/2018	10843	Lake Research Partners	(30,300)
Bill Pmt -Check	05/17/2018	10844	TOP Shop	(613)
Bill Pmt -Check	05/18/2018	10845	Diane Ragle	(353)
Bill Pmt -Check	05/18/2018	10846	Image 360	(321)
Bill Pmt -Check	05/28/2018	10847	Burke Consulting	(2,615)
Bill Pmt -Check	05/28/2018	10848	Cardmember Services	(935)
Bill Pmt -Check	05/28/2018	10849	Desert Recreation District	(9,167)
Bill Pmt -Check	05/28/2018	10850	Desert Regional Medical Ctr Aux	(6,000)
Check	05/31/2018		Service Charge	(32)
TOTAL				(62,570)

Desert Healthcare Foundation
Details for credit card Expenditures
Credit card purchases - April 2018 - Paid May 2018

Number of credit cards held by Foundation personnel - 2

Credit Card Limit - \$5,000

Credit Card Holders:

Herb Schultz - Chief Executive Officer

Chris Christensen - Chief Financial Officer

Routine types of charges:

Office Supplies, Dues for membership, Supplies for Projects, Programs, etc.

		Statement					
Year	Month Charged	Total Charges	Expense Type	Amount	Purpose		
		\$ 935.38					
Chris' Statement:							
2018	April	\$ 852.38	Foundation				
				5106 \$ 10.00	Desert Sun subscription - marketing		
				5106 \$ 107.88	cvHIP domain		
				5110 \$ 234.50	Rental car for Riverside BoS meeting		
				5210 \$ 500.00	RSS Jr Facebook ad		
				\$ 852.38			
Herb's Statement:							
2018	April	\$ 83.00	Foundation				
				5110 \$ 83.00	Flowers for Admin Professionals Day		
				\$ 83.00			

DESERT HEALTHCARE FOUNDATION
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE
 May 31, 2018

TWELVE MONTHS ENDED JUNE 30, 2018

A/C 2190 and A/C 2186-Long term		6/30/2017	New Grants	Total Paid	5/31/2018		
Grant ID Nos.	Name	Open	Current Yr	July-June	Open		
		BALANCE	2017-2018	July-June	BALANCE		
BOD - 11/21/13	Coachella Valley Health Portal 2014 and 2015 - \$200K	\$ 42,451		\$ 42,451	\$ -	HP	
DHCD BOD 1/28/14	DHCD BOD - approved \$50K for Collective fund	\$ 27,757		\$ -	\$ 27,757	Shared Fac	Close Out?
Restricted Donation	Cal Endowment - \$130K for collective fund	\$ 10,000		\$ -	\$ 10,000	Shared Fac	Close Out?
	Mayor's Check recorded - \$100K HP	\$ 100,000		\$ 41,034	\$ 58,966	100 HP	
	Mayor's Check recorded - \$100K HP	\$ 100,000		\$ -	\$ 100,000	100 HP	
3/17/16 - Mayor's Race	Mayor's Check recorded - \$100K RSS	\$ 97,296		\$ 95,445	\$ 1,851	RSS	
BOD - 9/27/16 (#918)	Desert Highland Gateway Community Health & Wellness	\$ 39,788		\$ 27,059	\$ 12,730	DHG	Close Out
BOD - 7/25/17 (#937)	West Valley Homelessness Initiative - Matching Grant		\$ 2,000,000	\$ 618,000	\$ 1,382,000	Homelessness	
BOD - 9/26/17- RSS	RSS Funds-From Investment Funds for additional 4th year		\$ 70,000	\$ -	\$ 70,000	RSS	
TCE Grant 01/31/18	Cal Endowment - Community & Health Policy Analysts 12/1/17- 11/30/18		\$ 200,166	\$ 220	\$ 199,946	TCE	
					\$ -		
TOTAL GRANTS		\$ 417,292	\$ 2,270,166	\$ 824,209	\$ 1,863,249		
Summary: As of 05/31/18		\$ 217,292		A/C 2190	\$ 1,663,249		
Health Portal:	\$ 158,966	\$ 200,000		A/C 2186	\$ 200,000		
Swim	\$ 71,851	\$ 417,292		Total	\$ 1,863,249		
West Valley Homelessness Initiati	\$ 1,382,000	\$ -		Diff	\$ -		
Cal Endowment-Analysts	\$ 199,946						
Shared facility use:							
Cal Endow and School Dist	\$ 37,757						
DHG:	\$ 12,730						
Total	\$ 1,863,249						
Amts available/remaining for Grant/Programs - FY 2017-18:			FY17 Grant Budget				
Amount budgeted 2017-2018		\$ 300,000	\$ 300,000				
Amount granted year to date		\$ (270,166)					
Mini Grants:		\$ -					
Net adj - Grants not used:							
Balance available for Grants/Programs		\$ 29,834					

DESERT HEALTHCARE
FOUNDATION

DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
MEETING MINUTES
June 12, 2018

Directors Present	District Staff Present	Absent
Chair/Treasurer Mark Matthews Director Jennifer Wortham, DrPH	Herb K. Schultz, CEO Lisa Houston, COO Chris Christensen, CFO Mary Pannoni, Accounting/Admin. Support Andrea S. Hayles, Clerk to the Board	Arthur Shorr,C

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Chair Matthews called the meeting to order at 4:08 p.m.	
II. Approval of Agenda	Chair Matthews asked for a motion to approve the Agenda.	It was moved and seconded (Community Member Shorr, Director Wortham) to approve the agenda. Motion passed unanimously.
III. Public Comment	No public comment.	
IV. Approval of Minutes	Chair Matthews asked for a motion to approve the minutes of May 8, 2018.	It was moved and seconded (Chair Matthews, Director Wortham) to approve the agenda. Motion passed unanimously.
V. CEO Report	No CEO Report was presented.	
VI. Financial Reports	The Financial Reports were reviewed with Chris Christensen, CFO, explaining that the \$6M for the expansion grant funding accrual has been booked as a loss. Mr. Christensen pointed out that 3-4 months ago the Foundation received beneficiary monies and since that time received \$80k from the Rootness Family Estate.	It was moved and seconded (Chair Matthews, Director Wortham) to approve the May 2018 Foundation Financial Reports – items 1.-5. and forward to the Board for approval. Motion passed unanimously.

DESERT HEALTHCARE
FOUNDATION

DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
MEETING MINUTES
June 12, 2018

<p>VII. Other Matters</p>	<p>VII.1. Lisa Houston, COO, explained the CVHIP Healthify yearly Maintenance Agreement to continue the website upkeep and the marketing of CVHIP. The previous agreement for 2 years with Purple Binder will replace the current agreement with Healthify.</p> <p>VII.2. Lisa Houston, COO, detailed the specifics of the Homelessness Consultant Service Agreement with Barbara Poppe and Associates. Ms. Poppe has experience with the uniqueness of the Coachella Valley. The Community Health Analyst and Health Research Analyst will be performing the data components in collaboration with Ms. Poppe.</p>	<p>It was moved and seconded (Chair Matthews, Director Wortham) to approve the CVHIP Healthify Maintenance Agreement – 1 Year Commitment. Motion passed unanimously.</p> <p>It was moved and seconded (Chair Matthews, Director Wortham) to approve the Homelessness Consultant Service Agreement – Barbara Poppe and Associates. Motion passed unanimously.</p>
<p>VIII. Adjournment</p>	<p>Chair Matthews adjourned the meeting at 4:25 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Finance-and-Administration</p>

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

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



Date: June 26, 2018

To: Board of Directors

Subject: CVHIP Annual Service Agreement Renewal

Staff Recommendation:

Approve the renewal of the CVHIP service agreement contract with Healthify

Background:

At the November 2013 Desert Healthcare Foundation board meeting, the Board approved Motion #13-24 to accept the City of Palm Springs request for an allocation up to \$100,000/year for 3 years to establish a collective fund to develop and manage Coachella Valley Health Info Place (CVHIP).

The DHCF entered into a 3-year service agreement with Purple Binder to develop and manage CVHIP, which expired in May 2017. A subsequent 1-year service agreement was signed covering the period from May 2017 to May 2018.

Discussion:

During the last service agreement period (5/17 to 5/18), Purple Binder merged with Healthify, who brings additional resources for the continued management and updating of services and resources within CVHIP. The new service agreement will be entered with Healthify, who will keep the annual service agreement fee at \$43,000, which will include the maintenance of the website, on-going resource validation, resource additions, client services, and top-level category changes.

Fiscal Impact:

The annual service agreement fee of \$43,000 will be covered by the collective fund established in partnership with the City of Palm Springs.



151 West 26th Street, Suite 1001, New York, NY 10001

SOFTWARE-AS-A-SERVICE AGREEMENT COVER PAGE

The attached documents describe the relationship between Healthify, Inc., ("**Company**") and the customer identified below ("**Customer**") (each of Company and Customer, a "**Party**"). The documents attached to this cover page ("**Cover Page**") will consist of the document entitled "Terms and Conditions" (the "**SaaS Terms**") and any schedules attached thereto, which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the "**Effective Date**").

CUSTOMER INFORMATION:

Name/Customer: _____	Principal Contact Person: _____
Address: _____	Title: _____
_____	Phone: _____
_____	Fax: _____
_____	Email Address: _____
Billing Contact: _____	
Title: _____	
Phone: _____	
Fax: _____	
Email Address: _____	

FOR INTERNAL COMPANY USE ONLY:

Contract #: _____

Professional Services Addendum Launch Date: April 1st _____

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER: _____	HEALTHIFY, INC.
By (Signature): _____	By (Signature): _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

Healthify Inc.
SOFTWARE-AS-A-SERVICE AGREEMENT
TERMS AND CONDITIONS

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "Application Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Application Service, ("functionality") whether such functionality is provided in a scheduled release which materials are designed to facilitate use of the Application Service and which are provided by Company to Customer in accordance with the terms of this Agreement.

1.2 "Application IP" will mean the Application Service, the Application Documentation, and any and all intellectual property provided to Customer (and/or any applicable Authorized End Users) in connection with the foregoing.

1.3 "Application Service" will mean Company's technology and application software set forth and described on Schedule A.

1.4 "Authorized End User" shall mean, collectively, (i) any individual employees, agents, affiliates or contractors of Customer ("**Customer's Users**") accessing or using the Application Service, under the rights granted to Customer pursuant to this Agreement; and (ii) any client of Customer ("**Customer's Client**") accessing or using the Application Service through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

1.5 "Confidential Information" will mean all written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application Documentation will be deemed Confidential Information of Company.

1.6 "Customer Content" will mean the data, media and content provided by Customer and/or Customer's Clients through the Application Service.

1.7 "Customer's Clients" will mean those clients of Customer to which Customer grants access to use the Application Service through a Web Interface, under the rights granted to Customer herein and pursuant to an agreement between Customer and Customer's clients.

1.8 "Customer's Users" shall have the meaning set forth in Section 1.4 above.

1.9 "Web Interface" will mean the website or websites through which Customer's Clients may access the Application Service in accordance with the terms of this Agreement.

1.10 "Health Care Law" means (a) all applicable Laws of any governmental body, governmental program, or payor relating to healthcare, including without limitation, Titles XI, XVIII and XIX of the Social Security Act (42 U.S.C. § 1301 et seq., 42 U.S.C. § 1395 et seq. and 42 U.S.C. § 1396 et seq., respectively), Health Insurance Portability and Accountability Act of 1996, and its implementing regulations, as amended from time to time ("**HIPAA**"), Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), and state data use and privacy Laws (together with HIPAA and HITECH, the "**HIPAA and Privacy Laws**"); the false claims Laws; false representations Laws; insurance fraud Laws and other similar and applicable Laws relating to false and deceptive trade practices; federal anti-kickback Laws (42 U.S.C. §1320a 7 et seq.) and all other provisions of the Medicare/Medicaid fraud and abuse laws; the Stark Law (42 U.S.C. §1395nn); state anti-kickback, state physician self-referral, and facility licensing laws, and certification requirements and related Laws, professional licensing laws, applicable health care permit laws, fee-splitting laws, corporate practice of medicine laws; any and all applicable laws relating to billing or claims for reimbursement submitted to any payor, any and all applicable laws relating to insurance, third-party administrator, utilization review and risk sharing products, and any other applicable laws relating to fraudulent, abusive or unlawful practices connected in any way with the provision of healthcare items or services; laws governing the use, handling, control,

storage, transportation, and maintenance of controlled substances, pharmaceuticals or drugs; the Food, Drug and Cosmetic Act (21 C.F.R. §§ 301 et seq.), the Prescription Drug Marketing Act of 1987, the Deficit Reduction Act of 2005, the Patient Protection and Affordable Care Act of 2010, the Laws promulgated thereunder, and the issuance of any governmental body related thereto; and (b) all other applicable healthcare laws that directly or indirectly relate to subsection (a) above, which includes by way of illustration and not limitation, any position statements, declaratory statements, program memoranda, advisory opinions, bulletins, notifications, manuals, guidance, opinion letters, policies and any and all other governmental body interpretations; and (c) any and all amendments or modifications made from time to time to the items set forth in subsections (a)-(b) above.

2. ACCESS AND USE.

2.1 Provision of Access. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Application Service during the Term identified in Section 9, as applicable, solely for use by Authorized End Users in accordance with the terms and conditions herein. Such use shall be limited to use of the Application Service for the benefit of, or in relation to, the operation of Customer's business. As soon as reasonably practicable after configuration of the application Company shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Service (the "**Access Protocols**"). Company shall also provide Customer the Application Documentation to be used by Customer in accessing and using the Application Service. Customer acknowledges and agrees that, as between Customer and Company, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Application Service, and shall cause Authorized End Users to comply with such provisions.

2.2 Application Documentation License. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable right and license to use the Application Documentation during the Term for Customer's internal purposes in connection with its use of the Application Service as contemplated herein.

2.3 Usage Restrictions. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Application IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Application IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Company; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1, 2.2, and 2.3. Customer will not use any of the Application IP except in compliance with Company's obligations to any third party with respect thereto incurred prior to the Effective Date, provided that Company has notified Customer of such obligations. Customer will ensure that its use of any of the Application IP complies with all applicable laws,

statutes, regulations or rules and will not use or compile any of the Application IP for the purpose of any illegal activities.

2.4 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Company and its licensors retain all right, title and interest in and to the Application IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Company retains the right to use the foregoing for any purpose in Company's sole discretion.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Application IP if (i) Company reasonably determines that (a) there is a threat or attack on any of the Application IP; (b) Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any other customer or vendor of Company; (c) Customer or any Authorized End User is/are using the Application IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (e) Company's provision of the Application Service to Customer or any Authorized End User is prohibited by applicable law; or (ii) any vendor of Company has suspended or terminated Company's access to or use of any third party services or products required to enable Customer to access the Application IP (each such suspension, in accordance with this Section 2.5, a "**Service Suspension**"). Company will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Company's registered email address) and to provide updates regarding resumption of access to the Application IP following any Service Suspension. Company will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension pursuant to Section 2.5(i).

3. CUSTOMER OBLIGATIONS.

3.1 Authorized End User Access to Services. Subject to the terms and conditions herein, Customer may permit any Authorized End User to access and use the features and functions of the Application Service. Customer will ensure that any such Authorized End User will be bound by a contractual, enforceable agreement, which agreement, will, by its terms, provide substantially the same or greater protections for Company's Confidential Information and the Application IP as are provided by the terms hereof.

3.2 Provision of Support to Authorized End Users. Other than as required from Company under Schedule B, Customer will provide all maintenance and technical support services as may be required by its Authorized End Users, with respect to provision of access to, and use of, the Application Service, and, except with respect to Company's obligations under such Schedule B, nothing in this Agreement will be construed to grant Customer or its Authorized End Users any right whatsoever to receive maintenance or technical support services from Company.

3.3 Assistance to Company. Customer will, at its own expense, provide assistance to Company, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Company to perform its obligations hereunder, including, without limitation, any obligations with respect to support services performed pursuant to Section 3.

3.4 Data. To the extent that Customer and any Authorized End User, through or in connection with use of the Application IP, collect, use, store and disclose data from any other party, Customer and/or each Authorized End User shall accurately and adequately disclose, either through a privacy policy or otherwise, how Customer and/or each such Authorized End User collects, uses, stores and discloses data,

including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

3.5 Customer Content. Company acknowledges that Customer owns or otherwise has rights to all Customer Content that it provides or otherwise permits access to Company through the Application Service and Customer grants to Company a non-exclusive license during the Term of the Agreement to use such Customer Content solely in connection with the provision of the Application Service to Customer. Customer represents and warrants that it has sufficient rights to transmit or otherwise permit access to any such Customer Content to Company, including any data or information contained therein and that, to the extent Customer shares or otherwise permits Company or the Application Service to make use of any credentials to obtain such data or information, that such sharing of credentials shall not violate the rights of, or any contractual obligations with, any third party. Customer acknowledges that Company may, in its discretion, archive Customer Content that is two (2) or more years old such that this archived Customer Content is not readily accessible through the Application Service.

3.6 Aggregated Statistics. Notwithstanding anything else in this Agreement or otherwise, Company may monitor Customer's use of the Application Services and use data and information related to such use, and Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Application Services ("**Aggregated Statistics**"). As between Company and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company will be compiling Aggregated Statistics based on Customer Content input into the Application Services and Customer agrees that Company may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in a manner permitted by applicable law or regulation, including, without limitation for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

3.7 Feedback. If Customer sends or transmits any communications, comments, questions, suggestions, or related materials to Company, whether by letter, e-mail, telephone, or otherwise ("**Feedback**"), suggesting or recommending changes to the Application IP, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be exclusively owned by Company. Customer hereby assigns all right, title, and interest in, and Company is free to use, without any attribution or compensation to Customer, any ideas, know-how, concepts, techniques, and all applicable intellectual property rights relating to the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Customer agrees and understands that Company is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Customer has no right to compel such use, display, reproduction, or distribution.

3.8 Compliance. Customer shall not, and shall not permit any Authorized End Users or any third party to, utilize the Application Services, or any other item or service provided by Healthify under this Agreement, as a means to violate (or attempt to violate) applicable Health Care Laws. For illustrative purposes only, Customer shall at no time, directly or indirectly, use Application Services to track referral arrangements between a physician, or any other licensed health care professional, for the purposes of providing compensation based upon the volume or value of the services rendered by and between such a physician or professional and Customer.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the rights granted to Customer and the performance of Company's obligations under this Agreement, Customer shall pay to Company, without offset or deduction, certain fees, in such amounts as may be determined by reference to Schedule A (the "**Fees**"). Unless otherwise provided in a Schedule, all such fees shall be due and payable within thirty (30) calendar days after an

invoice is issued by Company with respect thereto. Company may adjust the Fees at its election after the initial term of this Agreement. Company shall provide District in writing a minimum of 90 days' notice, prior to the expiration of the term, of any adjustments to the Fees.

4.2 Customer Operating Expenses. Customer will bear all expenses incurred in performance of its obligations hereunder, including, without limitation, through use by Customer and/or any Authorized End User of the Application Service, and/or through provision of support to Authorized End Users with respect to such use of the Application Service.

4.3 Taxes. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Company's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Customer will make all required payments to Company free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Company will be Customer's sole responsibility, and Customer will, upon Company's request, provide Company with official receipts issued by the appropriate taxing authorities, or such other evidence as Company may reasonably request, to establish that such taxes have been paid.

4.4 Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5. TREATMENT OF CONFIDENTIAL INFORMATION.

5.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

5.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 9.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that Company may collect aggregated statistical data regarding Customer's use of the Application Service and provide such aggregated statistical data to third parties. In no event shall Company provide to third parties specific data regarding Customer or Customer's Authorized End Users.

5.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, (including the California Public Records Act) or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party so that other party may have made a reasonable opportunity to obtain a

protective order; or (y) to establish a Party's rights under this Agreement.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Mutual Representations. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

6.2 Service Levels. Company warrants that the Application Service will conform in all material respects to the Service Standard set forth in Schedule B when accessed and used in accordance with the Application Documentation and the Access Protocols. Notwithstanding any other provision of this Agreement (including, without limitation, Section 6.1 of this Agreement), Customer acknowledges and agrees that its sole and exclusive remedy, and Company's sole and exclusive obligation, with respect to any breach of the foregoing warranty shall be remedies specified in such Schedule B. Any changes to Schedule B shall be agreed to in writing by both Parties. Company does not make any representations or guarantees regarding uptime or availability of the Application IP unless specifically identified in Schedule B.

7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

7.1 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IP, INCLUDING THE APPLICATION SERVICE, THE APPLICATION DOCUMENTATION, AND ALL SERVICES PERFORMED BY COMPANY ARE PROVIDED "AS IS," AND COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. COMPANY, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DOES NOT WARRANT THAT THE APPLICATION IP, INCLUDING THE APPLICATION SERVICE OR ANY OTHER SERVICES PROVIDED BY COMPANY WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7.2 Exclusions of Remedies; Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL COMPANY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF COMPANY TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO COMPANY BY CUSTOMER UNDER SECTION 4.1 DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.3 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of

liability set forth in this Section 7 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

8. INDEMNIFICATION.

8.1 Indemnification of Customer. Company agrees to indemnify, defend and hold harmless Customer from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Application Service and/or the Application Documentation infringes such third party's patents or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction, provided that Customer promptly notifies Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to enable it to continue to use the Application Service or the Application Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If Company determines that none of these alternatives is reasonably available, Customer shall, upon written request from Company, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 8.1 shall not apply to the extent that the alleged infringement arises from (i) modification of any of the Application IP by Customer, (ii) combination, operation or use of any of the Application IP with other software, hardware or technology not provided by Company, (iii) use of a superseded or altered release of any of the Application IP, if such infringement would have been avoided by the use of a then-current release of the Application IP, as applicable, and if such then-current release has been made available to Customer, (iv) any Customer Content, or (v) Third Party Products (any of the foregoing circumstances under clauses (i), (ii), (iii), or (iv) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES COMPANY'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

8.2 Customer's Indemnity Obligations. Customer agrees to hold, harmless, indemnify, and, at Company's option, defend Company from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (i) Customer's or any Authorized End User's negligence or willful misconduct; (ii) Customer's or any Authorized End User's use of the Application IP in a manner not authorized or contemplated by this Agreement; or (iii) a Customer Indemnity Responsibility, provided that Customer will not settle any third-party claim against Company unless such settlement completely and forever releases Company from all liability with respect to such claim or unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) years thereafter (the "**Initial Term**"), unless earlier terminated in accordance with this Section 9, and will automatically renew for successive one (1)-year terms, unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the "**Term**").

9.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within twenty-five (25) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such twenty-five (25)-day period.

9.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written

notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

9.4 Effect of Termination. Upon any termination of this Agreement, Customer will immediately discontinue all use of the Application Service, the Application Documentation, and any Company Confidential Information and both Parties will delete any of the other Party's Confidential Information from computer storage or any other media including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of the Application Documentation and any Confidential Information then in the other Party's possession; and (iv) promptly pay to Company all amounts due and payable to the other Party hereunder. Customer shall be entitled to access and retain all Customer data.

9.5 Survival. The provisions of Sections 2.5, 3.5, 3.7, 5, 7, 8, 9.4, 9.5 and 10 will survive the termination of this Agreement.

10. MISCELLANEOUS.

10.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

10.2 Independent Contractors. In making and performing this Agreement, Customer and Company act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

10.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, to the address set forth on the Cover Page, and if to Company, as follows:

If to Company: Healthify, Inc.
151 West 26th Street, Suite 1001
New York, NY 10001
Attention: Legal

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

10.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

10.5 Assignment; Delegation. Neither Party shall not assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, Company may assign this Agreement, without consent, in connection with a merger, sale,

transfer or other disposition of all or substantially all of its stock or assets.

10.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

10.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

10.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

10.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

10.10 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA.

10.11 U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Service and the Application Documentation with only those rights set forth therein.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

10.14 Press Release. Company may issue a press release announcing Customer as a customer of the Application Service, subject to Customer's written approval. Company may list Customer as such at its corporate Website. Company may create a white paper on Customer's use case subject to Customer's written approval.

10.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

[End of SaaS Terms]

SCHEDULE A
Statement of Work

DESCRIPTION OF APPLICATION SERVICE:

The Application Service functionality will allow Authorized End Users to search for services, track referrals, and coordinate with community partners.

Product Area	Product/Service Description	Services
<input checked="" type="checkbox"/> Healthify Public Facing Site	<p>Product that allows residents to access a website of community resource information. Website is mobile-friendly and allows website users to search for services by multiple criteria. Website will be powered by the Healthify database by the end of Q4. Until that time, current sites DHF is using will be maintained. Website will cover a geographic scope of the district's service area and will include resources in the following domains</p> <ul style="list-style-type: none"> • Social Supports • Health • Family and Youth • Education • Behavioral Health • Goods • Housing • Financial Support • Work • Legal • Food • Emergency • Transportation <p>Resource information will include contact information, service program, eligibility information, hours of operation, intake requirements, and additional information related initiating a referral.</p>	<ul style="list-style-type: none"> - Resource validation - Site Setup - Client Services

Details on Included Services

Resource Validation and Site Setup
<p>Ongoing Resource Validation</p> <p>Healthify will validate resource data in database and maintain over 80% resource freshness every 6 months.</p>
<p>Resource Additions</p> <p>DHF team can share additional services in HTY provided template excel file with under 30 day turnaround time for services to be included in database.</p>
<p>Top Level Category Changes</p> <p>DHF team can request changes to top level structure (binders/topic areas) in public facing site with turnaround time of under 60 days. Healthify cannot accommodate changes to taxonomy structure that defines each category. .</p>
Client Services

Account Support

Healthify will provide designated account manager to support with a monthly call and a quarterly executive business review to identify success/challenges, discuss future opportunities in the social determinant space, and support DHF with any ongoing research on the public facing site.

APPLICATION SERVICE FEES:

Product and/or Service*	Number of Sites	Annual Price per Site	Total Annual Cost
Healthify Public Site	1	\$43,000	\$43,000
Client Services	N/A	Included	Included
Resource Validation and Site Setup	N/A	Included	Included

*Any services not covered in this SOW will be billed at a rate of \$200/hr

Term and Total Application Service Fees

The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year thereafter. Total application service fees for the one-year term is \$43,000.

Timing of Payment

The Annual User Fee will be due upfront on the Launch Date. All payments are payable in US Dollars. In accordance with Section 4.1, all invoices shall be due and payable within thirty (30) days of issuance by Company.

DESERT HEALTHCARE
FOUNDATION

Date: June 26, 2018
To: Board of Directors
Subject: Homelessness Consultant Contract

Staff recommendation:

Approval of the proposed contract and scope of work from Barbara Poppe and Associates to be allocated from the Homelessness Initiative Collective Fund. (Barbara will be the lead – Bio is attached)

Background:

At the July 25, 2017 Board of Directors meeting, the directors approved a draft scope of work (NTE \$50,000) for a homeless consultant in which to guide the District/Foundation in implementing the community focus area of homelessness of the comprehensive strategic plan. Guided by Vice President Carole Rogers, who is the Board's representative to the CVAG Homelessness committee, staff has identified Barbara Poppe and Associates for consulting assistance and a draft proposal is included for your review and recommended approval.

Similar to the road map and milestones that will be delivered by consultant Kaufman Hall for Priority #1 of the strategic plan (New Providers, Facilities, Programs and Services), this strategic action plan developed by Barbara Poppe will give an overview of the Coachella Valley homelessness environment including homeless data; inventory of programs; correlated indicators; and identification of the greatest gaps of which to create opportunities for the most impact. The strategic action plan will also include identification of potential resources to fund strategies both mid and long term. The strategic action plan will encompass the entire region of the Coachella Valley to ensure all geographical uniqueness is taken into consideration and prevents strategies being proposed in isolation.

The work undertaken by the consultant will be utilized by the DHCD/F staff and a small group of CVAG Homeless committee representatives to guide and support all regional efforts in developing mid and long-term initiatives for reducing Homelessness in the Coachella Valley.

Fiscal Impact:

Contract not to exceed \$50K – Allocated from the Homelessness Initiative Collective Fund To support this contract and to ensure we stay within approved budget, both new analysts' positions will work on all data collection and local research.

Finance and Administration Committee – Foundation – June 12, 2018: Reviewed and recommended to bring forward to the Board of Directors- Foundation, for full approval.

Barbara Poppe and associates



Barbara Poppe
Founder and principal

Barbara Poppe is the founder of Barbara Poppe and associates, LLC, and the former executive director of the United States Interagency Council on Homelessness, and a nationally recognized expert on homelessness and results-driven public-private partnerships. Ms. Poppe serves on the Enterprise Community Partners Board of Trustees and the National Advisory Committee for the Siemer Institute for Family Stability.

Barbara Poppe and associates, established in 2014, is an independent consulting firm that develops the capacity of communities and organizations to tackle complex issues using a collaborative systems approach to achieves results and impact.

Ms. Poppe served as the Executive Director of the United States Interagency Council on Homelessness from November 2009 to March 2014. During her tenure, Poppe oversaw the Federal response to homelessness by working with 19 Federal agencies to create partnerships at every level of government and with the private sector to reduce and end homelessness. In June 2010, Barbara Poppe and four Cabinet Secretaries announced Opening Doors, the nation's first-ever comprehensive Federal plan to prevent and end homelessness.

Ms. Poppe served as the executive director of the nationally recognized Community Shelter Board (Columbus, Ohio) from October 1995 to November 2009. She holds a Masters of Science degree in Epidemiology from the University of Cincinnati.

Over the course of her career, Ms. Poppe has served on numerous boards and committees, such as the National Alliance to End Homelessness, Columbus Mayor Michael Coleman's Economic Advisory Committee, and advisory boards for the Child Welfare League of America and the Corporation for Supportive Housing.

PROJECT PROPOSAL

Strategic actions to reduce homelessness in the Desert Healthcare District

Prepared for: Desert Healthcare District/Foundation

Prepared by: Barbara Poppe

Barbara Poppe and Associates
340 Clinton Heights Avenue
Columbus, Ohio 43202
614.353.6321
www.poppeassociates.com

May 22, 2018

Approach

The negative impacts of homelessness and housing instability have been well documented. Stable housing improves child, youth, and adult outcomes for health, education, and economic well-being. Communities which strive to ensure that all households are safely and stably housed will also achieve the ambitious goal of ending and preventing homelessness. To attain the vision, communities must implement and invest in best practices, tailor solutions to their community's specific assets and needs, and mobilize the broader community to stem the flow of families and individuals into homelessness and avoid entry into the homelessness response system. Policy that supports and encourages public-private strategies and investments is a critical ingredient for success.

Working with the Desert Healthcare District/Foundation, Barbara Poppe and Associates (BPA) proposes to provide strategic guidance to identify potential strategies that can be implemented over the mid- and long-term to reduce homelessness.

This project seeks to answer these key questions:

- How well is the local homelessness response system and network of programs working to reduce homelessness? What are current assets, gaps, and barriers to progress?
- What are other communities doing to reduce homelessness that might be applied locally?
- How can the Desert Healthcare District and its key partners be better engaged and organized to reduce inflow into homelessness and increase exits from homelessness?

The scope of work includes:

- 1) Conduct a high-level review of a) the local homelessness response system, b) progress, challenges and barriers.

Barbara Poppe and Associates

The collective for impact

- 2) Facilitate dialogues among key community leaders to discuss opportunities and strategies to accelerate progress to reduce homelessness.
- 3) Prepare a summary report with recommendations on strategies to advance and accelerate progress on reducing homelessness.

Activities and Sequencing

Barbara Poppe and Associates (BPA) will undertake all work in consultation with the professional leadership of the Desert Healthcare District/Foundation (Client). The work will commence, upon execution of the contract and conclude during November 2018. The **process** will include (*indicates decision point):

- Participate in periodic calls with the Client Group (to be determined by Desert Healthcare District/Foundation) across the term of the project to share project updates as well as plan for and make decisions relative to upcoming tasks and activities. (June - November)
- Review local evaluations, reports, and other background about activities within the focus areas. (June-August)
- Review analysis of local HMIS, PIT, AHAR, APRs, and other data and program/system descriptions to develop overview of current homelessness response system performance. Suggest form and content for analysis and content for inclusion in presentations and the final report. (June - August)
- Interview 5-8 community leaders to understand perceived strengths, weaknesses and opportunities to reduce homelessness. Leaders should represent the sectors: homelessness, affordable housing, health care systems, public health, human services, and law enforcement/justice. (August - September)
 - * The Client Group will determine and facilitate introductions to community leaders.
- Present initial findings and observations in PowerPoint format to Client Group for questions, discussion of interest and applicability. (September)
 - * The Client Group will comment on content in preparation for the onsite consultation.
- Conduct onsite consultation **September 10-12, 2018** (up to 3 days onsite). Present initial findings and observations. Facilitate meetings with key leaders to explore how the current homelessness response system can be enhanced and identify opportunities for new approaches including investment, partnerships, and collaboration.
 - * The Client will determine schedule for the onsite consultation and manage all meeting logistics.
- Enhance ideas generated during the onsite consultation through best practices research, including conduct of interviews with other communities. (September-October)
- Prepare draft recommendations. (October)
 - * The Client Group will review and comment on the draft recommendations.

Barbara Poppe and Associates

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- Conduct onsite consultation **November 7-8, 2018** (up to 2 days onsite). Facilitate meetings to finalize strategic action plan.
 - * The Client will determine schedule for the onsite consultation and manage all meeting logistics.
- Prepare and deliver final summary report to the Client Group by **November 30**.
 - * The written report will summarize key findings and recommendations in a summary written format.

Client requirements

For this project to be successful, Client will need to be fully engaged and active partners with BPA. Beyond your willing partnership, Client will need to:

- Task one person to be the staff lead and primary point of contact for BPA.
- Establish Client Group participants for bi-weekly check in calls and define membership, role, and decision-making authority.
- Provide requested background reports, analysis, and documents in timely manner. Prepare analysis, summaries, and prepare supporting materials, as mutually agreed upon, during the planning process that will be used for the onsite visit and final report.
- Identify, coordinate and ensure active participation by key staff and community stakeholders.
- Organize, host, and participate in conference calls, online meetings and in person meetings. Prepare meeting records, as needed.
- Organize and coordinate logistics with community leaders for on-site visits and interviews. Prepare meeting records, as needed.
- Promptly review and comment on the draft recommendations and presentations.
- Prepare the final report for publication and grant BPA final approval of report before publication.

BUDGET

Barbara Poppe and Associates will provide a monthly invoice for all work performed on or about the first of the month up to the total amount of the contract. Barbara Poppe bills at two hundred twenty-five dollars (\$225) per hour or eighteen hundred (\$1800) per day for on-site meetings. Any charges more than this fee will be billed in addition only upon your prior written approval of the work to be completed. Payment is due upon receipt of the invoice.

Out-of-pocket expenses incurred on your behalf, including travel (roundtrip airfare from Columbus plus lodging/meals/rental car), overnight deliveries, and project supplies will be submitted monthly as accrued, at cost, and payment is due upon receipt of the invoice.

Description	# Hours	Rate	Cost
Barbara Poppe	219	\$225	\$49,275

Barbara Poppe and Associates

The collective for impact

Organizational Experience

Ms. Poppe established Barbara Poppe & Associates in 2014 to work with communities and organizations to tackle complex issues by developing a collaborative, cross-sector approach that leads to a common agenda, shared measurement strategies, continuous communications processes, and a set of mutually reinforcing activities. By helping organizations develop the capacity and adaptive leadership skills to be an effective backbone structure, these organizations can undertake a systems approach that achieves results and community impact. Areas of focus include: homelessness, affordable housing, public health, and anti-poverty strategies.

Barbara Poppe served as the Executive Director of the [U.S. Interagency Council on Homelessness](#) from November 2009 to March 2014. During her tenure, Poppe oversaw the Federal response to homelessness by working with 19 Federal agencies to create partnerships at every level of government and with the private sector to reduce and end homelessness. In June 2010, Barbara Poppe and four Cabinet Secretaries announced [Opening Doors](#), the nation's first-ever comprehensive Federal plan to prevent and end homelessness. Poppe has more than 30 years of experience working on homelessness with housing-related nonprofit organizations. She served as the executive director of the Columbus, Ohio-based [Community Shelter Board](#) (CSB) from October 1995 to November 2009 and as the executive director of Friends of the Homeless, Inc. from June 1990 to October 1995. Barbara Poppe holds a Master of Science degree in Epidemiology from the University of Cincinnati.

Ms. Poppe is a frequent national, state, and local speaker on homelessness and serves on the national boards of the [Enterprise Community Partners](#) and the [Siemer Institute for Family Stability](#). As a volunteer, she has been working with [CelebrateOne](#) in Columbus, Ohio, to develop a housing stabilization model that would reduce infant mortality.

Barbara Poppe has worked across the country in many communities, urban, suburban and rural. Selected clients of Barbara Poppe and Associates include:

- Affordable Housing Alliance of Central Ohio, (facilitation of new advocacy coalition on affordable housing);
- Butler Family Fund (national summit on integrating employment and housing to prevent and end homelessness);
- City of Seattle (strategic guidance and report with recommendations for investment and policies to make homelessness rare, brief, and one time),
- Central Florida Commission on Homelessness (statewide policy report and recommendations for strategic plan to end family homelessness);
- Chapin Hall - Voices of Youth Count (community outreach and facilitation of peer learning collaborative);
- Corporation for Supportive Housing - Ohio (employment strategies in permanent supportive housing; statewide plan to end homelessness in Ohio);
- District of Columbia (facilitation of community process to recommend new policy for TANF hardship extensions),
- Downtown Women's Center (facilitation of new coalition at intersection of domestic violence and homelessness);

Barbara Poppe and Associates

The collective for impact

- Fresno Housing Authority/Fresno-Madera Continuum of Care, CA (updating strategies to end homelessness)
- HealthSpark Foundation/Your Way Home Montgomery County, PA (national research on eviction and homelessness prevention);
- Orange County, FL, board of commissioners (strategic guidance on investments to address homelessness);
- Starbucks (strategic guidance on investments to address homelessness in Seattle/King County);
- TAC - Technical Assistance Collaborative (HUD TA contract for employment and housing strategies for people experiencing homelessness);
- YWCA Columbus (strategic guidance and technical assistance to improve emergency shelter for families, including an updated concept for homelessness prevention and diversion).
- Additionally, BPA has facilitated a Collective Impact Leadership learning collaborative on homelessness with statewide leaders from Connecticut and Minnesota and local leaders from Montgomery County, OH, Jacksonville, FL, Nashville, TN, Orlando, FL, Seattle/King County, WA, and Suburban Cook County, IL.

For a list of current and recent clients of Barbara Poppe and Associates, go [here](#).

Recent examples of research and policy reports

- [Unlocking Doors To Homelessness Prevention](#)
- [The Path Forward: Recommendations for the City of Seattle's Homeless Investment Policy](#)
- [Rethink Homelessness Central Florida: Family Homelessness](#)
- [Homelessness in Ohio: Bridging the Gap between Resources and Results, Phase 1](#)

References:

1. Jason Johnson, City of Seattle, Human Services Division. Jason.Johnson@seattle.gov
2. Emma Hertz, Your Way Home Montgomery County (PA). EHertz@montcopa.org
3. Laura Zeilinger, District of Columbia. laura.zeilinger@dc.gov



Date: June 26, 2018
To: Board of Directors
Subject: FY 18-19 Annual Budget

Staff Recommendation:

- Discussion and consideration to approve the FY18-19 Annual Budget for the Desert Healthcare District/Foundation.

Discussion

- At the May 8, 2018 Finance & Administration Committee meeting, the budget was reviewed by the Committee and recommended to forward to the Board of Directors for consideration of approval.
- At the May 22, 2018 Board of Directors meeting, the FY 18-19 Budget was tabled. The Board directed Staff to bring back detail for the Marketing and Communications budget (Line #5106).
- At the June 12, 2018 Finance & Administration Committee meeting, the Committee reviewed the Marketing budget detail and recommended forwarding to the Board for approval.
- At the June 26, 2018 Board of Directors meeting, the Board will review and consider approval of the Marketing Budget Detail.
- Staff recommends approval and adoption of the FY 18-19 Annual Budget.

DESERT HEALTHCARE FOUNDATION									
FY 2018 - 2019 BUDGET									
INDEX									
DRAFT									
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1	INDEX								
2	SUMMARY								
3	CASHFLOW								
4	STATEMENT OF INCOME AND EXPENSE								
5	GRANTS DETAIL SCHEDULE								
6	BUDGET DETAIL								

DESERT HEALTHCARE FOUNDATION						
SUMMARY - BUDGET - FY 2018-2019						
DRAFT						
			Net Income			
	Income	Expense	(Loss)			
Foundation Operations	\$ 637,000	\$ 836,355	\$ (199,355)			
Social Services Fund	\$ -	\$ 25,000	\$ (25,000)			
Total	\$ 637,000	\$ 861,355	\$ (224,355)			

DESERT HEALTHCARE FOUNDATION													
CASH FLOW PROJECTION													
FY2018-2019													
DRAFT													
Available Cash July 1, 2018	\$ 5,910,000												
	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Beginning Cash Balance:	\$ 5,910,000	\$ 6,146,637	\$ 6,133,274	\$ 5,517,161	\$ 5,503,798	\$ 5,490,435	\$ 4,838,922	\$ 4,830,559	\$ 4,817,196	\$ 4,386,083	\$ 4,372,720	\$ 4,359,357	\$ 5,910,000
Cash Receipts:													
Grants, Interest & F. Lowe	262,583	12,583	12,583	12,583	12,583	12,583	12,583	12,583	12,583	12,583	12,583	12,583	401,000
Gifts & Contributions	-	-	-	-	-	-	5,000	-	100,000	-	-	100,000	205,000
Total Receipts	262,583	12,583	12,583	12,583	12,583	12,583	17,583	12,583	112,583	12,583	12,583	112,583	606,000
Cash Disbursements:													
Operations	6,195	6,195	8,945	6,195	6,195	8,945	6,195	6,195	8,945	6,195	6,195	8,945	85,334
Reimbursement to District - Exp allocation	17,668	17,668	17,668	17,668	17,668	17,668	17,668	17,668	17,668	17,668	17,668	17,668	212,020
Grants - Various			600,000			635,401			515,000				2,255,401
Social Services Fund	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000
Total Cash Disbursements	25,946	25,946	628,696	25,946	25,946	664,097	25,946	25,946	543,696	25,946	25,946	533,696	2,577,756
Cash Balance	\$ 6,146,637	\$ 6,133,274	\$ 5,517,161	\$ 5,503,798	\$ 5,490,435	\$ 4,838,922	\$ 4,830,559	\$ 4,817,196	\$ 4,386,083	\$ 4,372,720	\$ 4,359,357	\$ 3,938,244	\$ 3,938,244

DESERT HEALTHCARE DISTRICT
EMPLOYEE EXPENSES - BUDGET 2018-2019
HEALTH AND OTHER HEALTH RELATED INCLUDING INSURANCE EXPENSES
7/1/2018 - 6/30/2019

DRAFT										
Employee Name	Job Title	FT PT	Date of Hire	Annual Wage		QTR 1	QTR 2	QTR 3	QTR 4	Total Wages
# of Payrolls						6	7	6	7	26
TBD	Health Policy Analyst	FT	05/01/18	\$ 60,000		\$ 13,846	\$ 16,154	\$ -	\$ -	\$ 30,000
TBD	Community Health Analyst	FT	05/01/18	\$ 60,000		\$ 13,846	\$ 16,154	\$ -	\$ -	\$ 30,000
	Stipend/hour			\$ 4.04		\$ 4,202	\$ 4,202	\$ -	\$ -	\$ 8,403
Total						\$ 31,894	\$ 36,509	\$ -	\$ -	\$ 68,403

DESERT HEALTHCARE FOUNDATION										
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE										
As of 6/30/2018										
TWELVE MONTHS ENDED JUNE 30, 2019					FYE 6/30/19				TOTAL YR	
DRAFT		6/30/2018							Disb	Balance
A/C 2190 and A/C 2186		Open	Grants FYE	Total	QTR 1	QTR 2	QTR 3	QTR 4	FYE 6/30/19	at 6/30/19
Grant ID No	Name	BALANCE	6/30/2018	Grants						
	Coachella Valley Health Portal 2014 and 2015 - \$200K	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	DHCD BOD - approved \$50K for Collective fund	\$ 27,757	\$ (27,757)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Cal Endowment - \$130K for collective fund	\$ 10,000	\$ (10,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Mayor's Check recorded - \$100K HP	\$ 45,235		\$ 45,235	\$ 30,000	\$ 15,235	\$ -	\$ -	\$ 45,235	\$ -
	Mayor's Check recorded - \$100K HP	\$ 100,000		\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -
	Mayor's Check recorded - \$100K RSS	\$ 0		\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
	Desert Highland Gateway Community Health & Wellness	\$ 13,800	\$ (13,800)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	West Valley Homelessness Initiative - Matching Grant	\$ 1,335,000		\$ 1,335,000	\$ 375,000	\$ 375,000	\$ 300,000	\$ 285,000	\$ 1,335,000	\$ -
	RSS Funds-From Investment Funds for additional 4th yea	\$ 50,000		\$ 50,000	\$ 40,000	\$ 10,000	\$ -	\$ -	\$ 50,000	\$ -
	Cal Endowment - Community & Health Policy Analysts 12	\$ 155,166		\$ 155,166	\$ 90,000	\$ 65,166	\$ -	\$ -	\$ 155,166	\$ -
	AB617 - Air Quality Grant	\$ -	\$ 250,000	\$ 250,000	\$ 60,000	\$ 65,000	\$ 60,000	\$ 65,000	\$ 250,000	\$ -
	Estimated New Grants - District Expansion		\$ 300,000	\$ 300,000	\$ -	\$ -	\$ 150,000	\$ 150,000	\$ 300,000	\$ -
New Grant	Mini Grants program		\$ 20,000	\$ 20,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 20,000	\$ -
TOTAL GRANTS		\$ 1,736,957	\$ 518,444	\$ 2,255,401	\$ 600,000	\$ 635,401	\$ 515,000	\$ 505,000	\$ 2,255,401	\$ 0

Desert Healthcare Foundation			
Budget Detail			
FY 18-19			
DRAFT			
4000 - Gifts & Contributions			
	100,000	<i>Estimated External Partners(i.e. Foundations)</i>	
	100,000	<i>Estimated Corporate & Vendor Contributions</i>	
	5,000	St Paul Foundation	
	205,000		
4003 - Grant Income			
	250,000	AB617 Grant (\$500k over 2 years)	
	250,000		
4003 - Avery Trust \$\$ from DHCD			
5101 - DHCD Exp Alloc - Wages & Benefits - Staff			
	212,020	From DHCD Dir & Empl Exp	
5106 - Communications/Marketing/Transformation/Rebranding			
	50,000	Detail - CVHIP	
		12,960	Radio
		24,250	Digital
		1,700	Print
		38,910	
	50,000		
8051 - Grant Expense - Outside Sources			
	219,000	AB617 Grant (\$500k over 2 years)	
	219,000		
8052 - Grant Expense - Including Mini Grants			
	300,000	Expansion Commitment	
	20,000	Mini Grants	
	320,000		