



**DESERT HEALTHCARE DISTRICT
SPECIAL BOARD MEETING
Board of Directors
April 28, 2020
4:00 P.M.**

In accordance with the current State of Emergency and the Governor's Executive Orders N- 25-20, of March 12, 2020, and March 18, 2020, video conferencing will be used by the Board members and appropriate staff members during this meeting. In lieu of attending the meeting in person, members of the public will be able to participate by webinar using the following link:

<https://zoom.us/j/92620600246>

Members of the public will need to download the Zoom app on their PC or Mobile devices. Members of the public will also be able to participate by telephone using the following dial in information: Dial in (669) 900-6833 passcode: 926 2060 0246

<i>Page(s)</i>	AGENDA <i>Any item on the agenda may result in Board Action</i>	<i>Item Type</i>
	A. CALL TO ORDER – President De Lara Roll Call ____Director Shorr____Director Zendle, MD____Director PerezGil____ Director Rogers, RN____ Director Matthews____ Vice-President/Secretary Borja____President De Lara	
	B. PLEDGE OF ALLEGIANCE	
1-2	C. APPROVAL OF AGENDA	Action
	D. PUBLIC COMMENT At this time, comments from the audience may be made on items <i>not</i> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.	
	E. CONSENT AGENDA All Consent Agenda item(s) listed below are considered 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



	1. BOARD MINUTES	
3-11	a. Board of Directors Meeting – March 24, 2020	
12-16	b. Special Meeting of the Board of Directors – April 3, 2020	
17-20	c. Special Meeting of the Board of Directors – April 13, 2020	
	F. DESERT HEALTHCARE DISTRICT CEO REPORT	
	– Conrado E. Bárzaga, MD	
21	1. Local Area Formation Commission (LAFCO) Ballot for a Special District Member, Vice-President Borja, and an Alternate Special District Member, Director Shorr to serve on the LAFCO Commission – Due Date May 5	Information
22-33	2. Community Health Needs Assessment, Jenna LeComte-Hinely, PhD, Chief Executive Officer, Health Assessment and Research Communities	Information
34-54	3. Regional Access Project Foundation (RAP) Office Lease – 1,028 Sq. Ft. – 12 Month – \$2,000 Per Month	Action
	G. DESERT REGIONAL MEDICAL CENTER CEO REPORT	Information
	– Michele Finney, CEO	
	H. COVID-19 UPDATES	
55	1. FQHCs Core Operating Support Grants (Borrego Health, Desert AIDS Project, and Clinicas De Salud)	Information
	2. FQHCs Expansion of COVID-19 Testing	Information
56-57	3. FIND Food Bank Ending Hunger Today, Tomorrow, and for a Lifetime – Latest Activities	Information
58-60	4. Riverside University Health System (RUHS) Drive-Thru Testing	Information
	5. Regional Economic Protection Plan, Heather Vaikona, President and CEO, Lift to Rise	Information
61-62	6. Regional Access Project Foundation (RAP) COVID-19 Collaborative Fund	Information
	7. Procurement of Personal Protective Equipment (PPE) for the Coachella Valley – \$30,000	Information
63	8. DHCD COVID-19 Website Resource Center	Information
	9. Community Donations of Medical Supplies	Information
64-65	I. LEGAL COMMENTS & REPORT	
	J. IMMEDIATE ISSUES AND COMMENTS	
	K. ADJOURNMENT	

If you have any disability which would require accommodation to enable you to participate in this meeting, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer, at ahayles@dhcd.org or call (760) 323-6110 at least 24 hours prior to the meeting.



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

Directors Present - Telephonically	District Staff Present - Telephonically	Absent
President Leticia De Lara Vice-President/Secretary Karen Borja Treasurer Mark Matthews Director Carole Rogers, RN Director Evett PerezGil Director Les Zendle, MD Director Arthur Shorr	Conrado E. Bárzaga, MD, CEO Chris Christensen, CAO Donna Craig, Senior Program Officer Will Dean, Marketing and Communications Director Alejandro Espinoza, Program Officer and Outreach Director Eric Taylor, Accounting Manager Meghan Kane, Programs and Research Analyst Vanessa Smith, Special Projects and Program Manager Andrea S. Hayles, Clerk of the Board <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order	President De Lara called the meeting to order at 5:30 p.m.	
Roll Call	The Clerk of the Board called the roll with all directors' present.	
B. Pledge of Allegiance	President De Lara asked Director Zendle to lead the Pledge of Allegiance.	
C. Approval of Agenda	President De Lara asked for a motion to approve the agenda.	#20-55 MOTION WAS MADE by Director Matthews and seconded by Director Shorr to approve the agenda. Motion passed unanimously. AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 0
D. Public Comment	Public comments were made by the following:	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

	<p>Debbie Espinoza, President & CEO, FIND Food Bank Leslie Martinez, Policy Advocate, Leadership Counsel for Justice and Accountability Linda Evans, Chief Strategy Officer, Desert Care Network</p>	
<p>E. Consent Agenda 1. Board Minutes a. Board of Directors Meeting – February 25, 2020 2. FINANCIALS a. Approval of the February 2020 Financial Statements – F&A Approved March 10, 2020 3. LAS PALMAS MEDICAL PLAZA a. Landscape Plans, Estimated Costs, and Phasing Plan - estimated at \$312,854 over 2 years 4. BYLAWS a. Revised to include Board & Staff Communications and Policies Committee as a Standing Committee – Board and Staff Communications and Policies Committee Approved February 27, 2020 5. POLICIES a. Policy #OP-5 Grant Policy b. Policy #OP-14 Expense Authorization c. Policy #OP-15 – Engagement of the</p>	<p>President De Lara described the consent agenda items for approval.</p>	<p>#20-56 MOTION WAS MADE by Vice-President Borja and seconded by Director Shorr to approve the consent agenda. Motion passed unanimously. AYES –6 President De Lara, Vice-President Borja, Director Matthews, Director PerezGil, Director Zendle, and Director Shorr NOES – 1 Director Rogers ABSENT – 0</p>



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

<p>Community, Public, and Subject Matter Experts</p> <ul style="list-style-type: none"> d. Policy #BOD-8 Board Meetings e. Policy #BOD-15 Conflict of Interest f. Policy #BOD-17 CEO Compensation and Performance Evaluation 		
<p>F. Desert Healthcare District CEO Report</p> <ul style="list-style-type: none"> 1. Local Area Formation Commission (LAFCO) Nominations for a Special District Member and an Alternate Special District Member of the LAFCO Commission 2. Community Health Needs Assessment Update 3. Coronavirus Disease (COVID-19) <ul style="list-style-type: none"> a. Consideration to Approve an Allocation of Emergency Resources to the Safety Net Community 	<p>Conrado Bárzaga, MD, CEO, explained that the Local Area Formation Commission (LAFCO) nomination for a special district member and an alternate special district member. Vice-President Borja has an interest in the nomination, and Director Shorr requested an alternate member.</p> <p>Dr. Bárzaga, CEO, explained the Feasibility Report that the Board requested for the Community Health Needs Assessment, which is available for review in the packet.</p> <p>Dr. Bárzaga, CEO, provided an overview of staff's work on COVID-19, the challenges, such as the lack of testing, and the shortage of healthcare infrastructure.</p> <p>President De Lara explained that since the Regional Access Project (RAP) Foundation is mentioned in the matter, she will recuse herself from any discussions, asked that</p>	<p>#20-57 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to approve Vice-President Borja as a nominee and Director Shorr as an alternate to serve on the LAFCO Commission. Motion passed unanimously. AYES –6 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 0</p>



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

<p>Match Regional Access Project Foundation's (RAP) allocation with \$100,000 from the District to support the regional economic protection plan managed and implemented by Lift to Rise</p>	<p>Vice-President Borja conduct this portion of the meeting, and suggested that the District divide the matters into three areas.</p> <p>Dr. Bárzaga explained that his recommendations for a \$2M allocation of funding for three areas – \$100k to support the regional economic protection plan and a support fund managed and implemented by Lift to Rise, \$100k to support human service providers, and \$50k to support the healthcare safety net infrastructure.</p> <p>Public Comments were made by the following: Greg Rodriguez, Government Relations and Public Policy Advisor, Supervisor Perez Office Natalie Garcia, Policy Coordinator, Water Programs, Leadership Counsel for Justice and Accountability</p> <p>Director Zendle motioned and Director Matthews seconded to approve the \$100k allocation to the economic protection plan.</p>	<p>#20-58 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to approve the \$100,000 allocation of the regional economic protection plan and support fund managed and implemented by Lift to Rise. Motion passed unanimously. AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0</p>
---	---	---



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

<p>\$100,000 to support human service providers</p>	<p>Dr. Barzaga described the second portion of his request for \$100,000 to support human service providers with the District managing the funds distribution to the organizations.</p> <p>Director Rogers explained the unallocated funds in the budget of \$220,000 to cover the costs. Director Rogers moved to use \$220,000 of unallocated funds from the budget and leverage the funds with other community organizations.</p> <p>Director Shorr explained that the \$100k will not be enough, he recommends supporting the \$100k and authorize the CEO with discretion to come back in real-time with future recommendations.</p> <p>Director Rogers amended her motion to include comments from Director Shorr to authorize powers to the CEO to act decisively to move forward for future allocations upon advice from the Board. Director Mathews suggested amending the motion to match the information in item 2 – allocate \$100k to match the Regional Access Project Foundation’s (RAP), totaling \$200,000 and bring back to the Board for emergencies.</p> <p>Director Rogers amended her motion to incorporate item 2 of District funds to leverage with other community organization, and allocate \$100k to match the Regional Access Project Foundation</p>	<p>#20-59 MOTION WAS MADE by Director Rogers and seconded by Director Mathews to approve item 2 as outlined in the staff report – to allocate \$100k to match the Regional Access Project Foundation</p>
--	---	---



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

<p>\$50,000 to support the healthcare safety net infrastructure</p>	<p>(RAP) from the District funds for a total of \$200,000, and authorize powers to the CEO to act decisively and move forward with future allocations upon advice from the Board for emergencies to increase the amount, and which includes Director Shorr’s recommendation.</p> <p>Dr. Barzaga explained the third allocation for \$950k to match the Regional Access Project Foundation (RAP) totaling \$1M to support the healthcare safety net infrastructure, and health information to combat misinformation.</p> <p>After discussion and a request to table the matter by Director Matthews until the District determines the federal government’s role in funding, Vice-President Borja motioned to support part b – \$1M allocation grants for core operation support to the healthcare safety net – FQHCs currently addressing COVID-19 outbreak (Borrego, CDSDP, and DAP) for up to \$550,000 and part d – up to \$50,000 for health education and accurate health information dissemination, and \$600k for contract approval the CEO must obtain Board approval when the funds are allocated with a</p>	<p>(RAP) from the District funds for a total of \$200,000, and authorize powers to the CEO to act decisively and move forward with future allocations upon advice from the Board for emergencies to increase the amount to support human services.</p> <p>Motion passed unanimously.</p> <p>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</p> <p>NOES –</p> <p>#20-59 MOTION WAS MADE by Vice-President Borja and seconded by Director PerezGil to support part b – \$1M allocation, grants for core operation support to the healthcare safety net FQHCs currently addressing COVID-19 outbreak (Borrego, CDSDP, and DAP) for up to \$550,000, part d – up to \$50,000 for health education and accurate health information dissemination, and \$600k for contract approval the CEO must obtain Board approval when the funds are allocated with a 24 hour special or emergency meeting.</p> <p>Motion passed unanimously.</p>
--	--	--



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

	<p>24 hour special or emergency meeting.</p> <p>Public Comments were made by the following:</p> <p>Greg Rodriguez, Government Claudia Galven, Chief Government & Community Affairs Officer, Clinicas De Salud Gary Rotto, Vice-President of Policy, Borrego Health Linda Sobrano, RN, Desert Regional Medical Center Sarah Bryant, Executive Director, Desert Cancer Foundation Jim, Public Health Nurse Lonnie, RN, Emergency Room, Desert Regional Medical Center</p>	<p>AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr</p> <p>NOES – 0</p>
<p>G. Desert Regional Medical Center CEO Report</p>	<p>Michele Finney, CEO, Desert Care Network, Desert Regional Medical Center (DRMC), explained the preparations at DRMC to manage the pandemic when the surge occurs in the next few weeks. DRMC is attempting to plan for the maximum capability and they are involved in daily calls concerning updates. The governing authority of DRMC is the Center for Disease and Control (CDC) and Riverside University Health System (RUHS). Deployment of the federal medical station is evolving and changing. Mrs. Finney thanked everyone assisting with the testing. COVID-19 testing will begin in-house at DRMC by March 31 with quality control checks to bring in-house for timely intervention. 144 tests were administered in a 24-hour period. DRMC adopted a limited egress restrictive to a no visitor policy. An online screening and management</p>	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

	<p>have been implemented to try and drive people to alternate providers for nonacute level matters. Some services are restricted or on a reduced schedule to redeploy areas with high acuity inpatient care. The surging plan includes vast increase in room capability, ventilators, and monitors. 16 surge tents were provided by the county for emergency supplies, and over 200 army cots.</p> <p>There are many items on allocation such as the PPE that is difficult to secure. DRMC is following the CDC PPE guidelines, one mask per nurse per shift. Nurses have a face shield to protect the mask being worn, change the mask if it becomes too moist or soiled, and supplies from home are not allowed. DRMC is prepared to contend with the unknown.</p>	
<p>H. Program Committee 1. Consideration to approve Grant #1045 FIND Food Bank: Ending Hunger Today, Tomorrow, and for a Lifetime – \$401,380</p>	<p>Donna Craig, Chief Program Officer, explained the grant request for FIND Food Bank that will contribute to project produce and several other services.</p>	<p>#20-60 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to approve Grant #1045 FIND Food Bank: Ending Hunger Today Tomorrow, and for a Lifetime - \$401,380. Motion passed unanimously. AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0</p>
<p>I. Legal Comments & Reports 1. Brown Act Compliance and Granting emergency powers to the CEO in the pendency of a State of Emergency</p>	<p>Jeff Scott, Legal Counsel, explained his report and emphasized with the changes to the Brown Act he is confident that the Board can move quickly for actions.</p>	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
March 24, 2020**

	Director Rogers inquired on concerns with unexpended District funds for grants and how the District can advise the public. Dr. Bárzaga explained that a Workshop will be necessary on AB 2019 and the District grant-making. We are currently repurposing those funds towards COVID-19 in the Valley.	
J. Immediate Issues and Comments	Director Rogers provided a quote from Governor Cuomo regarding acting and not speaking. President De Lara thanked Vice-President Borja for conducting the meeting during her recusal.	
K. Adjournment	President De Lara adjourned the meeting at 8:19 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

ATTEST: _____
Karen Borja, Vice-President/Secretary
Desert Healthcare District Board of Directors

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



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 3, 2020**

Directors Present - Telephonically	District Staff Present - Telephonically	Absent
President Leticia De Lara Vice-President/Secretary Karen Borja Treasurer Mark Matthews Director Carole Rogers, RN Director Evett PerezGil Director Les Zendle, MD Director Arthur Shorr	Conrado E. Bázquez, MD, CEO Chris Christensen, CAO Donna Craig, Senior Program Officer Will Dean, Marketing and Communications Director Alejandro Espinoza, Program Officer and Outreach Director Eric Taylor, Accounting Manager Meghan Kane, Programs and Research Analyst Vanessa Smith, Special Projects and Program Manager Andrea S. Hayles, Clerk of the Board <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President De Lara called the meeting to order at 3:00 p.m. The Clerk of the Board called the roll with all directors' present except Director Matthews who initially experienced technical difficulties.	
B. Pledge of Allegiance	President De Lara asked those in attendance to join in the Pledge of Allegiance.	
C. Approval of Agenda	President De Lara asked for a motion to approve the agenda.	#20-61 MOTION WAS MADE by Director Zendle and seconded by Director PerezGil to approve the agenda. Motion passed unanimously. AYES – 6 President De Lara, Vice-President Borja, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 1 Director Matthews



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 3, 2020**

<p>D. Public Comment</p>	<p>Public Comments were provided by the following: Blaine Carrington, Board Member, Growing Coachella Valley Peter Carlson, Congressman Ruiz’s Office California Rural Legal Assistance Lorena Martinez, California Rural Legal Assistance Blaz Gutierrez, Regional Director of Advocacy, California Rural Legal Assistance Greg Rodriguez, Government Relations and Public Policy Advisor Gary Rotto, Vice-President of Policy Leslie Martinez, Policy Advocate, Leadership Counsel for Justice and Accountability Yaneth Andrade-Magana, Pueblo Unido CDC</p>	
<p>E. Desert Healthcare District CEO Update</p>	<p>Conrado Bárzaga, MD, CEO, explained telework of the staff, and the Association of California Healthcare Districts (ACHD) documents for certification are submitted.</p> <p>Southern California Grant Makers (SCG) is presenting a virtual meeting on public health, health capacity, and resourcing related to COVID-19.</p> <p>The District launched a process for the public to make donations of medical and nonmedical supplies.</p> <p>The \$75,000 approval of the homelessness initiative grant for \$25,000 to each organization is being distributed. The county received \$500,000 from the state to assist with homelessness facilities</p>	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 3, 2020**

	<p>such as and Coachella Valley Rescue Mission (CVRM).</p> <p>Staff is encouraging Lift to Rise to integrate Coachella Valley Health Info Place (CVHIP) with the economic protection plan. Lift to Rise has received over 1,000 applications for family assistance to receive \$200 cash assistance, and Lift to Rise has secured over \$700,000 to date.</p> <p>The applications for grants to the FQHCs have been received. Staff contracted with CV Strategies for accurate health information on COVID-19 in English and Spanish for the Coachella Valley.</p> <p>FIND Food Bank has a mobile pantry twice per month at the Palm Springs Convention Center and is holding their annual Telethon to raise funds.</p>	
<p>F. COVID-19 Rapid Testing in the Eastern Coachella Valley</p> <p>1. Consideration to approve a \$350,000 allocation to strengthen the District’s healthcare safety net and expand the regional COVID-19 with rapid testing capacity</p>	<p>Conrado Bárzaga, MD, CEO, explained that emergency funding for approval of \$350,000 to strength the healthcare safety net and expand the testing capacity in the region. One of the critical portions to stop the spread is to determine who is infected and those that are immune to prevent further death, describing the letters from Supervisor Perez, Borrego Health, and Desert AIDS Project. Henry Schein will be the provider of the tests as one of the FQHCs has a relationship with Henry Schein for the purchase, and to authorize the CEO to move forward with the</p>	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 3, 2020**

	<p>contracts and agreements. All testing would be coordinated with RUHS.</p> <p>The Board asked questions and provided remarks such as purchasing half the amount of the testing kits, FEMA’s role with medical funding and reimbursement, the logistics of how the kits will be distributed, a long-term solution incorporating the county, including the infectious disease specialist, Dr. Kerkar at Desert AIDS Project in future meetings, and the difference between the PCR and antibody tests and immunities.</p> <p>Director Zendle suggests asking staff to work with public health on a pilot program for antibody testing, and a plan to determine who is infected in the Valley.</p> <p>Director Rogers motioned to approve the \$350k to the FQHCs to purchase COVID-19 testing kits.</p> <p>Director Matthews recommends tabling the matter and coming back next week to obtain the appropriate information based on Director Zendle’s comments related to the antibodies.</p> <p>Jeff Scott, Legal Counsel, recommends providing funding of the kits, but allowing the FQHCs to purchase the kits. The District should not have the legal liability of the contracts and agreements.</p>	<p>#20-62 MOTION WAS MADE by Director Rogers and seconded by Director PerezGil to approve the \$350,000 allocation to the FQHCs to purchase COVID-19 test kits. Motion passed.</p> <p>AYES – 6 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, and Director Shorr</p> <p>NOES – 0</p> <p>ABSENT – 0</p> <p>ABSTAIN – 1 Director Zendle</p>
--	--	---



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 3, 2020**

<p>G. Immediate Issues and Comments</p>	<p>At the March meeting, the Board voted for \$50k in education related COVID-19. After hearing the public comments and what happening in the community, Vice-President Borja directed staff to create information about COVID-19 in the Spanish language, and to determine what a quarantine looks like to families in trailer parks and apartment complexes.</p> <p>Director Zendle directed staff to invite Dr. Kaiser Cameron, Riverside County Health Officer, Department of Public Health, Riverside University Health Systems (RUHS), or the director of public health to join a meeting so the Board can understand why the District is doing the county and public health's job even though we have a role, but it would be good to hear from the director directly.</p> <p>Director PerezGil thanked the staff for their hard work.</p> <p>Director Matthews explained that it is a good to live in California right now with the work the Governor is pushing forward.</p>	
<p>H. Adjournment</p>	<p>President De Lara adjourned the meeting at 4:51 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

ATTEST: _____

Karen Borja, Vice-President/Secretary
Desert Healthcare District Board of Directors

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



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 13, 2020**

Directors Present - Telephonically	District Staff Present - Telephonically	Absent
President Leticia De Lara Vice-President/Secretary Karen Borja Treasurer Mark Matthews Director Carole Rogers, RN Director Evett PerezGil Director Les Zendle, MD Director Arthur Shorr	Conrado E. Bárzaga, MD, CEO Chris Christensen, CAO Donna Craig, Senior Program Officer Will Dean, Marketing and Communications Director Alejandro Espinoza, Program Officer and Outreach Director Eric Taylor, Accounting Manager Meghan Kane, Programs and Research Analyst Vanessa Smith, Special Projects and Program Manager Andrea S. Hayles, Clerk of the Board <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President De Lara called the meeting to order at 3:08 p.m. The Clerk of the Board called the roll with all Directors' present.	
B. Pledge of Allegiance	President De Lara asked those in attendance to join in the Pledge of Allegiance.	
C. Approval of Agenda	President De Lara asked for a motion to approve the agenda.	#20-63 MOTION WAS MADE by Director Matthews and seconded by Director Shorr to approve the agenda. Motion passed unanimously. AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 0
D. Public Comment	Public Comments were provided by the following:	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 13, 2020**

	<p>Linda Evans, Chief Strategy Officer, Desert Care Network Corina Velasquez, Chief Operating Officer, Borrego Health William VanHemert, Director of Grants, Desert AIDS Project Claudia Galvez, Chief Government & Community Affairs Officer</p>	
<p>E. Federally Qualified Health Centers (FQHC) Grant Requests for Core Operating Support in Response to COVID-19</p> <p>1. Consideration to approve Grant #1081 – \$150,000 – Clinicas De Salud del Pueblo, Inc. – COVID-19 Response</p> <p>2. Consideration to approve Grant #1083 – \$150,000 Desert AIDS Project (DAP) – COVID-19 Response</p>	<p>Conrado Bázaga, MD, CEO, explained the March 24 Board meeting approval of the recommendations to allocate \$550k to Federally Qualified Health Centers (FQHC) addressing COVID-19, specifically, Clinicas De Salud del Pueblo, Desert AIDS Project, and Borrego Health.</p> <p>After discussion, Director Rogers motioned to approved Grant #1081 – \$150,000 to Clinicas De Salud del Pueblo to address the COVID-19 response.</p> <p>After discussion, Director Matthews motioned to approve Grant #1083 – \$150,000 to Desert AIDS Project to address the COVID-19 response.</p>	<p>#20-64 MOTION WAS MADE by Director Rogers and seconded by Director Zendle to approve Grant #1081 – \$150,000 – Clinicas De Salud del Pueblo, Inc. – COVID-19 Response Motion passed. AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 0</p> <p>#20-65 MOTION WAS MADE by Director Matthews and seconded by Director Shorr to approve Grant #1083 – \$150,000 – Desert AIDS Project (DAP) – COVID-19 Response Motion passed. AYES – 7 President De Lara, Vice-President Borja, Director Matthews,</p>



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 13, 2020**

<p>3. Consideration to approve Grant #1084 – \$150,000 – Borrego Health – COVID-19 Response</p>	<p>After discussion, Director Matthews motioned to approve Grant #1084 – \$150,000 to Borrego Health to address the COVID-19 response.</p>	<p>Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 0</p> <p>#20-66 MOTION WAS MADE by Director Matthews and seconded by Director PerezGil to approve Grant #1084 – \$150,000 – Borrego Health – COVID-19 Response Motion passed. AYES – 7 President De Lara, Vice-President Borja, Director Matthews, Director Rogers, Director PerezGil, Director Zendle, and Director Shorr NOES – 0 ABSENT – 0</p>
<p>G. Immediate Issues and Comments</p> <p>1. Addressing Personal Protective Equipment (PPE) in the Coachella Valley</p>	<p>Dr. Bárzaga, CEO, explained that frontline health workers are approaching the District requesting assistance with Personal Protective Equipment (PPE). The traditional sources for obtaining PPE are depleted despite the requests for identifying reliable sources. The District has the discretion and funds available to assist. The face shields and gowns are not as risky as locating N95 masks. After a discussion with Desert Regional Medical Center, the hospital is currently using reusable protective gowns due to the supply shortage.</p> <p>Vice-President Borja suggests allocating \$25k-\$30k for a supplier to support PPE, such as to Federally Qualified Health Centers should staff find a supplier.</p>	



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
April 13, 2020**

	<p>Vice-President Borja motioned for the District to set aside \$30k for the CEO to negotiate the procurement of Personal Protective Equipment.</p>	<p>#20-67 MOTION WAS MADE by Vice-President Borja and seconded by Director PerezGil to authorize the CEO to allocate \$30k to negotiate the procurement of Personal Protective Equipment. Motion passed 4-3 AYES – 4 President De Lara, Vice-President Borja, Director Rogers, and Director PerezGil NOES – 3 Director Matthews, Director Zendle, and Director Shorr ABSENT – 0</p>
<p>H. Adjournment</p>	<p>President De Lara adjourned the meeting at 4:02 p.m.</p>	<p><i>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</i></p>

ATTEST: _____
 Karen Borja, Vice-President/Secretary
 Desert Healthcare District Board of Directors

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

SPECIAL DISTRICT SELECTION COMMITTEE 2020 BALLOT

Name of District: Desert Healthcare District
Print District Name Here (required)

Certification of voting member:

I, Leticia De Lara hereby certify that I am (check one):
Print Name Here (required)

- the presiding officer of the above-named district.
- a member of the board of the above-named district authorized by the board to vote in place of the presiding officer. [Authorization previously transmitted attached]

Signature (required) _____
Date (required)

Ballot must be received by 5:00 p.m., Monday, May 3, 2020. Email to rholtzclaw@lafco.org.
If mailing: LAFCO, 6216 Brockton Avenue, Suite 111-B, Riverside, CA 92506 – deadline still applies.

Regular Special District Member of the Local Agency Formation Commission – *Eastern Riverside County* (Term running May 6, 2020 through May 6, 2024)

Please rank the candidates in preferential order, “1” being the first preference, “2” being the second, etc.:

	Circle rank for each candidate		
Nancy Wright, Mission Springs Water District	1	2	3
Debra Canero, Valley Sanitary District	1	2	3
Karen Borja, Desert Healthcare District	1	2	3

Alternate Special District Member of the Local Agency Formation Commission – *Riverside County* (Term running May 6, 2020 through May 6, 2024)

Please rank the candidates in preferential order, “1” being the first preference, “2” being the second, etc.:

	Circle rank for each candidate						
Arthur Shorr, Desert Healthcare District	1	2	3	4	5	6	7
Dale Qualm, Temecula Public Cemetery District	1	2	3	4	5	6	7
Scott Sear, Valley Sanitary District	1	2	3	4	5	6	7
Steve A. Pastor, Lake Hemet Municipal Water District	1	2	3	4	5	6	7
Robert Stockton, Western Municipal Water District	1	2	3	4	5	6	7
Danny J. Martin, Rancho California Water District	1	2	3	4	5	6	7
Karen Alexander, Northwest Mosquito & Vector Control	1	2	3	4	5	6	7



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 28, 2020
To: Board of Directors
Subject: Community Health Needs Assessment and Health Improvement Plan (CHNA/CHIP) Update

Background:

- On January 28, 2020, the Board of Directors of the Desert Healthcare District and Foundation approved the selection of Health Assessment & Research for Communities (HARC) as the contractor to implement all phases of CHNA and CHIP.
- On March 24, 2020, HARC provided a Feasibility Report highlighting their progress on the project and next steps.
- With the public health COVID-19 crisis, the team has had to be flexible and update the scope of work appropriately.

Information:

- To date, HARC has conducted six group calls with 22 participants from the Advisory Council discussing the region's health and wellness concerns, assets, and resources (please see attached for details).
- HARC is continuing to gather data for health indicators from key partners and starting the preliminary draft of the CHNA report.
- HARC will be developing alternative options for community engagement and continued collaboration with the Advisory Council and Steering Committees to abide by all COVID-19 public restrictions.

Fiscal Impact:

- N/A.



Discussion Notes

ADVISORY COUNCIL

HARC, Inc.



Contents

Participants	2
What is most needed in our community now amidst COVID-19 ?	3
What are the biggest health & wellness issues in our community?	5
What resources are most needed in our community?.....	7
What are we doing well for the health and wellness of our community?.....	9

Participants

Meeting 1 – Education

Linda Porras – DSUSD

Sheila Thorton – OneFuture Coachella Valley

Meeting 2 – Employment/Housing

Javier Lopez- Coachella Valley Housing Coalition

Araceli Palafox – Lift to Rise

Meeting 3 – Safety/Substance Abuse

Justina Larson - Latino Commission

Alisha Espinoza-Martinez – Riverside County Sheriff’s Department

Angelina Coe – Shelter from the Storm

Meeting 4 – Healthcare

Lucy Moreno– Clinicas de Salud del Pueblo

Jackie Portilla – Molina Healthcare

Veronica Barajas – Planned Parenthood

Doug Morin – CVVIM

Meeting 5 – Environment/Farming

Luis Olmeda – Comite Civico

Jo Kay Ghosh – South Coast Air Quality

Emmanuel Perez – Eastern Agriculture Advisor for Supervisor V. Manny Perez

Maria Machuca – Riverside County Mecca Farmworkers (DPSS)

Daniel Garcia - South Coast Air Quality

Meeting 6 – Seniors, People with Disabilities, etc.

Patti Park – Angel View

Bev Greer – Neurovitality Center

Dom Calvano – Alzheimer’s Coachella Valley

Lisa Jimenez – Braille Institute

Jack Newby – Joslyn Center

Leticia Olvera – El Sol

1. What is most needed in our community now amidst COVID-19?

Financial Support	Internet Access	Navigation/Information	Healthcare
<ul style="list-style-type: none">• Help paying bills• Homeless need resources and a place to go	<ul style="list-style-type: none">• Technological divide leaves many without access to information, telehealth, and education	<ul style="list-style-type: none">• People need help knowing where to go and what to do• Information isn't reaching Spanish-speaking	<ul style="list-style-type: none">• Telehealth excludes some from accessing care• Lack of testing and medical supplies

Economic/Financial Support

- Housing assistance (Javier, CV Housing Coalition)
- Ensuring seniors get the meals on wheels (Javier, CV Housing Coalition)
- Help with housing costs such as rent and utilities (Araceli, Lift to Rise)
- Homeless need resources and a place to go (Angelina, Shelter from the Storm)
- Growing need for food (Araceli, Lift to Rise)
- People are struggling to pay their bills (Lety, El Sol)

Mental Health

- Mental health/anxiety (Sheila, OneFuture)
- Emotional health is needed. Kids usually tell teachers when there's a problem at home, now kids are at home with parents who aren't always loving (Linda, DSUSD)
- People need mental health support with how to cope with isolation (Doug, CVVIM)
- People struggle with anxiety loneliness (Lety, El Sol; Jack, Joslyn Center)

Guidance/Navigation/Information

- Navigation through economic uncertainty. People need to know where to get financial assistance (Sheila, OneFuture)
- People need support at home in real time with knowing what to do with kids, resources in the community, how to access emotional/behavioral health assistance (Doug, CVVIM)
- East Valley/Spanish speaking are lacking information and resources about what to do amid COVID-19. Facebook, radio, paper materials are the best ways to access them (Maria, DPSS)

Internet Access/Internet Support

- Education support and access to Wi-Fi for low-income students (Sheila, OneFuture)
- Students can't access internet for school, creating a divide (Maria, DPSS)
- Offering virtual activities for youth (Javier, CV Housing Coalition)
- Telehealth is increasing so people need adequate Internet (Justina, Latino Commission)
- There is a technological divide (Jo Kay, AQMD)
- Many lack internet access and the cost to use data is high (Dan, AQMD)
- Low income struggle with connecting to the Internet (Patti, Angel View)

- Many struggle with using the Internet, such as seniors, people with disabilities, Desert Hot Springs, etc. (Jack, Joslyn Center; Bev, Neurovitality Center; Lisa, Braille)

Access to Care

- Access to healthcare (Javier, CV Housing Coalition)
- To ensure that we are removing barriers to accessing healthcare and mental health care (Justina, Latino Commission)
- Transportation remains an issue (Jo Kay, AQMD)

Healthcare Infrastructure

- Masks, gloves, gowns (Jackie, Molina)
- Testing is not yet widely available. VA office has no tests in Riverside County. Testing takes too long. Farmworkers don't have access to tests (Veronica, Planned Parenthood)
- Many need leave from work but it's not available (Veronica, Planned Parenthood)
- We are struggling to get PPE's (personal protective equipment) and cleaning supplies (Patti, Angel View)

Other

- An understanding of how this pandemic will affect people in the long-run, not only economically but psychologically (Justina, Latino Commission)
- Farm workers don't get the same rights amidst COVID-19. There's no paid time off if they are sick, etc. (Luis, Comite Civico)
- People with disabilities need a lot of support and have trouble social distancing (Lisa, Braille) Many struggle to get supplies and food (Dom, Alzheimer's)

2. What are the biggest health and wellness issues in our community?

Access to Healthcare	Mental Health	Safe/Affordable Housing	Education
<ul style="list-style-type: none">• Need healthcare access for low-income, remote, and undocumented• Need more infrastructure such as mobile clinics and an urgent care in the East Valley	<ul style="list-style-type: none">• Need to promote the importance of psychological well-being• Need to make mental health affordable and easy to access	<ul style="list-style-type: none">• Housing is unaffordable and often substandard• Farmworkers lack housing	<ul style="list-style-type: none">• Low-income in particular need help navigating the education system• We need to minimize barriers• We need to encourage higher educational attainment

Access to Care

- Access to primary care for low-income (Sheila, OneFuture; Emmanuel, Eastern Ag Advisor)
- Access to healthcare – especially the Eastern Valley and farmworkers (Javier, CV Housing Coalition; Maria, DPSS)
- Need more mobile health clinics (Javier, CV Housing Coalition)
- Dental services after-hours (Justina, Latino Commission)
- Access to care for undocumented, including ER access and urgent care access after-hours (Veronica, Planned Parenthood)
- Difficult to access healthcare when transportation is a huge problem (Jackie, Molina)
- Immigrants are scared to access healthcare (Jackie, Molina)
- Many don't apply for Medi-Cal due to fear, even if it's someone in the family who is the one undocumented (Doug, CVVIM)
- Mecca and Thermal don't have an urgent care (Veronica, Planned Parenthood)

Mental Health Support

- Mind-body self-care. People need to learn mindfulness (Sheila, OneFuture)
- Mental health is huge -- it effects and is affected by how we relate to each other (Linda, DSUSD)
- Mental health co-pays are too expensive (Angelina, Shelter from the Storm)
- Access to mental health providers, especially Spanish-speaking (Justina, Latino Commission)
- Mental health care for instances when the issues aren't severe. We need to provide preventative care to make sure things don't get worse (Justina, Latino Commission)
- Social isolation leads to poor mental health (Jack, Joslyn)

Safe/Stable/Affordable Housing

- Safe/stable housing, leads to many positive health outcomes (Araceli, Lift to Rise)
- Farmworkers lack housing (Maria, DPSS)
- Housing is unaffordable (Maria, DPSS)
- Substandard housing (Luis, Comite Civico)
- Mobile homes are raising rents, HOA's keep increasing – this leads to poor mental health and poor health overall (Jack, Joslyn)

Education

- Educational attainment is low (Sheila, OneFuture)
- Absenteeism at school is often caused by health problems, and they then do poorly at school as a result (Sheila, OneFuture)
- Students need someone to help them navigate the educational system (Sheila, OneFuture)
- Low education level often leads to low health literacy (Sheila, OneFuture)

Environment

- Pesticides near schools in the East Valley (Maria, DPSS)
- Poor air quality (Maria, DPSS)
- The Salton Sea (Emmanuel, East Ag Advisory)
- Asthma from the environment (Jo Kay, AQMD)

Health Issues

- Asthma (Lety, El Sol)
- Diabetes (Lety, El Sol)
- Alzheimer's (Lety, El Sol)

Improved health behaviors

- Nutrition, senior nutrition (Javier, CV Housing Coalition)
- Smoking cessation (Javier, CV Housing Coalition)

Issues for Low-Income

- High cost of daycare (Veronica, Planned Parenthood)

Other

- Maternity/Paternity leave is insufficient (Veronica, Planned Parenthood)
- Caretakers are not supported enough, often not at all (Veronica, Planned Parenthood)
- Caregiver burnout (Dom, Alzheimer's Association)
- Healthcare professionals aren't experienced with people with disabilities or cognitive disabilities. It's difficult for these individuals to effectively communicate with healthcare professionals (Patti, Angel View)

3. What resources are most needed in our community?

Healthcare Access and Infrastructure	Resources for Low-Income	More Infrastructure	Transportation
<ul style="list-style-type: none">•Need more clinics and nonprofits•Need more affordable care•Need mental health infrastructure	<ul style="list-style-type: none">•People need affordable housing, food, and affordable childcare	<ul style="list-style-type: none">•Housing, water and sewers	<ul style="list-style-type: none">•Transportation has always been an issue

Healthcare Access and Infrastructure

- Community clinics (Araceli, Lift to Rise)
- Affordable care (Doug, CVVIM)
- Organizations need more support so they can serve more people and provide more services (Angelina, Shelter from the Storm)
- A mental health facility. Many have suicidal thoughts or need mental health treatment and it's hard to get care in the valley (Linda, DSUSD)
- Young boys need support on how to be a man and in tough with their emotions, etc. We have support for young girls (Ophelia Project) but we are missing young men (Linda, DSUSD)

Resources to Support Low-Income

- Housing resources (Araceli, Lift to Rise)
- Food banks/sites for working poor. There is a stigma against using these resources because they are typically for homeless or extremely poor, but the working poor often lack money for food (Angelina, Shelter from the Storm)
- Affordable childcare (Araceli, Lift to Rise)

More Infrastructure

- Infrastructure, especially for the East Valley, such as water and sewers. They can't build housing developments because there's no water (Javier, CV Housing Coalition)
- Farmers need housing. Growing season is approaching and there is no housing (Maria, DPSS)

Transportation

- Transportation support is needed for those who need health care. We should be creative in generating ideas, including Uber, etc. (Doug, CVVIM)
 - Many don't have smart phones, so we need to be mindful of that (Veronica, Planned Parenthood)
- Transportation has always been an issue (Lisa, Angel View)

Support for Caregivers

- Caregiver support
- Caregiver support/relief is always needed, and also given COVID-19 (Dom, Alzheimer's)

Other

- Need financial aid navigators, economic navigators to help people understand how to do taxes, apply for insurance, how to choose a lucrative profession etc. (Sheila, OneFuture)
- People need money (Emmanuel, East Ag Advisor)
- We work in silos, so we need to be able to connect with each other and coordinate (Justina, Latino Commission)
- Lack of resources in general
- Lack of awareness of resources (Lisa, Angel View)

4. What are we **doing well** for the health and wellness of our community?

Support from Government	Collaboration	Healthcare Infrastructure	Nonprofits
<ul style="list-style-type: none">• Cities are doing great work• The Congressman is supportive• Resources are being allocated to the Valley	<ul style="list-style-type: none">• There is a lot of cross-sector work and collaboration	<ul style="list-style-type: none">• We have excellent hospitals and great providers	<ul style="list-style-type: none">• There are many nonprofits in the region doing great work

Government Support

- Dr. Ruiz representing our region and heavily understanding and working to improve the east valley is wonderful (Doug, CVVIM)
- There is money allocated to improve the Salton Sea, we are making progress here (Emmanuel, East Ag Advisor)
- Cities are doing good work (Emmanuel, East Ag Advisor)
- A lot of cities have come together on the CVAG collaborative and are accomplishing work together (Jackie, Molina)
- Paving projects have been a huge success, these small projects make a big difference. Kids in some areas can now walk to school and play outside (Jo Kay, AQMD)

Collaboration

- Cross-sector work (Sheila, OneFuture)
- Cross-sector work, and alignment across sectors (Araceli, Lift to Rise)
- Collaboration and work across sectors (Emmanuel, East Ag Advisor)
- Coachella Valley is a supportive family (Linda, DSUSD)
- We have wonderful collaboration—we may need a bigger umbrella to minimize the high number of meetings (Lisa, Braille)

Healthcare Infrastructure

- We have three great hospitals who serve a lot of people (Linda, DSUSD)
- We have excellent providers (Angelina, Shelter from the Storm)
- The Desert Healthcare District expansion is a good thing (Doug, CVVIM)

Nonprofits

- We have a lot of nonprofits and resources (Justina, Latino Commission)
- Local food banks feed a lot of people (Jackie, Molina)
- There are a lot of nonprofits doing great work (Emmanuel, East Ag Advisor)

Flexibility

- There is openness to new ideas (Linda, DSUSD)
- We are now training people to use technology to provide and receive services, this could help reach those who have been difficult to reach in the past (Dom, Alzheimer's)

Other

- We are having these conversations, always working to improve things (Javier, CV Housing Coalition)
- Exercise and health and wellness have dramatically increased in the senior community. Senior Centers are becoming less about Bingo and more about a healthy lifestyle (Jack, Joslyn)



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 28, 2020
To: Board of Directors
Subject: New Office Lease of Suite G-100 at the Regional Access Project (RAP) offices beginning May 1, 2020

Staff Recommendation: Consideration to approve a new office lease at the RAP offices. The new lease replaces an existing office lease.

Background:

- As part of the District's commitment to maintaining a presence in the expanded District, the District entered into an office lease on February 1, 2019 of a 233 sq ft suite.
- The District is presently in need of a larger suite to conduct business and wishes to enter into a new lease on a 1,028 sq ft space.
- The terms of the lease include an initial 12-month lease commencing May 1, 2020 with 2 additional automatic 12-month renewals.
- The lease can be terminated with a written notice 60 days prior to the end of each 12-month period.
- The rent is \$2,000 per month and will not increase with each annual renewal.
- The District will share the electricity costs on a pro-rata basis.
- The current lease of the 233 sq ft suite will terminate on April 30, 2020 with the commencement of the new lease.
- Staff recommends approval of the lease of Suite G-100 at the RAP offices.
- The draft lease is included for your review and consideration for approval.

Fiscal Impact:

\$2,000 per month rent, plus a pro-rata share of electricity costs. Rent and Utilities are included in the District's FY2019-2020 annual budget and will also be included in the FY2020-2021 annual budget.

DRAFT

OFFICE BUILDING LEASE

BY AND BETWEEN

**REGIONAL ACCESS PROJECT FOUNDATION
A California Nonprofit Corporation
("LANDLORD")**

AND

**Desert Healthcare District
A California Nonprofit Corporation
("TENANT")**

41550 Eclectic Street, Palm Desert, California 92260

1. PARTIES. This Office Building Lease ("Lease") is made and entered into the 1st day of May, 2020, by and between REGIONAL ACCESS PROJECT FOUNDATION, a California nonprofit corporation, hereinafter referred to as "Landlord," and Desert Healthcare District., hereinafter referred to as "Tenant." The parties hereto do hereby covenant and agree as follows:

2. PREMISES. Landlord does hereby lease to Tenant, and Tenant rents and takes from Landlord, the premises known as Suite No. G100 ("Premises") located at 41550 Eclectic Street, Palm Desert, California 92260 ("Building"), consisting of approximately one-thousand twenty eight (1,028) rentable square feet ("Rentable Square Footage").

3. TERM.

3.1 The Term of the Lease shall be for a period of approximately one (1) year, which shall commence on May 1, 2020.

3.2 The Lease shall end April 30 2021, twelve months (12) months from the *Commencement Date*, unless the period is ended earlier under the terms and provisions of this Lease.

3.3 A one-year lease term for office G-100 will be effective May 1, 2021 to April 30, 2022 . The Tenant can exercise the option to renew the lease annually for up to three (3) years at the same rate. The lease can be terminated by the Tenant with written notification within 60 days of the end of each twelve (12) months.

4. POSSESSION.

4.1 If the Landlord, for any reason whatsoever, cannot deliver possession of the said Premises to the Tenant at the commencement of the Term hereof, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom, nor shall the expiration date of the above Term be in any way extended, but in that event, all rent shall be abated during the period between the commencement of said Term and the time when Landlord delivers possession.

4.2 In the event that Landlord shall permit Tenant to occupy the Premises prior to the Commencement Date of the Term, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date hereinabove provided.

5. RENT. Tenant shall pay to Landlord "Rent", of Two Thousand Dollars and No Cents (\$2,000) for the term (subject to adjustment, as provided below), payable in monthly installments in the amount of Two Thousand Dollars and No Cents (\$2,000)

5.1 The Rent shall be paid without advance notice, demand, offset, or deduction; by the first (1st) day of each month during the Term; and to Landlord at 41550 Eclectic St. Palm Desert, CA 92260, or as Landlord may specify in writing to Tenant. Any payments received by Landlord from Tenant shall be applied first to the oldest outstanding indebtedness of Tenant under this Lease.

5.2 If the Term does not begin on the first day or end on the last day of a calendar month, the Rent for that partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month.

5.3 INTENTIONALLY OMITTED.

5.4 If Tenant fails to pay part or all of the Rent or Additional Rent (Article 6) within ten (10) days after it is due, the Tenant shall also pay (a) a late charge equal to five percent (5%) of the unpaid Rent and Additional Rent, plus (b) interest at ten percent (10%) per annum or the maximum then allowed by applicable law, whichever is less, on the remaining unpaid balance, retroactive to the date originally due, until paid, but the interest accumulation shall stop after thirty (30) days unless Landlord gives Tenant notice, within thirty (30) days of the date payment was due, of Tenant's failure to pay Rent or Additional Rent.

5.5 Tenant agrees to pay the Rent and Additional Rent required under this Lease within the time limits set forth in this Lease. If Tenant receives from Landlord an invoice or statement, which invoice is sent by Landlord in good faith, and Tenant in good faith disputes whether all or any part of such Rent and/or Additional Rent is due and owing, Tenant shall nevertheless pay to Landlord the amount of the rental indicated on the invoice or statement until Tenant receives a final judgment from a court of competent jurisdiction (or when arbitration is permitted or required, receives a final award from an arbitrator) relieving or mitigating Tenant's obligation to pay such rent. In such instance where Tenant disputes its obligations to pay all or part of the rent indicated on such invoice or statement, Tenant shall, concurrently with the payment of such rent, provide Landlord with a letter or notice entitled "Payment Under Protest," specifying in detail why Tenant is not required to pay all or part of such rent. Tenant will be deemed to have waived its right to contest any past payment of rent unless it has filed a lawsuit against Landlord (or when arbitration is permitted or required, filed for arbitration and has served Landlord with notice of such filing), and has served a summons on Landlord, within six (6) months of such payment. Until an event of default by Tenant occurs, Landlord shall continue to provide the services and utilities required by this Lease.

6. ADDITIONAL RENT.

6.1 **OPERATING EXPENSE ADJUSTMENTS.** For the purposes of this Article, the following terms are defined as follows.

- Electricity – Tenant shall pay to landlord addition rents for electricity in an amount pro-rated based on total square footage (23,984sf), equal to 5% (1,028 out of 23,984). Payment is due by the 10th of the month after invoice.

7. **TAXES ON TENANT'S PERSONAL PROPERTY.** It is mutually agreed that Tenant shall pay, during the Term hereof, all taxes assessed against the interest of the Landlord on trade fixtures or personal property installed or owned by Tenant or in the possession of Tenant which are in, upon, or about the Premises. In the event any such taxes should be assessed against the interest of the Landlord, then the amount of such taxes shall be payable upon the first Rent due after demand for payment therefor has been made by Landlord.

8. SECURITY DEPOSIT.

8.1 Tenant will deposit with Landlord Two Thousand Dollars (\$2,000) ("Security Deposit") as security for the full and faithful performance of the Tenant's covenants under this Lease. In the event Tenant defaults hereunder, Tenant hereby authorizes Landlord at its election, without notice and without terminating this Lease, to apply such of the funds so deposited as are reasonably necessary to remedy Tenant's default.

As of March 2020, the district has a deposit of \$550 on your current lease.

Please pay the difference to complete the Two Thousand Dollars (\$2,000) deposit. The difference is One Thousand Four Hundred and Fifty Dollars (\$1,450) to complete the deposit amount.

8.2 Any action taken by Landlord under this Article shall not be construed to be a waiver of any of its rights under this Lease or any of its rights, in case of subsequent default, to enforce any remedy available to Landlord by law or under the provisions of this Lease, including the remedies set forth in this Article. If said Security Deposit or any part thereof is used, applied, or retained in curing any default specified herein, Tenant, upon demand of Landlord, shall, within five (5) days deposit with Landlord an amount in cash equal to the amount so used, applied, or retained, and if Tenant shall fail to do so, such failure shall constitute a default under this Lease, affording Landlord the remedies as set forth in Article 17 hereof.

8.3 Upon termination of the Landlord's interest in the Premises, whether by sale, assignment, death, appointment of receiver, or otherwise, Landlord or Landlord's agent shall, within a reasonable time, do one of the following acts, either of which shall relieve Landlord of further liability with respect to the Security Deposit:

8.3.1 Transfer the portion of the Security Deposit remaining, after any lawful deductions, to Landlord's successor in interest, and notify Tenant by personal delivery or certified mail of the transfer, of any claims made against the Security Deposit, and of the transferee's name and address. If the notice to Tenant is made by personal delivery, Tenant shall acknowledge receipt of the notice and sign his or her name on Landlord's copy of the notice; or

8.3.2 Return to Tenant the portion of the Security Deposit remaining after lawful deductions.

8.4 No interest shall be payable to Tenant on the Security Deposit and such Deposit shall not be held.

9. ASSIGNMENT.

9.1 **CONSENT REQUIRED.** Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises or this Lease without Landlord's advance written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed.

9.2 **REASONABLENESS.** The Landlord's consent shall not be considered unreasonably withheld if (a) the proposed subtenant's or assignee's financial responsibility does not meet the same criteria Landlord uses to select comparable Building tenants; (b) the proposed subtenant's or assignee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige; or (c) the proposed use is inconsistent with the use permitted by Article 14.14.1.

9.3 PROCEDURE.

9.3.1 Tenant must provide Landlord in writing: (a) the name and address of the proposed subtenant or assignee; (b) the nature of the proposed subtenant's or assignee's business it will operate in the Premises; (c) the terms of the proposed sublease or assignment; and (d) reasonable financial information so that Landlord can evaluate the proposed subtenant or assignee under Section 9.2(a).

9.3.2 Landlord shall, within ten (10) business days after receiving the information under Section 9.3.1, give notice to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the ten (10) business day period, then Tenant may sublease or assign part or all of the Premises upon the terms Tenant gave in the information under Section 9.3.1.

9.4 **CONDITIONS.** Subleases and assignments by Tenant are also subject to: (a) the terms of this Lease; (b) the term shall not extend beyond the Lease Term; (c) Tenant shall remain primarily liable for all Lease obligations (Tenant shall be relieved of such obligations if Assignment of Lease is equal to or greater than current Tenant's net worth); and (d) consent to one (1) sublease or assignment does not give the consent requirement for future assignments or subleases.

10. INTENTIONALLY OMITTED.

11. ALTERATIONS AND ADDITIONS: TRADE FIXTURES.

11.1 Tenant shall not make any additions, alterations, or improvements to the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Landlord's consent may be conditioned upon Tenant's removing any such additions, alterations, or improvements upon the expiration of the Term of this Lease and restoring the Premises to the same condition as on the date Tenant took possession. Notwithstanding the foregoing, Landlord's consent shall not be required for any nonstructural

alterations, additions or improvements costing less than Five Thousand Dollars (\$5,000) in the aggregate. All work with respect to any addition, alteration, or improvement shall be done in a good workmanlike manner by properly qualified and licensed contractors, mechanics, and other personnel approved by Landlord and such work shall be diligently prosecuted to completion.

11.2 Tenant shall pay the costs of any work done on the Premises pursuant to this Article and shall keep the Premises and Building free and clear of mechanic's materialman's or other liens. Tenant shall defend against and hold Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and other expense incurred on account of claims by any person performing work or furnishing material or supplies for Tenant or any person claiming under Tenant.

11.3 Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord fifteen (15) days written notice of the intended Commencement Date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises or Building, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half times the total estimated cost of any additions, alterations, or improvements to be made in or to the Premises, to protect Landlord against timely completion of the work. Nothing contained in this paragraph shall relieve Tenant of its obligation under this article to keep the Premises and Building free of all liens.

11.4 Unless their removal is required by Landlord as provided above, all additions, alterations, and improvements made to the Premises shall become the property of Landlord and shall remain upon and be surrendered with the Premises as part thereof upon the expiration of the Term; provided, however, Tenant's equipment, machinery, and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, provided, that if any of Tenant's property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

12. SUITE DEVELOPMENT - INTENTIONALLY OMITTED.

13. **REPAIRS AND MAINTENANCE.** Tenant shall maintain and take good care of the Premises and fixtures therein and shall, except for ordinary wear and tear, make all repairs in and about the Premises necessary to preserve them in good order and condition, which repairs shall be in quality and class equal to the original work. Landlord, however, shall repair the Building plumbing, heating, ventilating, air conditioning and electrical systems and make structural repairs within the Premises arising from ordinary wear and tear or through causes over which Tenant has no control, except as otherwise provided in this Lease. Landlord may repair, at the expense of Tenant, all damage or injury to the Premises, or to the Building or to its fixtures, appurtenances or equipment, or to any of the areas used in connection with the operation of the Building, done by Tenant or Tenant's agents, servants, employees, contractors, visitors or licensees or caused by moving property of Tenant in or out of the Building, or by installation or removal of furniture or other property, or resulting from fire, heating, ventilating or air conditioning unit or system, short circuits, overflow or leakage of water, steam, gas, sewage or odors, or by frost or by bursting or leaking of pipes or plumbing works, or gas, or from any other cause, due to the carelessness, negligence, or improper conduct of Tenant or Tenant's agents, servants, employees, contractors, visitors or licensees. Landlord shall replace, at the expenses of Landlord, any and all plate and other glass damaged or broken from any cause whatsoever in or about the Premises, unless caused by or due to the negligence of Tenant, Tenant's agents, servants or employees. Except as specifically provided in this Lease, there shall be no allowance to Tenant for a diminution of rental value, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from the making of, or the failure to make any repairs, alterations, decorations, additions or improvements in or to any portion of the Building or any of the areas used in connection with the operation thereof (including the Common Areas), or the Premises, or in or to fixtures, appurtenances or equipment, or by reason of the act or neglect of Tenant or any other tenant or occupant of the Building; and in no event shall Landlord be responsible for my

consequential damages arising or alleged to have arisen from any of the foregoing matters. Tenant hereby waives all rights under the provisions of Sections 1932, 1933, 1941 and 1942 of the Civil Code of the State of California and all rights under any law in existence during the term of this Lease authorizing a tenant to make repairs at the expense of a landlord or to terminate a lease upon the complete or partial destruction of the Premises.

14 ETHICS AND USE OF PREMISES.

14.1 **USE.** Tenant shall use the Premises solely for administrative purposes and uses incidental thereto and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything within the Premises which will increase the existing cost of or affect any fire or other insurance policy covering the Building or any property located therein, or cause the cancellation of any such insurance policy. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any impropriety, immoral, unlawful, or objectionable purposes. The Premises shall not be used for cooking, lodging, or sleeping, and no objectionable noise or odor shall be permitted to escape from the Premises. Tenant shall not cause, maintain, or permit any nuisance on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

15 **SUBORDINATION; ATTORNMENT.** Upon Landlord's request, Tenant will, in writing, subordinate its rights hereunder to the lien of any mortgage, deed of trust, or ground lease now or hereafter in force against the property of which the Premises are a part and to all advances made upon the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof. Should Tenant fail to execute, deliver, and record any document required to effectuate such subordination upon the demand of Landlord, then Landlord shall be entitled to do so. For purposes of the preceding sentence, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact in Tenant's name, place, and stead to sign any such documents. In the event of any foreclosure sale, transfer in lieu of foreclosure of any mortgage or deed of trust, or in the event of any premature termination of any such ground lease, Tenant shall, notwithstanding any subordination, attornment to and become Tenant of the successor in interest to Landlord the purchaser upon any such foreclosure or of this Lease. The provisions of this paragraph notwithstanding, so long as Tenant is not in default hereunder, this Lease shall remain in force and effect for the full term hereof.

16. **DEFAULT.** Each of the following constitutes a default ("Default")

16.1 Tenant's failure to pay Rent or Additional Rent when due;

16.2 Tenant's failure to perform or preserve any other of Tenant's obligations after a period of twenty (20) days or the additional time, if any, that is reasonably necessary to properly and diligently cure the failure, after Tenant receives notice from Landlord setting forth, in reasonable detail, the nature and extent of the failure;

16.3 Tenant's failure to vacate or stay any of the following within sixty (60) days after they occur:

16.3.1 A petition in bankruptcy is filed by or against Tenant;

16.3.2 Tenant is adjudicated as bankrupt or insolvency;

16.3.3 A receiver, trustee, or liquidator is appointed for all or a substantial part of any guarantor's property; or

16.3.4 Tenant makes an assignment for the benefit of creditors.

17. **REMEDIES OF LANDLORD UPON DEFAULT.**

17.1 Prior to exercising its remedies with respect to a default by Tenant under Article 16.1 above, Landlord shall have given Tenant at least five (5) days prior written notice of the default. Such notice shall satisfy any statutory notice of default. In the event of any breach of this Lease by Tenant, Landlord, in addition to any other rights and remedies Landlord may have under any law, shall have the immediate right to terminate this Lease and the immediate right of re-entry and may remove all persons and property from the Premises. Such property may be stored in a public warehouse or elsewhere at the cost of, at the risk of, and for the account of Tenant. In the event of any breach by Tenant, Landlord shall recover from Tenant:

17.1.1 The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus

17.1.2 The worth at the time of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rental loss that Tenant proves could have been reasonably avoided; plus

17.1.3 The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term of the Lease after the time of award exceeds the amount of such Rental loss that Tenant proves could be reasonably avoided; plus

17.1.4 Landlord's expenses incurred in recovering possession of the Premises; and

17.1.5 Landlord's expenses incurred in preparing the Premises of re-letting, including the expenses of any alterations or repairs to the Premises in connection with such re-letting; and

17.1.6 Expenses incurred in preparing the Premises of re-letting, including the expenses of any alterations or repairs to the Premises in connection with such re-letting; and

17.1.7 The expenses incurred in re-letting the Premises, including any real estate commissions;

17.1.8 All other sums due hereunder; and

17.1.9 Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

17.2 The phrase "worth at the time of the award" as used in Sections 17.1.1 and 17.1.2 above is to be computed by allowing interest on the unpaid Rent at the rate of ten percent (10%) per annum. The phrase "worth at the time of award" as used in Section 17.1.3 of the preceding paragraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus two percent (2%).

17.3 If this Lease is not terminated, Landlord may enforce all of the Tenant's rights and remedies hereunder, including without limitation upon the foregoing, the right to recover the Rent and Additional Rent as it becomes due. The exercise of any remedy shall not preclude the exercise of any other remedy.

18 **LANDLORD'S DEFAULT.** Landlord shall not be in default hereunder unless Landlord fails to perform the obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord in writing specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

19 **LIABILITY FOR MONEY JUDGMENT.** If Landlord, its employees, officers, or partners are ordered to pay Tenant a money judgment because of Landlord's default, then Tenant's sole remedy to satisfy the judgment shall be:

19.1 Landlord's interest in the Building including the rental income and proceeds from sale; and

19.2 Any insurance or condemnation proceeds received because of damage or condemnation to, or of, the Premises that are available for use by Landlord.

20. **ATTORNEY'S FEES.** If either party commences litigation against the other for the specific performance of this Lease, for damages for the breach hereof, or otherwise for enforcement of any remedy hereunder, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred.

21. **DESTRUCTION OF PREMISES.**

21.1 If:

21.1.1 More than forty percent (40%) of the Building is damaged, and Landlord decides not to repair and restore the Building;

21.1.2 Any mortgagee or beneficiary of the Building shall not allow adequate insurance proceeds for repair and restoration;

21.1.3 The damage is not covered by Landlord's insurance; or

21.1.4 The Lease is in the last twelve (12) months of its Term, then Landlord may cancel this Lease. To cancel, Landlord must give notice to Tenant within or hundred eighty (180) days after Landlord knows of the damage. The notice must specify the cancellation date. If Landlord elects not to cancel the Lease, then Landlord shall repair or reconstruct the Building.

21.2 If the Premises are damaged in part or in whole from any cause and the Premises can be substantially repaired and restored within one hundred eighty days (180) year from the date of the commencement of the repairs or restoration using standard working methods and procedures, and provided that Landlord's insurance covers the cost of such repair or restoration, Landlord shall, at its expenses, promptly and diligently repair and restore the Premises to substantially the same condition as existed before the damage. If the Premises cannot be repaired or restored within the one hundred eighty (180) day period or if such repairs or restorations have not been commenced within one hundred eighty (180) days after the applicable event then either party may, after determining that the repairs and restoration cannot be made within one hundred eighty (180) days or if the repairs have not been commenced within the one hundred eighty (180) day period, within ten (10) days thereafter cancel the Lease by giving notice to the other party.

21.3 Notwithstanding anything else in this Article, Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property, or any Tenant improvements other than those listed on Exhibit "A" attached hereto and incorporated herein by reference. Unless the damage is caused by Tenant's willful misconduct, the Rent and Additional Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference of Tenant's ability to conduct business in the Premises, and the need for access and essential services. The abatement shall continue from the date the damage occurred until three (3) business days after Landlord completes the repairs and restoration to the Premises or the part thereof rendered unusable or the Building, if applicable, and notice to Tenant that the repairs and restorations are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first.

22. **SERVICES AND UTILITIES.**

22.1 **SERVICES.** Landlord shall provide, at its expense, subject to reimbursement under Article 6:

22.1.1 Heating, ventilation, and air conditioning (HVAC) for the Premises during the Building's business hours to maintain temperatures for comfortable use and occupancy;

22.1.2 Janitorial services are not included in the lease amount. The tenant can choose to contract with your own custodial service or utilized the landlord's custodian. The amount of the custodial service will depend upon the custodian's cost with no additional overhead cost with landlord. The cost could vary depending upon services requested by tenant.

22.1.3 Hot and cold water for lavatory, toilet, and ordinary cleaning purposes to be drawn from approved fixtures in the Premises;

22.1.4 Electricity to the Premises during business hours that provides electric current in reasonable amounts necessary for normal office use, lighting, and HVAC;

22.1.5 Replacement of Building-standard lighting tubes, lamp ballasts, and bulbs for light fixtures installed and paid for by Landlord;

22.1.6 Extermination and pest control when necessary; and

22.1.7 Maintenance of common areas in a manner comparable to other office buildings in the Coachella Valley. The maintenance shall include cleaning, HVAC, illumination, repairs, replacements, lawn care, and landscaping.

22.2 **BUSINESS HOURS.** In this Lease, business hours mean: (a) Monday through Friday, 8:00 a.m. through 5:00 p.m., but excludes the following holidays or the days on which the holidays are designated for observance: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

22.3 **24 HOUR ACCESS.** Tenant, its employees, agents, and invitees shall have access to the Premises during normal business hours. During nonbusiness hours Landlord may restrict access (one designated employee/agent will be provided access twenty-four (24) hours a day, seven (7) days a week via an electronic key-card). Landlord shall not be liable for denying entry to any person unable to show the proper identification.

22.4 **EXTRA SERVICES.** Whenever Landlord knows that any tenant (including Tenant) is using extra services because of either non business-hours use or high electricity consumption installations, Landlord, in its sole discretion, may directly charge that tenant for the extra use and exclude those charges from Direct Expenses. Extra services include:

22.4.1 Non-Business Hours Use. HVAC and electricity required by Tenant during non-business hours may be supplied upon reasonable advance written notice and payment of anticipated charges in advance, if required. If more than one tenant directly benefits from these services, then the costs all be allocated proportionately between or among the benefitting tenants based upon the amount of time each tenant benefits and the square footage each lease.

22.4.2 Excess Utility Use. Tenant shall not place or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, personal computers, adding machines, copying machines, and other machinery and equipment normally used in similar offices, unless Tenant receives Landlord's advance written consent. Landlord shall not unreasonably withhold or delay its consent. But Landlord may require payment for the extra use of electricity caused by operating this equipment or machinery.

22.4.2.1 Landlord may require that special, high electricity consumption installations of Tenant such as computer or copying facilities (except personal computers or normal office photocopy machines) be separately sub-metered for electrical consumption at Tenant's cost.

22.4.3 Payment. Tenant's charges for the utilities provided under Sections 22.4.1 and 22.4.2 above shall be one hundred ten percent (110%) of Landlord's actual cost of labor and utilities.

22.4.4 Tenant's failure to pay the above charges within ten (10) days of receiving a proper and correct invoice shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

22.5 **INTERRUPTION OF SERVICES.**

22.5.1 Interruptions. Landlord does not warrant that any services Landlord supplies will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. Except as noted in Section 22.5.2 below, any interruption shall not:

22.5.1.1 be considered an eviction or disturbance of Tenant's use and possession of the Premises;

22.5.1.2 make Landlord liable to Tenant for damages;

22.5.1.3 abate Rent or Additional Rent; or

22.5.1.4 relieve Tenant from performing Tenant's Lease obligations.

22.5.2 Remedy. If any essential services (such as HVAC, passenger elevators, if necessary, for reasonable access, electricity, water) supplied by Landlord are interrupted, and the interruption does not result from the negligence or willful misconduct of Tenant, its employees, invitees, or agents. Tenant shall be entitled to an abatement of Rent and Additional Rent. The abatement shall begin on the seventh (7th) consecutive business day of the interruption or when Tenant stops using the Premises because of the interruption, whichever is later. The abatement shall end when the services are restored. Tenant shall not have the right to cancel the Lease.

22.6 **TELECOMMUNICATIONS.** In addition to Rent, Tenant shall pay the actual charge for telecommunications services in the Premises, including, but not limited to, the cost of installing any necessary additional telephone or telecommunications riser capacity as reasonably determined by Landlord. In addition, Tenant shall pay for any intra-building telephone and network cabling installed to exclusively serve all or any portion of the Premises, whether or not fully contained within the Premises, including all distribution throughout the Premises, from Tenant's own telephone system. All contractors retained by Tenant to make repairs to any portion of the intra-building telephone network system servicing the Premises shall be subject to the approval of Landlord, whose approval shall not be unreasonably withheld. Landlord shall not be liable for any loss or damage to Tenant or Tenant's employees or their respective property or business, and Tenant shall not be entitled to any abatement or reduction of rent as a result of Landlord's failure to provide access, utilities, or services that Landlord is required to provide hereunder, if any, when such failure is due to any cause beyond Landlord's reasonable control (including, without limitation, accident, breakage, repairs, shortage of materials or supplies, strike, lockout, boycott, labor dispute, fire, earthquake, acts of God, rioting, insurrection, war, government action, and acts of public enemy)

23. **INDEMNIFICATION AND WAIVER.** Landlord shall not be liable for and Tenant hereby waives all claims against Landlord for damage to any property or injury, illness or death of any person in, upon, or about the Premises arising at any time and from any cause whatsoever other than damages proximately caused by reason of the negligence or willful misconduct of landlord or its agents and employees. Tenant shall indemnify, defend, and protect Landlord, its successors, assigns, officers, directors, shareholders, partners and employees (collectively the "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy of the Premises during the Term of this Lease, including, without

limiting the generality of the foregoing: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy of the Premises by Tenant or any person claiming by, through or under Tenant; (c) the condition of the Premises or any occurrence or happening on the Premises from any cause whatsoever, except as may be due to the gross negligence or willful misconduct of Landlord or its agents and employees and except to the extent such condition shall have existed prior to the occupancy by Tenant of the Premises; or (d) any acts, omissions or negligence of Tenant or any person validly claiming by, through or under Tenant or Tenant's Employees or any such person, in, on or about the Premises either prior to, during, or after the expiration of the Lease Term, including, without limitation, any acts, omissions or negligence in the making or performance of any alterations, provided, however, that the foregoing indemnification shall not apply to damages proximately caused by reason of the negligence or willful misconduct of any of the Indemnified Parties. This provisions of this Article shall survive the expiration or sooner termination of this Lease.

24. **EMINENT DOMAIN.** If any part of the Premises or more than ten percent (10%) of the Common Areas of the Building shall be taken or condemned for the public or quasi-public use, and a part hereof remains which is susceptible of occupation hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemner, and the Rent payable hereunder shall be adjusted so that the tenant shall be required to pay for the remainder of the Term only such portion of such Rent as the value of the part of the Premises remaining after the condemnation bears to the value of the entire Premises at the date of condemnation; but in such event, Landlord shall have the option to terminate this Lease as of the date when title to the part so condemned vests in the condemner. If all of the Premises, or such part thereof be taken or condemned so that there does not remain a portion susceptible for occupation hereunder, this Lease shall thereupon terminate. If a part of all the Premises shall be taken or condemned, compensation awarded upon such condemnation or taking shall be paid to Landlord; Tenant shall have no claim of entitlement thereto, and Tenant hereby irrevocably assigns and transfers to Landlord any right to compensation of all or part of the Premises or a conveyance in lieu thereof.

25. **HOLDING OVER.** If Tenant holds over after the expiration or earlier termination of this Lease with the consent of Landlord, expressed or implied, Tenant shall become a tenant from month to month only upon each and all of the terms hereof as may be applicable to such month-to-month tenancy, provided, however, that such month-to-month tenancy shall be at a minimum rental equal to one hundred fifty percent (150%) of the Rent under this Lease prior to holding over. Any such holding over shall not be deemed to constitute an extension of this Lease. Such monthly installments of Rent shall be payable in advance on or before the first day of each month.

26. **RIGHTS OF LANDLORD.**

26.1 Landlord reserves the following rights:

26.1.1 to change the name of the Building without notice or liability to Tenant;

26.1.2 designate all sources furnishing signs or lettering used on the Premises;

26.1.3 constantly to have pass keys to the Premises;

26.1.4 to enter the Premises at any time and in non-emergency situations after reasonable verbal or written notice for inspection, repairs, alterations, or additions to the Premises or the Building in which the Premises are situated, to show the Premises to others, to affix and display "For Rent" signs, and for any purpose whatsoever related to the safety, protection, preservation, or maintenance of the Premises, the Building, or Landlord's interest therein, without being deemed guilty of an eviction or disturbance of Tenant's use and possession of the Premises, and without being liable in any manner to the Tenant on account thereof;

26.1.5 at any time, and from time to time, whether at the instance of Landlord or pursuant to any governmental requirements, at Landlord's expense, to make repairs, alterations, additions, or improvements or decorating, whether structural or otherwise, in or to the Building or any part thereof, including the Premises.

26.2 Without limiting the generality of the foregoing rights, Landlord shall specifically have the right to remove, alter, improve or rebuild the Building or any part or parts thereof. Landlord shall not be liable to Tenant for any expense, injury, loss or damage resulting from any work so done in, to or about the. Premises or the Building or any adjacent or nearby building, land, street, or alley, and any and all claims against the Landlord for any such liability, it being agreed that Tenant hereby expressly waives and releases Landlord from such liability. In connection with making repairs, alterations, additions or improvements to the Premises pursuant to the terms of this Article, the Landlord shall have the right of access to the Premises as well as the right to enter into and upon and through the Premises or any other part of the Building with all materials that may be required to make such repairs, alterations, additions, or improvements, as well as the right, in the course of such work, to close entrances, doors, corridors, elevators, or other Building facilities or temporarily abate the operation of such facilities without being deemed or held guilty of an eviction of Tenant and without liability to Tenant for any resulting interference with the business of Tenant or inconvenience or annoyance to Tenant, its employers, agents, and invitees. The Rent reserved herein shall in no way abate while said repairs, alterations, additions or improvements are being made and Tenant shall not be entitled to any offset or to maintain a claim or cross-claim in any action against Landlord for damages of any kind by reason thereof, it being agreed by Tenant that all such claims are hereby expressly waived and released by Tenant. However, all such work shall be done in a manner as to cause Tenant the least amount of inconvenience as is practicable. Landlord reserves and shall have the right to enter upon the Premises for the purposes of posting and maintaining such notices on the Premises as may be necessary to protect Landlord against mechanic's, materialmen's or other liens and any other notices that may be proper and necessary. Landlord further reserves the right and shall have the right to move Tenant to other quarters in the Building, which quarters shall be of like space and of approximately the same size and area, at Landlord's expense, upon sixty (60) days' notice in writing if Landlord deems it necessary in order to accomplish any repairs, alterations or additions to the Premises.

26.3 The Landlord agrees that if the Landlord, during the Term of this Lease, shall be required by the City of Palm Desert, County of Riverside, State of California, or any other governmental bod., or by any order or decree of any court or any other governmental authority having jurisdiction to repair, alter, remove, reconstruct, or improve any part of the Premises or the Building, then such repair, altering of, removal, reconstruction or improvement may be made by and at the expense of the Landlord, and shall not in any way affect the obligations or covenants of Tenant herein contained, and Tenant hereby waives all claims for damages or right to entitlement to abatement of Rent because of such work.

27. **SEVERABILITY.** In the event any covenant or condition herein contained is held to be valid or void by any court of competent jurisdiction, the invalidity of any such covenant or condition shall in no way affect any other covenant or condition herein contained.

28. **SUCCESSORS.** The words "Landlord" and "Tenant" as used herein, include, apply to, and bind and inure to the benefit of the heirs, executors, administrators, assigns, and successors of the Landlord and Tenant, subject to the aforementioned restrictions on assignment of this Lease on the part of Tenant; provided, however, that Landlord shall have no liability for any act or omission occurring after Landlord is no longer the owner of the Premises.

29. **WAIVER.** No modification, alteration, or waiver of any term, covenant, or condition of this Lease shall be valid unless in writing, subscribed by the Landlord or by the Landlord's agent. No waiver of a breach of any covenant or condition shall be construed to be a waiver of any succeeding breach. No act, delay or omission, done, suffered, or permitted by Landlord shall be deemed to exhaust or impair any right, remedy, or power of Landlord hereunder. It is further understood and agreed that this Lease contains the entire agreement of the parties hereto and that no representative or officer of the Landlord has any power to change, modify, or make any other terms or representations whatsoever other than those herein set forth.

30. **COVENANT AND WAIVER BY TENANT.**

30.1 Tenant covenants to hold Landlord free and harmless from all loss or damage resulting from Tenant's violation of any term or provision of this Lease, misuse or neglect of said Premises or appurtenances thereto and from all claims arising out of any alleged defective or unsafe condition thereof. Tenant, on Tenant's behalf and on behalf of Tenant's agents, employees, servants, business guests, invitees, and a" others claiming the

right to occupy or use the Premises, covenants not to sue Landlord and hereby waives and agrees to indemnify Landlord against all claims against Landlord: (a) for damage to all personal property and trade fixtures in and about the Premises whether arising from water leakage or otherwise; (b) for injuries to any persons claiming a right to be on the Premises arising out of any cause at any time whether known or unknown to Landlord, including, but not limited to, the use, misuse, condition, or state of repair of the Premises or any part thereof; and (c) for loss of Tenant's profits at any time from any cause.

30.2 This covenant and waiver is complete and includes a waiver of claims arising out of damage by the use, condition, or state of the Premises or any part thereof although the cause of such damage may be so situated that Tenant has no access to or means of repairing the same.

31. **NOTICES.**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. In lieu of mailing, either party may cause delivery of such notices, demands and requests to be made by personal service, telegraph or air freight, provided that written proof of delivery is given to the sender. All such notices, demands, and requests shall be delivered as follows:

If to Tenant: Conrado E. Barzaga, CEO
41550 Eclectic St.
Palm Desert, CA 92260
Telephone
Email: CBarzaga@DHCD.org

If to Landlord: Regional Access Project Foundation
Attn: Mireya Reyes
Address: 41550 Eclectic St.
Palm Desert, CA 92260
Telephone: (760) 674-9992
Email: MReyes@RAPFoundation.org

All notices shall be effective upon delivery or on the date delivery is refused by the receiving party. Either party may change its notice address upon written notice to the other party.

32. **RIGHT OF REPOSSESSION.** If, in compliance with any law or ordinance now or hereafter enacted, or if required to comply with the directions or requirements of any public officer, board or commission, it becomes necessary for Landlord to acquire permanently all or any portion of the Premises, Landlord or its assigns shall have the right to repossess the Premises, or any portion thereof, at any time upon sixty (60) days' written notice to Tenant, and when said Premises shall have been so permanently repossessed, the Landlord shall, in lieu of any time upon sixty (60) days' written notice to Tenant, and when said Premises shall have been so permanently repossessed, the Landlord shall, in lieu of any and all claims for damages, allow Tenant a credit on Tenant's Rent in the proportion that the portion of the Premises so taken bears to the whole of the Premises; provided, however, that if the space taken is of such an amount and size as to make the remaining space undesirable to the Tenant, then Landlord, upon thirty (30) days' written notice from Tenant, will endeavor, if available, to furnish Tenant with comparable space elsewhere in the Building and to move Tenant in such new space provided this Lease and each and all of the terms, covenants, and conditions thereof, shall thereupon remain in full force and effect and be deemed applicable to such new space; provided, however, that if Landlord shall be unable to provide Tenant with such other space, then this Lease shall thereupon cease and terminate. No exercise by Landlord of any right herein reserved shall entitle Tenant to damages for any injury or inconvenience occasioned thereby, or shall Tenant by reason thereof be entitled to any abatement in Rent (except as above set forth in case of taking of space permanently).

33. **RIGHT OF RELOCATION.**

33.1 Landlord shall have the right to relocate the Premises to another part of the Building on the following terms and conditions:

33.1.1 The new premises shall be substantially the same in size, dimensions, configuration, decor, and quality as the Premises described in this Lease, and shall be placed in that condition by Landlord at its cost;

33.1.2 The physical relocation of the Premises shall be accomplished by Landlord at its cost;

33.1.3 Landlord shall give Tenant at least sixty (60) day notice of Landlord's intention to relocate the Premises;

33.1.4 The physical relocation of the Premises shall take place on a weekend, if practicable, and shall be accomplished as quickly as reasonably practicable;

33.1.5 All documented, reasonable and actual out-of-pocket costs incurred by Tenant as a result of the relocation, including, without limitation, costs incurred in changing addresses on Tenant's then present stock of stationery and business cards, directories, advertising, and other such items, but excluding any lost revenues or any intangible costs, shall be paid by Landlord;

33.1.6 If the relocated premises are smaller than the Premises as they existed before the relocation, Rent shall be reduced to a sum computed by multiplying the Rent by a fraction, the numerator of which shall be the total number of Rentable Square Feet in the relocated premises, and the denominator of which shall be the total number of Rentable Square Feet in the Premises before relocation; and

33.1.7 The parties shall immediately execute an amendment to this Lease stating the relocation of the Premises and the reduction of the Rent, if any.

33.2 The right of Landlord to relocate the Premises as set forth herein shall be limited to one (1) time during the Term of this Lease and in the event the Term of this Lease shall, pursuant to mutual agreement by Landlord and Tenant, extend beyond a period of one (1) year, Landlord shall no longer have the right to relocate the Premises.

34. **OMITTED.**

35. **CO-TENANTS.** All persons comprising Tenant, together with all assignees, should Landlord elect to treat said assignees as Tenants, are to be held and hereby agree to be held jointly and severally liable for the payment of Rent and the faithful fulfillment of all the covenants, terms, and conditions of this Lease.

36. **NON-LIABILITY OF LANDLORD-INSURANCE.**

36.1 Tenant shall, during the term hereof and any other period of occupancy, at its sole cost and expense, keep in full force and effect the following insurance:

36.1.1 Standard form property insurance insuring against the perils of fire, extended coverage, vandalism, malicious mischief, special extended coverage ("All-Risk") and sprinkler leakage. This insurance policy shall be upon all property owned by Tenant, for which Tenant is legally liable or that was installed at Tenant's expense, and which is located in the Building including, without limitation, furniture, fittings, installations, fixtures, and any other personal property, in an amount not less than ninety percent (90%) of the full replacement costs, the decision of Landlord or any mortgages of Landlord shall be conclusive. This insurance policy shall also be upon direct or indirect loss of Tenant's earnings attributable to Tenant's inability to use fully or obtain access to the

Premises or Building in an amount as will properly reimburse Tenant. Such policy shall name Landlord and any mortgagees of Landlord as Insured parties, as their respective interests may appear.

36.1.2 Commercial General Liability Insurance insuring Tenant against liability arising out of the Lease, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of One Million Dollars (\$1,000,000) Combined Single Limit for injury to, or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence, with such liability amount to be adjusted from year to year to reflect increases in the Consumer Price Index. The policy shall insure the hazards of Premises and operations, independent contractors, contractual liability, and shall (a) name Landlord as an additional insured, (b) contain loss liability provisions, and (c) contain a provision that "the insurance provided the Landlord hereunder shall be primarily and non-contributing with any other insurance (as required by state law).

36.1.3 Workmen's Compensation and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000).

36.1.4 Any other form or forms of insurance as Tenant or Landlord or any mortgagees of Landlord may reasonably require from time to time, in amounts and for insurance risks against which a prudent Tenant would protect itself.

36.2 All policies shall be written in a form satisfactory to Landlord and shall be taken out with insurance companies holding a General Policyholders Rating of "A-" and a Financial Rating of "X" or better, as set forth in the most current issue of Bests Insurance Guide. Within ten (10) days after the execution of this Lease, Tenant shall deliver to Landlord copies of policies or certificates evidencing the existence of the amounts and forms of coverage satisfactory to Landlord. No such policy shall be cancelable or reducible in coverage except after thirty (30) days' prior written notice to Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant as Additional Rent. If Landlord obtains any insurance that is the responsibility of Tenant, a written statement setting forth the cost of any such insurance and showing in reasonable detail the manner in which it has been computed shall be delivered to Tenant for payment.

37. **LANDLORD'S INSURANCE.** Landlord shall at all times during the Term hereof maintain in effect a policy or policies of "All Risk" insurance covering the Building in an amount not less than eighty percent (80%) of full replacement cost providing protection against any peril generally included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief. In addition, Landlord may carry other insurance, within its sole discretion, on the Premises (including, but not limited to, rental and earthquake insurance). Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of any so-called blanket policy or policies of insurance carrier and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

38. **ACM DISCLOSURE INTENTIONALLY OMITTED.**

39. **NO HAZARDOUS SUBSTANCE.** Tenant shall not in violation of any applicable laws use, store, manufacture, dispose, spill, release, transfer to or from, or allow to exist on or about the Premises or the Premises' plumbing system any Hazardous Substance (as hereinafter defined); provided, however Tenant may, in accordance with all applicable laws, use and store ordinary and customary amounts of office, household, and consumer goods normally used in the course of Tenant's business permitted to be conducted on the Premises, if such use and storage does not expose the Premises to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. The term "Hazardous Substance" shall mean any product, substance, chemical, material, or waste the presence, nature, quantity and/or intensity of which, either by itself or in combination with other material or materials, (a) requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or (b) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state, or local statute, regulation, rule, or ordinance now in

effect or hereinafter enacted, as the same may be amended from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.). Hazardous substances shall include, but shall not be limited to hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products or fractions thereof, polychlorinated biphenyls asbestos, urea formaldehyde foam insulation, and radon gas.

40. **TIME OF THE ESSENCE.** Time of performance of all the provisions of this Lease is the essence of this Lease and each term and provision hereof is a condition precedent on the part of Tenant, breach of which shall be a material breach of this Lease.

41. **COMPLIANCE.** Tenant agrees to comply with all laws and ordinances and air regulations and requirements of municipal, state, and federal governments, boards, and authorities relative to the Tenant's occupancy of the Premises or to the business to be conducted therein.

42. **BUILDING RULES.** The Tenant hereby promises and agrees to keep and perform each and all of the rules and regulations of the Building hereinafter set forth which are attached hereto as Exhibit "C" and made a part of this Lease. The Landlord shall have the right from time to time and at any time to modify or amend said rules and to make other and different reasonable rules and regulations limiting, restricting, and regulating the privileges of tenants in the Building, and all such rules and regulations so made by the Landlord, after notice thereof to the Tenant, shall be binding upon the Tenant and become conditions of the Tenant's tenancy and covenants on the part of and to be performed by the Tenant.

43. **GENDER.** In this Lease, whenever the context so required the masculine gender herein used shall include the feminine or neuter and the singular number shall include the plural.

44. **OMITTED.**

45. **OFFSET STATEMENT.** At any time and from time to time, at the request of either party, the other party shall provide an offset statement certifying that this Lease is in full force and effect (if such be the case) and that there are no breaches by either party or offsets in favor of either party other than those set forth and such other provisions as Landlord may request.

46. **OMITTED.**

47. **OMITTED.**

48. **WAIVER OF JURY.** LANDLORD AND TENANT DO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR) IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

49. **HOLD HARMLESS.** Tenant acknowledges that Tenant has had the opportunity to discuss the terms of this Lease with an Attorney at Law throughout the negotiations and up and through the time signatures are affixed to the Lease document. Thus, Tenant acknowledges that Tenant has not relied on any representation or statements from Landlord not contained within this Lease.

50. **OMITTED.**

51. **EXHIBITS.** All exhibits and addenda attached to this Lease, if any, are incorporated herein by this reference and shall be deemed a part of this Lease.

52. **DESCRIPTIVE TITLES.** The descriptive titles used in this Lease are for convenience in reference only and are not a substantive part of this Lease. No reference thereto shall be made in interpreting this Lease.

53. **OMITTED.**

54. **LEASE EXECUTION.** This Lease shall not be effective until it has been executed by Landlord and an executed copy delivered by Landlord to Tenant.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

“Landlord”
Regional Access Project Foundation, a
California Non-Profit Corporation

By: _____ Date: _____

Name: Mireya Reyes
Title: Facilities Manager

“Tenant”
Desert Healthcare District

_____ Date: _____

By: Conrado E. Barzaga
Title: CEO

EXHIBIT "A"

BUILDING RULES AND REGULATIONS WHICH CONSTITUTE A PART OF THE LEASE

1. The Tenant, and the Tenant's employees, shall not loiter in the entrance of corridors, or in any way obstruct the sidewalks, entry passages, halls, stairways and elevators, and shall use the same only as passage and means of passage to and from their respective offices.
2. The sash doors, sashes, windows, glass doors, lights, and skylights that reflect or admit light in the halls or other places of the Building, shall not be covered or obstructed.
3. The set-basins, sinks, slop-hoppers, water-closets or urinals shall not be used for any purpose other than that for which they were constructed, and no material or substances of any kind shall be thrown into them which will cause or tend to cause said set-basins, sinks, slop-hoppers, water-closets or urinals, or the waste pipes, fittings and traps connecting therewith, to become stopped or clogged, and no material or substances of any kind shall be thrown into such set-basins, sinks, slop-hoppers, water-closets or urinals which would damage or destroy said fixtures or the waste pipes, fittings and traps connecting therewith. The expense of any breakage, stoppage or damage from a violation of this rule shall be borne by the tenant who has caused such breakage, stoppage, or damage. Waste and excessive or unusual use of water, heat or compressed air will not be allowed.
4. No awning, shade, sign, advertisement, or notice shall be inscribed, painted or affixed on or to any part of the outside or inside of the Building except by the written consent of the Landlord, and except it be of such color and style and in such place upon or in the Building, as may be designated by the Landlord. If the Tenant desires window curtains in addition to those already in and owned by the Landlord, they must be of such uniform shape, color, material and make as may be prescribed by the Landlord and must be put up in the manner as directed by the Landlord, and paid for by the Tenant. All signs and doors or window glass will be installed for the Tenant by the Landlord, but the cost of installation will be paid by the Tenant.
5. When electric wiring of any kind is introduced, it must be connected as directed by the Landlord. and no boring or cutting or wires will be allowed except with the consent of the Landlord. The location of telephones, telegraph instruments, electric appliances, call boxes, etc., shall be prescribed by the Landlord. No apparatus of any kind shall be connected with the electric wiring without the written consent of the Landlord. The Tenant agrees not to use or connect with the electric wires, any more lights than are provided for in each room or any electric lamp or higher wattage more than provided, or any fans, motor or other apparatus without the written consent of the Landlord. The tenant agrees not to connect with the water pipes any apparatus using water, without the written consent of the Landlord.
6. The Tenant shall not in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work.
7. Waste or unnecessary use of electric light is prohibited. Extra lamps for special lighting, floor and desk lamps will not be supplied by Landlord.
8. The Tenant shall not do anything in the Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance, or which shall conflict with the regulation of any governing body or public authority the laws, rules or regulations, thereof, or with any insurance policy on the Building or any part thereof, or with any rules or ordinances established by the Board of Health; and they shall not use any machinery therein which may be cause any noise or jar, or tremor to the floors or walls, or which by its weight might injure the floors of the Buildings.

9. The Landlord shall prescribe the weight, size and position of all safes used in the Building by putting in or taking out, or maintaining a safe, shall be repaired at the expense of the Tenant. Articles of unusual size and weight are not permitted in the Building.

10. The Tenant shall not employ any person or persons other than the janitors of the Landlord for the purpose of cleaning up the Leased Premises without Landlord's written consent. The Landlord shall be in no way responsible to Tenant for any loss of property from the Leased Premises, however occurring, nor for any damage done to the effects of Tenant by the janitor or any of his employees, or by any other person or any other cause. Janitor's service will not include the beating of carpets and rugs, or washing or shampooing of carpets and rugs.

11. The Tenant and the Tenant's officers, agents and employees, shall not make nor permit any improper noises in the Building nor interfere in any way with other tenants or those having business with them, nor bring into nor keep within the Building any animal or bird. The Tenant and the Tenant's officers, agents and employees, shall not throw cigar or cigarette butts or other substances of any kind, out of the windows or doors, or down the passageways of the Building, or sit on, or place anything upon the window sills or outside ledges.

12. The Tenant shall not conduct any auction on said Premises.

13. All freight must be removed into, within or out of the Building under the supervision of the Landlord, and according to such regulations as may be posted in the Office of the Building, but the Landlord will not be responsible for the loss or damage to such freight from any cause. No furniture or equipment of any kind shall be brought into or removed from the Building without the consent of the Landlord or its agent, and all moving of furniture or equipment into or out of the Building by tenants, shall be done at such time and in such manner as may be directed by the Landlord or its agents.

14. The requirements of the Tenant will be attended to only upon application at the Office of the Building. Employees shall not perform any work nor do anything outside of their regular duties unless under special instruction from the Office, and no employee shall admit any person (Tenant or otherwise) to any office without specific instructions from the Office of the Building.

15. All keys shall be obtained from the Landlord and all keys shall be returned to the Landlord upon the termination of this Lease. The Tenant shall not change the locks or install other locks on the doors without written Permission from Landlord and Tenant shall key deadbolt and passage locks to Building masters and furnish Landlord with five (5) copies of any passage lock key.

16. The Landlord reserves the right at any time to change or rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Landlord's judgment may from time to time be necessary for the safety, care, and cleanliness of the Premises, and for the preservation of good order therein.

17. Tenant shall see that the windows and doors of said Leased Premises are closed and securely locked before leaving the Building, and, when a watchman is not in charge after business hours, including the common hallway doors of the Building.

18. Tenant shall give prompt written notice of any accident to or defects in the plumbing, water pipes, electric wires, or heating apparatus, so that same may be attended promptly.

19. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Premises of the Building.

20. No cooking shall be done or permitted by the Tenant on the Premises, nor shall the Premises be used for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

21. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by the Landlord,

22. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building, or to the halls, corridors, elevators or stairways in the Building or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of the tenants and protection of the property in the Building and the Building



**DESERT HEALTHCARE
DISTRICT & FOUNDATION**

Date: April 28, 2020
To: Board of Directors
Subject: FQHC Core Operating Support Grants - Update

- The Desert Healthcare District Board of Directors approved at the March 24, 2020 board meeting to allocate \$550,000 with matching funds of \$50,000 from Regional Access Project Foundation to support local FQHCs.
- Three FQHCs (Borrego Health Foundation, Desert AIDS Project, and Clinicas de Salud del Pueblo) applied to the fund.
- An additional grant of \$350,000 was approved at the April 4 Special Board Meeting to allow FQHCs to acquire additional COVID-19 Tests and make it available to traditionally underserved communities.
- At the April 13 Special Meeting of the Board the following grants were approved:
 - Grant #1081 – \$150,000 – Clinicas Del Salud del Pueblo, Inc.
 - Grant #1083 – \$150,000 – Desert AIDS Project (DAP)
 - Grant #1084 – \$150,000 – Borrego Health Foundation
- These grants will contribute to maintaining health access for vulnerable members of our community, including the homeless, seniors, medically compromised, and communities with limited access to essential services.
- Furthermore, the three FQHCs are working together to extend access to COVID-19 testing to traditionally underserved communities. Antigen (PCR) and Antibody (IgM/IgG) tests are being made available.
- At least six (6) sites are being opened for COVID-19 tests in the following communities: Desert Hot Springs, Cathedral City, Palm Springs, Indio, Coachella, and Mecca.
- Additional planning is ongoing with Growing CV to offer tests to farm workers in our region.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 28, 2020
To: Board of Directors
Subject: Grant #1045 FIND Food Bank: *Ending Hunger Today, Tomorrow, and for a Lifetime* – LATEST ACTIVITIES

Background:

- The Desert Healthcare District Board of Directors approved at the March 24, 2020 board meeting to allocate \$401,380 to FIND Food Bank.
- Debbie Espinosa, CEO, of FIND Food Bank, has provided data and information below on how the grant award has responded to COVID-19 and the implications for healthy food access and security.

Update: *DHCD Grant Period Start Date April 1, 2020*

FOOD DISTRBUTION:

The DHCD grant proposal was submitted in November 2019 for consideration (pre COVID-19). The grant proposal focused on sustaining the collective work of FIND as the Regional Food Bank and its distribution network of over 100 partner agency sites to ensure that the barriers to receive nutritious, healthy food in the form of Fresh Produce continued to be achieved. The funds would allow FIND to acquire, process and distribute the produce for the DHCD Western section of their service area. FIND could then leverage these dollars to do the same for the East side of the DHCD section of their service area. Thus, giving a stable platform of equitable access to fresh produce to all areas of the DHCD service area.

Target Goal was 5,000,000lbs of fresh produce distributed throughout the Valley (approximately 416,000lbs of fresh produce per month).

With DHCD's March board meeting approval of the grant proposal to fund FIND's regular work (pre-COVID 19), it not only gave FIND and its agency network a stable platform to serve clients through their normal course of business, but also the strong foundation to respond to the COVID-19 epidemic.

Typically FIND distributes approximately 417,000 lbs. of produce per month to clients and to its agency food pantry network. Between April 1-April 17, 2020 (the first 17 days of the funding period):

- *FIND has already distributed over 481,000 lbs. of fresh produce to the community in response to the economic impact of COVID-19 and the increased need for food.*
- *FIND projects that by the end of April, over 600,000lbs of produce will be distributed, a 43% increase over its average.*

Without DHCD's support of FIND's normal course of business, FIND's ability to respond to the increased need that COVID-19 has produced would have greatly stifled our work, thus decreasing the overall distribution of food into the community.

Service #'s from 4/1-17, 2020 (@ 50% of agencies reporting in and 55% total distributions for the month:

*DHCD Western District Households served: 9752
DHCD Western District People Served: 34,964
FIND Total Service area Households served: 17,934
FIND Total Service area People served: 68,708*

Month of March 2019 comparison to Month of March 2020 Comparison

*March 2019 people served 87,998 (100% agencies reporting)
March 2020 people served 110,224 (90% agencies reporting)
Up 20% +*

*Distribution sites – Large format:
FIND Rapid Response Community Mobile Markets (R2CMMS'): 18
FIND Community Mobile Markets: 30
TOTAL FIND and Agency network Sites in operation: 118*

*Distribution sites – Small Format:
FIND Rapid Response Home Delivery (R2HD) program for isolated homebound and disabled seniors – 65-person case load + 2 Community partners – DOHC and Cardiff Limos
FIND R2HD program for migrant farm worker, immigrant communities and contaminated well water sites- East Valley / USDA RFAP Boxes – 22 community small drop format distributions directly into housing community and housing units. 3 Partner organizations – Alianza, Narrow Door and ECVLCJA
Launching 6 new FIND R2HD small drop format sites in low income senior housing complex in La Quinta – Partner – City of La Quinta*

Fiscal Impact: NONE: Allocated from the Desert Healthcare District FY19/20 grant budget



April 27, 2020

To the Board of the Desert Health Care District:

I regret due to schedule conflicts during the ongoing COVID-19 emergency response that I am unable to appear at this meeting. This brief written report will hopefully serve to update the Board regarding the County's current activities during the pandemic.

As of this morning the County of Riverside has recorded 3,643 cases of COVID-19 and 141 associated deaths, with 1,245 individuals considered recovered by the Department of Public Health based on symptomatology and timeframe. Countywide, at least 43,518 tests have been performed between various public and private sources, which equates to approximately 1.8% of the County population.

The county is operating four PCR swab "drive-up" test sites, three in western County (Lake Elsinore, Riverside and Perris), and one in east County (Indio), and we recently concluded a four-day popup testing site in Blythe. These sites operate invariably at or near capacity and the county is able to see approximately 2,200 testees through these sites per day. A portion of the Lake Elsinore site is operated by Google Verily's Project Baseline and has different clinical criteria, but the other locations accept anyone interested in testing, including pediatric and asymptomatic individuals. There is no charge to those who are tested.

Our hospitals, including those in the Coachella Valley and within the boundaries of the DHCD, have not experienced the surge that we had feared. Indeed, due to what we believe are concerns over being exposed to COVID-19, hospitals, ICUs, EDs and even many outpatient clinics are not currently at capacity. The Riverside County Emergency Medical Services Agency receives this information daily. On the other hand, there continue to be sporadic outbreaks in our subacute and long-term care facilities which have not only affected their residents but also led to sometimes significant levels of staff absenteeism. The evacuation of the Magnolia Rehabilitation & Nursing Center in Riverside due to safety and absenteeism issues was an extraordinary event the County endeavours not to see repeated. To help maintain distressed facilities' operations, the Emergency Operations Center has created the SNF Outreach and Support team to ensure these facilities have sufficient PPE and assess their staffing, and where a critical staff shortage imminently exists, the Quick Response Force acts as a staff "strike team" to provide temporary staffing until the facility is able to stand up an alternative. SOS and QRF teams serve and have been deployed countywide, including in the Coachella Valley.

When a case is discovered in a subacute or long-term care facility the Department also ensures that affected residents are tested as soon as possible. We maintain an extremely conservative definition for who might be a contact, and in many facilities we end up testing all residents as a precaution. We recognize the exceptional medical vulnerability of our senior citizens, and these tests are prioritized by using our own public health laboratory resources rather than sending them to a commercial lab such that we maintain custody of the specimen and can move them around in the queue, same as we would for other high priority contacts such as first responders and health care workers. Staff are also tested, including through our county test sites if they are asymptomatic, and promptly excluded if ill or positive.

Kim Saruwatari, M.P.H., Director

Cameron Kaiser, M.D., M.P.H., Public Health Officer



As standard operating procedure, affected facilities are closed to new admissions, transfers except to higher levels of care are restricted and staff are limited to work at that specific facility.

Although Riverside County has one of the highest test percentages per capita, and certainly among large jurisdictions, test supply has been a recurrent problem everywhere in the state. Our agreement with a large commercial lab has managed to keep our county throughput high, but other test modalities have been more constricted. In particular, although rapid RT-PCR testing has received much national interest, supplies have been exceptionally limited particularly of the Abbott system. For the foreseeable future the largest volume of direct nucleic acid testing in Riverside County will still be done through the large national commercial labs, with high priority contacts directly run by us in our own public health laboratory.

Much national interest also persists in serology, especially as the national debate continues to rage over expectations of herd immunity and prevalence. In my role as medical director of this response, I state for the record that I support serologic testing generally but not at the expense of PCR, which becomes maximally sensitive sooner and by testing for RNA in respiratory secretions more directly translates into clinical evidence of transmissibility, which is my primary interest in being able to contain expected future outbreaks. Moreover, I'm sure the Board appreciates that long-term immunity to SARS-CoV-2 is by no means proven and there is still substantial controversy as to what level recovered individuals produce antibodies, functional or otherwise, if they consistently do so at all. An individual with positive serology will likely still need PCR testing for public health purposes and I must not sacrifice one for the other.

In a like fashion, estimates of community prevalence by serologic means are subject to significant methodologic concerns. The preliminary results from the Los Angeles County Department of Public Health range between 2.8% and 5.6%, but given that their chosen assay's test specificity may be as "low" as 98.3%, that means up to 1.7% of those tested may be falsely positive. Similar criticism has been leveled at the Santa Clara study as well. I have no reason to believe that Riverside County's actual prevalence is substantially higher than Los Angeles' or Santa Clara's given our much lower population density, and even more so for the Desert Health Care District generally. Furthermore, even taking Los Angeles' numbers at face value, they would suggest that at least 94.4% of our population has never had COVID-19 and therefore would have no immunity of any kind, and emphasizes that casefinding (of which PCR has the best performance) still needs to be of the highest priority to public health both now and in the future as the state considers cautious re-opening. Nevertheless, serologic testing still has an important retrospective role, and I absolutely grant it can be a useful clinical option where other modalities are difficult to implement. To that end, I certainly do support serologic testing where it is available and done legally with well-tested assays run by laboratories of appropriate CLIA complexity.

In the meantime, to improve the county's capacity for daily testing to within the Governor's desired range, the County is working with the state operations center and the California Department of Public Health on additional state-sponsored testing options. These options would again center on PCR to enable fast public health decisions and facilitate a feedback mechanism for a statewide reopening strategy. There are holes of insufficient test access certainly in the west county, but also particularly in the central and eastern county and we are discussing with the state how best to deploy those resources.

Kim Saruwatari, M.P.H., Director

Cameron Kaiser, M.D., M.P.H., Public Health Officer



We estimate up to quadruple the current volume of testing is required for sufficient population surveillance, especially as questions of reinfection and/or a fall resurgence remain unanswered.

Finally, there is substantial pressure from both sides of the political aisle on the county and state plan for reopening, both to make it faster and to slow it down. Governor Newsom's stay-at-home order restricting non-essential activities remains in effect and he has given no indication of when he would plan to rescind it, though he did publicly approve changes made in Ventura County, who opened up golf courses and certain other forms of recreation, allowed non-public businesses to operate with up to 10 staff, and expanded the gathering cap to five people among other changes. Congruent with this change in state guidance, Riverside County also opened up golf courses and clarified appropriate restrictions for parks and recreation, and allowed limited use of community shared private pools. Imperial and San Bernardino counties are or are in the process of making similar changes. However, while I as the county public health officer can always take a stance more restrictive than the state, such as my countywide order requiring face coverings, and cities can be more restrictive still (as is the case, for example, with the City of Palm Springs), the Governor's order is a legal floor which we cannot be below without approval. Therefore, the reopening process is gated and ultimately controlled by the state's actions, and while a regional approach is being explored by CDPH to reflect differences in local epidemiology, central control by the executive branch should still be expected.

The Riverside County Board of Supervisors is of course interested in as quick a return to whatever level of commerce and normal activity is possible while still preserving public health and safety. We are hopeful that the essential vs. non-essential business distinction will give way to more generalized orders emphasizing good infection control processes and continued social distancing. This will naturally change the way much business is conducted, but it will be necessary as the experience of Australia shows us that summer is unlikely to materially slow the virus. As we enter the summer and into the fall, sporadic outbreaks may give way to an autumn-winter resurgence parallel with influenza, which would be of even greater concern to our local and national health forecasts. Nevertheless, our plan is to continue as aggressive a level of containment as we can in this changing epidemiologic and political landscape.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cameron Kaiser".

Cameron Kaiser, MD, MPH, FAAFP
Public Health Officer
County of Riverside



**DESERT HEALTHCARE
DISTRICT & FOUNDATION**

Date: April 28, 2020
To: Board of Directors
Subject: Regional Access Project Foundation ((RAP) COVID-19 Collaborative Fund

Background:

- The Desert Healthcare District Board of Directors approved at the March 24, 2020 board meeting to allocate \$100,000 with matching funds of \$100,000 from Regional Access Project Foundation to create a COVID-19 Collaborative Fund in support of human service providers.
- The Collective Emergency Fund allocation will provide grants up to \$10,000 for basic needs, such as clothing, food, water and other items for at least 20 organizations.
- This fund will contribute to the health and well-being of vulnerable members of our community, including seniors, medically compromised people, and communities with limited access to essential services.
- DHCD and RAPF agreed that RAPF would take responsibility for the organizations they have decided to fund by issuing their own contracts and checks to the organizations chosen to fund as indicated below
- DHCD will do the same - Approve the organizations chosen to fund as indicated below; issue our own standard grant contract; and issue our own checks
- Both organizations have developed a mutually agreed upon progress and/or final report and will ask that the organizations report back at the same time.
- To that end, DHCD staff and RAP staff (with RAP board chair Craig Borba) reviewed the applications received and awarded the following:

Regional Access Project Foundation: a total of \$55,000

1. Angel View - \$10,000
2. SafeHouse - \$10,000
3. LGBTQ Center - \$10,000
4. Jewish Family Service of the Desert – \$10,000
5. JFK Memorial Foundation \$10,000
6. Elder Love -\$5,000

The Desert Healthcare District: a total of \$60,000

1. AIDS Assistance - \$10,000
2. Hope Through Housing - \$10,000
3. Cathedral City Senior Center - \$10,000
4. Joslyn Center \$10,000
5. Mizell Senior Center - \$10,000
6. Well In The Desert - \$10,000

DHCD and RAPF mutually agreed to send declinations to:

1. YMCA of Orange County (out of the service area)
2. Community Partners (not addressing COVID-19)

Two (2) more organizations had requested to apply after the cutoff time of COB 5:00 April 1st. This request was due to technical difficulties in accessing the online portal. We agreed to allow them to apply. The organizations:

1. SAGE Initiative *at the time of this staff report, the organization has not submitted an application*
2. Riverside County Office on Aging *the agency withdrew its request as since submitting the grant request, their role in serving homeless seniors was shifted and the nutrition responsibilities were assigned to another entity.*

Update:

- Currently, \$115,000 of the \$200,000 allocation has been awarded with \$85,000 remaining in the collective fund. RAPF and DHCD “met” on April 21st and agreed to offer additional grant opportunities in support of the COVID-19 relief effort in the Coachella Valley.
- Included is the stipulation that this opportunity to apply remained open to those who will be applying for the first time (first round applicants/awardees are not eligible to reapply).
- The grant time period is for the remaining two months of FY 19/20, with a project end date of June 30.
- The applications are being accepted on ongoing basis, with a deadline to apply by 5 p.m. Monday, April 27.
- RAPF and DHCD will “meet” on April 29 to review, discuss, and finalize grant awards.

Fiscal Impact: NONE: \$100,00 was approved and allocated from the Desert Healthcare District FY19/20 Grant budget.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: April 28, 2020
To: Board of Directors
Subject: Community Donations of Medical and Nonmedical Supplies and Equipment in Response to COVID-19

Staff Recommendation: The Desert Healthcare Foundation has created an opportunity and mechanism for the public to donate medical and nonmedical supplies and equipment needed for the COVID-19 response, with the support of the Desert Care Network. (Informational)

Background:

- On April 1, 2020, the Desert Healthcare Foundation launched an initiative whereby Coachella Valley residents, medical suppliers and other business owners can donate items that have been identified to help provide care to COVID-19 patients and protection for healthcare workers on the frontline. Through media reports, the District and Foundation’s website and various social media posts, the public was asked to contact District and Foundation staff with information about their donations through a special email account, covid19help@dhcd.org.
- Upon receipt of an email, each donor is informed of how and where to deliver their donation, or of the process for arranging a pick-up if requested. Working in concert with Desert Care Network staff, donations can be brought to both Desert Regional Medical Center in Palm Springs and the John F. Kennedy Memorial Hospital in Indio. Promotions of the initiative emphasize that donated items received will be available to all Coachella Valley hospitals, clinics, and other facilities in need.
- Each donor also receives a Foundation tax letter via email or at the time of delivery or pick-up.
- As of April 22, one monetary donation of \$500 was made. Donated items include:
 - N95 masks
 - Gloves
 - CPAP machine
 - Oxygen machine
 - Disposable plates
 - Disposable cups
 - Forks
 - Spoons
 - Household sponges
 - Large men’s socks
 - Toothbrushes
 - Shampoo
 - Razors
 - Deodorant
 - Adult Diapers
 - Used Wheelchair
 - Crutches
 - Commode

Fiscal Impact:
Not Applicable.

LAW OFFICES
JEFFREY G. SCOTT

16935 WEST BERNARDO DRIVE, SUITE 170
SAN DIEGO, CA 92127

JEFFREY G. SCOTT

(858) 675-9896
FAX (858) 675-9897

Of Counsel
JAMES R. DODSON

Date: April 21, 2020

To: Board of Directors
Dr. Conrado E. Barzaga, CEO
Desert Healthcare District/Foundation

From: Jeffrey G. Scott, General Counsel

Re: **Legislative Update – April 2020**

Earlier this month leaders of the Senate and Assembly announced the Legislature was targeting May 4th as their return date. Senate Pro Tem Atkins and Speaker Rendon jointly commented “Our priority continues to be bending the curve of infection. We must continue to support the efforts of our first responders and health care personnel.”

The leaders have also been communicating to their Members to reduce their bill loads to as few as five bills that will be allowed to move forward when they return, also emphasizing the bills needed to be focused on addressing the COVID-19 crisis. The Chair of the Assembly Health Committee sent out a message alerting Members of the Assembly Health Committee that he would be reviewing all bills in his committee and discussing their merits with the authors during this month to determine if they would be heard in committee.

The Department of Finance, who is responsible for managing the Budget, sent out a letter alerting Members of the Legislature that the budget for the 2020-2021 year would be a “workload” budget which would have very little if any new spending. The budget would be focused on the COVID-19 crisis. It has been discussed there may be “Junior Budget bills” in the summertime after the state collects tax revenue which are not due until July 15th. Most insiders are expecting significantly lower revenue numbers from the unprecedented virtual stop in the economy along with the drop in the stock market. California’s unemployment rate is expected to jump to over 20% as more and more people are laid off from their jobs.

Since the Governor declared a state of emergency in early March he has consistently used his authority to waive numerous laws. Earlier this month he announced waiving certain scope of practices provisions. Although the waiver on this has not been approved it is expected he will waive the supervision ratio requirement which currently says a physician may supervise up to four physician assistants and four nurse practitioners at one time. It had been rumored he would allow NPs and PAs to practice independently but that does not appear to be what will be approved.

The Governor has also waived a number of laws around telehealth allowing wider use as a way for patients to continue to receive medical care while adhering to social distancing requirements. As medical practitioners quickly transition to a telehealth model many speculate on the long term impact this will have on how medical treatment is provided in the future.