



**DESERT HEALTHCARE DISTRICT
BOARD MEETING
Board of Directors
October 25, 2022
5:30 P.M.**

In accordance with new authorization signed by the Governor – Executive Order N-17-21 on September 16, 2021 - (AB 361 - Government Code 54953 effective until January 1, 2024), which extends the provisions of the Governor's Executive Order N-29-20 of March 12, 2020, revised on March 18, 2020, and Board-approved Resolution #21-03 on September 26, 2021, teleconferencing 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 can participate by webinar by using the following link:

<https://us02web.zoom.us/j/83756373880?pwd=dTBpVzJxS3M3TFBPZTNwY1J1NTZmUT09>
Password: 929660

Participants will need to download the Zoom app on their devices. Members of the public may also be able to participate by telephone, using the follow dial in information:

Dial in: **(669) 900-6833 or Toll Free (833) 548-0282** To Listen and Address the Board when called upon:
Webinar ID: 837 5637 3880
Password: 929660

You may also email ahayles@dhcd.org with your public comment no later than 4 p.m., Tuesday, 10/25

<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 Borja Roll Call Director De Lara____Director Zendle, MD____ Director Rogers, RN____Director Shorr____ Secretary Zavala____Vice-President PerezGil____President Borja	
	B. PLEDGE OF ALLEGIANCE	
1-3	C. APPROVAL OF AGENDA	Action
	D. PUBLIC COMMENT At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the 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	
4-5	a. Special Meeting of the Board of Directors Closed Session – September 27, 2022	
6-13	b. Board of Directors Meeting – September 27, 2022	
	2. FINANCIALS	
14-37	a. Approval of the September 2022 Financial Statements – F&A Approved October 11, 2022	
	3. LEASES	
38-60	a. LPMP – Lease Renewal – Pathway Pharmaceuticals, Inc. – Suite 1W 101 – 5-year lease renewal	
	4. AGREEMENTS	
61-76	a. Amendment #1 to the consulting services agreement – NPO Centric – no cost time extension 10/01/22 – 9/30/23	
	5. POLICIES	
81-95	a. Policy #OP-05 – Grant & Mini Grant Policy	
96-105	b. Policy #BOD-03 – Appointment & Duties for Committees	
106-109	c. Policy #BOD-07 – Board Meeting Agenda	
110-121	d. Policy #BOD-16 – Proprietary, Confidentiality and Personal Information	
122-129	e. Policy #OP-01 – Access to Public Records	
130-139	f. Policy #OP-03 – Records Retention	
140-161	g. Policy #OP-04 – Electronic Communications Usage and Retention	
162-167	h. Policy #OP-15 – Engagement of the Community, Public, and Subject Matter Experts	
	6. GRANTS	
168-190	a. Grant #1356 Blood Bank AKA Lifestream - \$140,000 for one year – Coachella Valley Therapeutic Apheresis Program – Strategic Plan alignment is Goal #2	
191-215	b. Grant #1362 Jewish Family Service of the Desert - \$160,000 over a two-year period – Mental Health Counseling Services for Underserved Coachella Valley Residents – Strategic Plan alignment is Goal #3	
216-243	c. Grant #1358 Foundation for Palm Springs Unified School District - \$110,000 -School-Based Wellness Center Project – Strategic Plan alignment is Goal #3	
	7. RESOLUTIONS	
244-246	a. Subsequent Emergency Resolution #22-25 Re-Ratifying the State of Emergency and Re-Authorizing Remote Teleconference Meetings	
	F. DESERT HEALTHCARE DISTRICT CEO REPORT	
	– Conrado E. Bárzaga, MD, Chief Executive Officer	
247-248	1. Monkey Pox in the Coachella Valley – Update	Information
249-250	2. Health Care Services to Oasis Mobile Home Park Residents	Information
251-252	3. CEO Community Engagements and District Media Visibility	Information
	G. DESERT REGIONAL MEDICAL CENTER CEO REPORT	
	– Michele Finney, CEO	Information



- H. DESERT REGIONAL MEDICAL CENTER GOVERNING BOARD MEETING** – Les Zendle, MD and Carole Rogers, RN Information
- I. COMMITTEE MEETINGS**
- 1. FINANCE, LEGAL, ADMINISTRATION & REAL ESTATE COMMITTEE** – Chair/Director Arthur Shorr, President Karen Borja, and Director Les Zendle, MD
- 253-260 1. Draft Meeting Minutes – October 11, 2022 Information
- 2. PROGRAM COMMITTEE** – Chair/Vice-President Evett PerezGil, President Karen Borja, and Secretary Carmina Zavala
- 261-266 1. Draft Meeting Minutes – October 11, 2022 Information
- 267 2. Grant Payment Schedule Information
- 268-269 3. Grant applications and Request for Proposals Submitted and Under Review Information
- 270-280 4. Progress and Final Reports Update Information
- 3. BOARD AND STAFF COMMUNICATIONS AND POLICIES COMMITTEE** – Chair/Director Leticia De Lara, Vice-President Evett PerezGil, and Director Les Zendle, MD
- 281-285 1. Draft Meeting Minutes – October 18, 2022 Information
- 286 **J. LEGAL** Information
- K. IMMEDIATE ISSUES AND BOARD COMMENTS**
- L. ADJOURNMENT**

The undersigned certifies that a copy of this agenda was posted in the front entrance to the Desert Healthcare District offices located at 1140 North Indian Canyon Drive, Palm Springs, California, and the front entrance of the Desert Healthcare District office located at the Regional Access Project Foundation, 41550 Eclectic Street, Suite G 100, Palm Desert California at least 72 hours prior to the meeting. If you have a disability which requires an accommodation to enable you to participate in this meeting, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer, at ahayles@dhcd.org or call (760) 567-0298 at least 72 hours prior to the meeting.

Andrea S. Hayles

Andrea S. Hayles, Board Relations Officer



**DESERT HEALTHCARE DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
September 27, 2022**

Directors Present – Video Conference	District Staff Present – Video Conference	Absent
President Karen Borja Vice-President Evett PerezGil Secretary Carmina Zavala, PsyD Director Arthur Shorr Director Carole Rogers, RN Director Les Zendle, MD Director Leticia De Lara, MPA	Conrado E. Bárzaga, MD, CEO Chris Christensen, CAO Andrea S. Hayles, Board Relations Officer <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President Borja called the meeting to order at 5:00 p.m. The Clerk of the Board called the roll with all directors present.	
B. Pledge of Allegiance	President Borja excluded the Pledge of Allegiance for time constraint purposes.	
C. Approval of Agenda	President Borja asked for a motion to approve the agenda.	#22-20 MOTION WAS MADE by Director Zendle and seconded by Director Rogers to approve the agenda. Motion passed unanimously. AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
D. Public Comment	There were no public comments	
E. Convene to Closed Session of the Desert Healthcare District Board of Directors 1. PURSUANT TO GOVERNMENT CODE 32106. Report involving trade secrets pursuant to health & safety code section 32106– report will concern a proposed	President Borja asked for a motion to convene to closed session of the Board of Directors meeting. Director De Lara recused herself from the	#22-21 MOTION WAS MADE by Director Zendle and seconded by Director De Lara to convene the Board to Closed Session pursuant to Government Code 54957. Motion passed unanimously. AYES – 7 President Borja, Vice-President PerezGil, Secretary



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SPECIAL BOARD OF DIRECTORS MEETING MINUTES
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new program, facility, and service (discussion only, no action will be taken). Estimated date of disclosure: To Be Determined	discussion as a member of the Innercare Board.	Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
F. Reconvene to Open Session of the Desert Healthcare District Board of Directors	The Board reconvened to open session of the Board of Directors meeting. During open session, the board made a consensus to move forward with the next steps.	
G. Report After Closed Session	Counsel Scott reported that pursuant to health & safety code section 32106 trade secrets, the Board discussed a proposed new program, facilities, and services.	
H. Adjournment	President Borja adjourned the meeting at 5:23 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

ATTEST: _____

Carmina Zavala, PsyD, Secretary
Desert Healthcare District Board of Directors

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



**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING MINUTES
September 27, 2022**

Directors Present – Video Conference	District Staff Present – Video Conference	Absent
President Karen Borja Vice-President Evett PerezGil Secretary Carmina Zavala, PsyD Director Arthur Shorr Director Carole Rogers, RN Director Les Zendle, MD Director Leticia De Lara, MPA	Conrado E. Bárzaga, MD, CEO Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, MPH, Chief of Community Engagement Jana Trew, Senior Program Officer Will Dean, Marketing and Communications Director Andrea S. Hayles, Board Relations Officer <u>Legal Counsel</u> Jeff Scott	

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President Borja called the meeting to order at 5:30 p.m. The Clerk of the Board called the roll with all directors present except Vice-President PerezGil, who joined shortly after the roll call due to technical difficulties.	
B. Pledge of Allegiance	President Borja led the pledge of allegiance.	
C. Approval of Agenda	President Boja asked for a motion to approve the agenda.	#22-24 MOTION WAS MADE by Director De Lara and seconded by Director Rogers to approve the agenda. Motion passed unanimously. AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0
D. Public Comment	There were no public comments.	

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<p>E. Consent Agenda</p> <p>1. BOARD MINUTES</p> <p>a. Special Meeting of the Board of Directors Closed Session – July 27, 2022</p> <p>b. Board of Directors Meeting – July 27, 2022</p> <p>2. FINANCIALS</p> <p>a. Approval of the July & August 2022 Financial Statements – F&A Approved September 13, 2022</p> <p>3. AGREEMENTS</p> <p>a. Kaufman Hall & Associates – Addendum #4 – September 2022 through December 2022 – \$300,000</p> <p>4. GRANTS</p> <p>a. Grant #1350 JFK Memorial Foundation – Behavioral Health Awareness and Education Program – \$57,541</p> <p>b. Grant #1355 Joslyn Center – The Joslyn Wellness Center – \$85,000</p> <p>c. Grant #1361 DAP Health – DAP Health Monkeypox Virus Response – \$586,727</p> <p>5. RESOLUTIONS</p> <p>a. Subsequent Emergency Resolution #22-20 Re-Ratifying the State of Emergency and Re-Authorizing Remote Teleconference Meetings</p>	<p>President Borja asked for a motion to approve the consent agenda.</p> <p>Director Zendle requested to pull E.4.c. – Grant #1361 DAP Health – DAP Health Monkeypox Virus Response – \$586,727 for discussion and possible amendment.</p> <p>The board engaged in a lengthy discussion concerning the grant request, including the possibility of funding for core operating support. Director Zendle motioned to approve the grant with a modification to reimburse expenses the staff approves, from July 1st, for the entire grant amount of \$568,727 and provide additional funds if necessary to DAP Health with a grant extension request.</p> <p>Public Comments: Bill VanHermert, Director, Institutional Giving, DAP Health</p> <p>C.J. Tobe, Director of Community Health & Sexual Wellness, DAP Health,</p>	<p>#22-25 MOTION WAS MADE by Director Shorr and seconded by Secretary Zavala to approve the consent agenda and to pull item E.4.c.</p> <p>Motion passed unanimously.</p> <p>AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara</p> <p>NOES – 0</p> <p>ABSENT – 0</p> <p>#22-25 MOTION WAS MADE by Director Zendle and seconded by Director Shorr to approve the consent agenda and Grant #1361 DAP Health – DAP Health Monkeypox Virus Response – \$586,727 with a modification to reimburse expenses the staff approves, from July 1st, for the entire grant amount of \$586,727 and provide additional funds if necessary to DAP Health with a grant extension request.</p> <p>Motion passed unanimously.</p> <p>AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara</p> <p>NOES – 0</p> <p>ABSENT – 0</p>
<p>F. Desert Healthcare District CEO Report</p>		

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<p>1. Public Health Institute August 2022 Report – Respiratory & Cardiovascular Symptom Survey Among Adults in the Coachella Valley – Paul B. English, PhD, MPH, Director, Tracking California, Public Health Institute</p>	<p>Conrado E. Bárzaga, MD, CEO, introduced Paul B. English, PhD, MPH, Director, Tracking California, Public Health Institute, who presented the August 2022 report on respiratory & cardiovascular symptom survey among adults in vulnerable populations in the Coachella Valley.</p>	
<p>2. Consideration to approve 1) The Vendor Agreement and 2) The Grant Contract between Desert Healthcare District and Desert Physicians Medical Group (DPMG) to operate the Mobile Medical Unit and provide healthcare services to the community.</p> <p>a. DPMG Vendor Agreement</p> <p>b. DPMG Grant #1329 Contract NTE \$500,000 over 3 years</p>	<p>Dr. Bárzaga, CEO, provided an overview of the mobile unit vendor agreement and grant contract with Desert Physicians Medical Group (DPMG). The mobile unit is ready for deployment to the District with Alejandro Espinoza, Chief of Community Engagement, displaying the mobile unit wrap and features.</p> <p>The board requested Spanish verbiage outside the mobile unit and operations that include a specific number of days per year outside of business hours.</p> <p>Public Comments: Tae Kim, MD, Family /Primary Care, DPMG</p>	<p>#22-26 MOTION WAS MADE by Director De Lara and seconded by Director Rogers to approve the DPMG Vendor Agreement. Motion passed unanimously. AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0</p> <p>#22-27 MOTION WAS MADE by Director Rogers and seconded by Director De Lara to approve DPMG Grant #1329 Contract NTE \$500,000 over 3 years. Motion passed unanimously. AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0</p>
<p>3. Riverside University Health System (RUHS) Public Health Blue Zones Initiative Steering Committee Invitation</p>	<p>Dr. Bárzaga, CEO, described the Riverside University Health System (RUHS) Public Health Blue Zones Initiative steering committee, the initial phase,</p>	

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	and the steering committee's responsibilities over the next eight months.	
4. Monkey Pox in the Coachella Valley – Update	Dr. Bárzaga, CEO, provided an update on the Monkey Pox cases in the Coachella Valley, the high-risk groups, vaccine and testing locations, and community outreach and education, including the full-page public service announcement published in the Sacramento Bee in collaboration with DAP Health, Desert Care Network, and the City of Palm Springs, and the District's leadership role in keeping the community healthy.	
5. Legislative Update on Seismic Compliance	Dr. Bárzaga, CEO, described Strategies 360's legislative advocacy for the District to assist and support seismic compliance. The failed deal on a seismic retrofit extension for hospitals, preparations for the impending legislature, the targeted social media campaign to increase awareness, and Assemblymember Garcia's October press conference was highlighted.	
6. CEO Community Engagements and District Media Visibility	Dr. Bárzaga, CEO, provided an overview of his community engagements and District media visibility.	
7. Association of California Healthcare Districts (ACHD) – Director Leticia De Lara, Trustee of the	Dr. Bárzaga, CEO, explained that Director De Lara is named the Trustee of the Year, and representing the District, Dr.	

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<p>Year and Conrado Bárzaga, MD, CEO of the Year</p>	<p>Bárzaga is CEO of the year for the Association of California Healthcare Districts (ACHD).</p> <p>Director De Lara thanked and acknowledged the staff further explaining that every board member deserves Trustee of the Year.</p>	
<p>F. Desert Regional Medical Center CEO Report</p>	<p>Michelle Finney, CEO, Desert Care Network, Desert Regional Medical Center, congratulated the District, Dr. Bárzaga, and Director De Lara on their awards from the ACHD and other entities throughout the Valley. Mrs. Finney offered to provide zip code and insurance data from the Desert Care Network related to Dr. English's presentation on respiratory and cardiovascular health.</p> <p>An update and overview were provided on the decrease in hospitalization of COVID positive patients, positive Monkey Pox cases and treatment, and DAP Health's partnership for follow-up care and resources. The influenza clinic will commence this week, including COVID booster shots and supplemental staffing for a potential influenza surge.</p> <p>An update and an overview were provided of the capital improvements, such as the completion of the Gastroenterology unit renovations, the one-central unit HVAC restoration.</p>	

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<p>4. Progress and Final Reports Update</p> <p>I.3. Hospital Lease Oversight Committee</p> <ol style="list-style-type: none"> 1. Draft Meeting Minutes – September 21, 2022 2. Quarterly 2021-2022 Inspection Schedule 3. Q3 – Block 7 Facilities Re-Inspection Report (November 2021) – May 25, 2022 4. Q4 – Block 8 Facilities Inspection – May 25, 2022 	<p>President Borja inquired if there were any questions concerning the September Hospital Lease Oversight Committee meeting minutes.</p>	
<p>J. Legal</p> <ol style="list-style-type: none"> 1. Consideration to approve Resolutions Requesting the Board of Supervisors Appoint Director PerezGil and Director Rogers to Terms Ending in 2026 	<p>Jeff Scott, Legal Counsel, described the Declaration of Candidacy filings for Vice-President PerezGil and Director Rogers for the term ending 2026 with no other candidate filing, further describing the resolutions to the Board of Supervisors requesting their appointments.</p>	<p>#22-28 MOTION WAS MADE by Director Zendle and seconded by Secretary Zavala to approve the Resolutions Requesting the Board of Supervisors Appoint Director PerezGil and Director Rogers to Terms Ending in 2026. Motion passed unanimously. AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0</p>

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<p>2. Consideration of Resolution No. 22-23 Amending the District's Conflict of Interest Code</p> <p>3. Assembly Bill 2449 (Rubio) – Open Meetings: Local Agencies: Teleconferences</p>	<p>Jeff Scott, Legal Counsel, described the even number of years for the District to review and update the Conflict of Interest Code, providing details on the redlined version and the increase in the prohibition of gifts from \$500 to \$520.</p> <p>Jeff Scott, Legal Counsel, described AB 2449 related to the current emergency order in place through 2023, providing an overview of teleconferences and virtual meetings.</p>	<p>#22-29 MOTION WAS MADE by Director De Lara and seconded by Director Rogers to approve Resolution No. 22-23 Amending the District's Conflict of Interest Code.</p> <p>Motion passed unanimously.</p> <p>AYES – 7 President Borja, Vice-President PerezGil, Secretary Zavala, Director Shorr, Director Rogers, Director Zendle, and Director De Lara</p> <p>NOES – 0</p> <p>ABSENT – 0</p>
<p>K. Immediate Issues and Comments</p>	<p>Vice-President PerezGil described the park in the Dream Homes neighborhood of Cathedral City and the upcoming community engagement meeting at Aqua Caliente Casino.</p>	
<p>L. Adjournment</p>	<p>President Borja adjourned the meeting in honor of Sid Rubenstein, prior board director, at 7:21 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
Carmina Zavala, PsyD, Secretary
Desert Healthcare District Board of Directors

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

DESERT HEALTHCARE DISTRICT
SEPTEMBER 2022 FINANCIAL STATEMENTS
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Credit Card Expenditures
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Retirement Protection Plan Update
Grants Schedule

DESERT HEALTHCARE DISTRICT				
YEAR TO DATE VARIANCE ANALYSIS				
ACTUAL VS BUDGET				
THREE MONTHS ENDED SEPTEMBER 30, 2022				
Scope: \$25,000 Variance per Statement of Operations Summary				
	YTD		Over(Under)	
Account	Actual	Budget	Budget	Explanation
4000 - Income	\$ (762,586)	\$ (168,999)	\$ (593,587)	Lower interest income and market fluctuations (net) from FRF investments \$623k; higher property tax revenues \$27k; higher various \$2k
5000 - Direct Expenses	\$ 333,579	\$ 455,760	\$ (122,181)	Lower wage related expenses \$56k due to open positions; lower board expenses \$38k; lower health insurance expense \$15k; lower education expense \$15k; higher retirement expense \$2k
7000 - Grants Expense	\$ 15,000	\$ 999,999	\$ (984,999)	Budget of \$4 Million for fiscal year is amortized straight-line over 12-month fiscal year. As of September 30, 2022, there is \$4 million remaining in the fiscal year grant budget as well as \$1,137,298 in carryover funds.

Desert Healthcare District
Profit & Loss Budget vs. Actual
July through September 2022

	MONTH			TOTAL		
	Sep 22	Budget	\$ Over Budget	Jul - Sep 22	Budget	\$ Over Budget
Income						
4000 • Income	(638,581)	(56,333)	(582,248)	(762,586)	(168,999)	(593,587)
4500 • LPMP Income	118,903	112,999	5,904	353,825	338,997	14,828
4501 • Miscellaneous Income	(1,500)	750	(2,250)	0	2,250	(2,250)
Total Income	(521,178)	57,416	(578,594)	(408,761)	172,248	(581,009)
Expense						
5000 • Direct Expenses	153,123	151,920	1,203	333,579	455,760	(122,181)
6000 • General & Administrative Exp	46,827	46,245	582	123,406	138,735	(15,329)
6325 • CEO Discretionary Fund	0	2,083	(2,083)	10,000	6,249	3,751
6445 • LPMP Expenses	85,525	94,176	(8,651)	270,790	282,528	(11,738)
6500 • Professional Fees Expense	167,174	89,019	78,155	282,428	267,057	15,371
6700 • Trust Expenses	5,458	6,021	(563)	21,175	18,063	3,112
Total Expense Before Grants	458,107	389,464	68,643	1,041,377	1,168,394	(127,017)
7000 • Grants Expense	0	333,333	(333,333)	15,000	999,999	(984,999)
Net Income	(979,285)	(665,381)	(313,904)	(1,465,138)	(1,996,145)	531,007

Desert Healthcare District
Profit & Loss Budget vs. Actual
 July through September 2022

			MONTH			TOTAL		
			Sep 22	Budget	\$ Over Budget	Jul - Sep 22	Budget	\$ Over Budget
Income								
4000 • Income								
	4010 • Property Tax Revenues		3,382	0	3,382	27,553	0	27,553
	4200 • Interest Income							
	4220 • Interest Income (FRF)		54,307	75,000	(20,693)	240,958	225,000	15,958
	9999-1 • Unrealized gain(loss) on invest		(700,270)	(133,333)	(566,937)	(1,039,097)	(399,999)	(639,098)
	Total 4200 • Interest Income		(645,963)	(58,333)	(587,630)	(798,139)	(174,999)	(623,140)
	4300 • DHC Recoveries		4,000	2,000	2,000	8,000	6,000	2,000
	Total 4000 • Income		(638,581)	(56,333)	(582,248)	(762,586)	(168,999)	(593,587)
	4500 • LPMP Income		118,903	112,999	5,904	353,825	338,997	14,828
	4501 • Miscellaneous Income		(1,500)	750	(2,250)	0	2,250	(2,250)
Total Income			(521,178)	57,416	(578,594)	(408,761)	172,248	(581,009)
Expense								
5000 • Direct Expenses								
	5100 • Administration Expense							
	5110 • Wages Expense		130,016	121,344	8,672	292,116	364,032	(71,916)
	5111 • Allocation to LPMP - Payroll		(6,363)	(5,470)	(893)	(19,089)	(16,410)	(2,679)
	5112 • Vacation/Sick/Holiday Expense		27,424	11,667	15,757	64,815	35,001	29,814
	5114 • Allocation to Foundation		(27,936)	(27,936)	0	(83,808)	(83,808)	0
	5119 • Allocation-FED FUNDS/CVHIP-DHCF		(15,849)	(13,823)	(2,026)	(49,342)	(41,469)	(7,873)
	5120 • Payroll Tax Expense		10,032	9,633	399	25,941	28,899	(2,958)
	5130 • Health Insurance Expense							
	5131 • Premiums Expense		19,671	21,576	(1,905)	52,923	64,728	(11,805)
	5135 • Reimb./Co-Payments Expense		704	1,950	(1,246)	2,375	5,850	(3,475)
	Total 5130 • Health Insurance Expense		20,375	23,526	(3,151)	55,298	70,578	(15,280)
	5140 • Workers Comp. Expense		963	399	564	1,733	1,197	536
	5145 • Retirement Plan Expense		12,166	8,895	3,271	28,753	26,685	2,068
	5160 • Education Expense		(1,620)	7,083	(8,703)	5,835	21,249	(15,414)
	Total 5100 • Administration Expense		149,208	135,318	13,890	322,252	405,954	(83,702)
	5200 • Board Expenses							
	5210 • Healthcare Benefits Expense		1,092	1,096	(4)	3,284	3,288	(4)
	5230 • Meeting Expense		(580)	2,667	(3,247)	2,845	8,001	(5,156)
	5235 • Director Stipend Expense		3,250	3,465	(215)	4,720	10,395	(5,675)
	5240 • Catering Expense		0	833	(833)	325	2,499	(2,174)
	5250 • Mileage Reimbursement Expense		153	208	(55)	153	624	(471)
	5270 • Election Fees Expense		0	8,333	(8,333)	0	24,999	(24,999)
	Total 5200 • Board Expenses		3,915	16,602	(12,687)	11,327	49,806	(38,479)
Total 5000 • Direct Expenses			153,123	151,920	1,203	333,579	455,760	(122,181)

Desert Healthcare District
Profit & Loss Budget vs. Actual
 July through September 2022

	MONTH			TOTAL		
	Sep 22	Budget	\$ Over Budget	Jul - Sep 22	Budget	\$ Over Budget
6000 • General & Administrative Exp						
6110 • Payroll fees Expense	220	208	12	594	624	(30)
6120 • Bank and Investment Fees Exp	5,868	4,500	1,368	17,211	13,500	3,711
6125 • Depreciation Expense	985	4,917	(3,932)	2,955	14,751	(11,796)
6126 • Depreciation-Solar Parking lot	15,072	15,072	0	45,216	45,216	0
6130 • Dues and Membership Expense	4,226	4,159	67	8,475	12,477	(4,002)
6200 • Insurance Expense	3,929	2,667	1,262	11,787	8,001	3,786
6300 • Minor Equipment Expense	0	42	(42)	0	126	(126)
6305 • Auto Allowance & Mileage Exp	692	500	192	1,616	1,500	116
6306 • Staff- Auto Mileage reimb	193	625	(432)	193	1,875	(1,682)
6309 • Personnel Expense	0	375	(375)	0	1,125	(1,125)
6310 • Miscellaneous Expense	0	42	(42)	0	126	(126)
6311 • Cell Phone Expense	558	725	(167)	1,583	2,175	(592)
6312 • Wellness Park Expenses	0	83	(83)	0	249	(249)
6315 • Security Monitoring Expense	0	50	(50)	108	150	(42)
6340 • Postage Expense	100	333	(233)	615	999	(384)
6350 • Copier Rental/Fees Expense	377	500	(123)	1,131	1,500	(369)
6351 • Travel Expense	3,103	1,667	1,436	5,983	5,001	982
6352 • Meals & Entertainment Exp	1,035	875	160	2,976	2,625	351
6355 • Computer Services Expense	6,014	4,263	1,751	11,241	12,789	(1,548)
6360 • Supplies Expense	1,705	1,917	(212)	3,447	5,751	(2,304)
6380 • LAFCO Assessment Expense	205	208	(3)	615	624	(9)
6400 • East Valley Office	2,545	2,517	28	7,660	7,551	109
Total 6000 • General & Administrative Exp	46,827	46,245	582	123,406	138,735	(15,329)
6325 • CEO Discretionary Fund	0	2,083	(2,083)	10,000	6,249	3,751
6445 • LPMP Expenses	85,525	94,176	(8,651)	270,790	282,528	(11,738)
6500 • Professional Fees Expense						
6516 • Professional Services Expense	119,662	72,094	47,568	224,489	216,282	8,207
6520 • Annual Audit Fee Expense	1,458	1,458	0	4,374	4,374	0
6530 • PR/Communications/Website	844	5,467	(4,623)	14,620	16,401	(1,781)
6560 • Legal Expense	45,210	10,000	35,210	38,945	30,000	8,945
Total 6500 • Professional Fees Expense	167,174	89,019	78,155	282,428	267,057	15,371
6700 • Trust Expenses						
6720 • Pension Plans Expense						
6721 • Legal Expense	0	167	(167)	0	501	(501)
6725 • RPP Pension Expense	5,000	5,000	0	15,000	15,000	0
6728 • Pension Audit Fee Expense	458	854	(396)	6,175	2,562	3,613
Total 6700 • Trust Expenses	5,458	6,021	(563)	21,175	18,063	3,112
Total Expense Before Grants	458,107	389,464	68,643	1,041,377	1,168,394	(127,017)
7000 • Grants Expense						
7010 • Major Grant Awards Expense	0	333,333	(333,333)	15,000	999,999	(984,999)
Net Income	(979,285)	(665,381)	(313,904)	(1,465,138)	(1,996,145)	531,007

Las Palmas Medical Plaza
Profit & Loss Budget vs. Actual
July through September 2022

			MONTH			TOTAL		
			Sep 22	Budget	\$ Over Budget	Jul - Sep 22	Budget	\$ Over Budget
Income								
4500 · LPMP Income								
4505 · Rental Income			84,988	80,018	4,970	252,787	240,054	12,733
4510 · CAM Income			33,915	32,898	1,017	101,038	98,694	2,344
4513 · Misc. Income			0	83	(83)	0	249	(249)
Total 4500 · LPMP Income			118,903	112,999	5,904	353,825	338,997	14,828
Expense								
6445 · LPMP Expenses								
6420 · Insurance Expense			4,338	3,125	1,213	13,014	9,375	3,639
6425 · Building - Depreciation Expense			24,455	27,441	(2,986)	73,365	82,323	(8,958)
6426 · Tenant Improvements -Dep Exp			16,959	16,667	292	50,877	50,001	876
6427 · HVAC Maintenance Expense			0	1,333	(1,333)	684	3,999	(3,315)
6428 · Roof Repairs Expense			0	208	(208)	0	624	(624)
6431 · Building -Interior Expense			0	625	(625)	0	1,875	(1,875)
6432 · Plumbing -Interior Expense			0	667	(667)	1,619	2,001	(382)
6433 · Plumbing -Exterior Expense			0	208	(208)	0	624	(624)
6434 · Allocation Internal Prop. Mgmt			6,363	5,470	893	19,089	16,410	2,679
6435 · Bank Charges			37	42	(5)	96	126	(30)
6437 · Utilities -Vacant Units Expense			0	183	(183)	334	549	(215)
6439 · Deferred Maintenance Repairs Ex			0	1,250	(1,250)	0	3,750	(3,750)
6440 · Professional Fees Expense			11,150	11,150	0	33,450	33,450	0
6441 · Legal Expense			0	83	(83)	0	249	(249)
6458 · Elevators - R & M Expense			1,706	1,000	706	3,651	3,000	651
6460 · Exterminating Service Expense			275	333	(58)	10,320	999	9,321
6463 · Landscaping Expense			0	750	(750)	0	2,250	(2,250)
6467 · Lighting Expense			0	500	(500)	0	1,500	(1,500)
6468 · General Maintenance Expense			0	83	(83)	0	249	(249)
6471 · Marketing-Advertising			0	1,250	(1,250)	1,475	3,750	(2,275)
6475 · Property Taxes Expense			6,250	6,500	(250)	18,750	19,500	(750)
6476 · Signage Expense			0	125	(125)	379	375	4
6480 · Rubbish Removal Medical Waste E			1,293	1,500	(207)	3,887	4,500	(613)
6481 · Rubbish Removal Expense			2,419	3,058	(639)	7,257	9,174	(1,917)
6482 · Utilities/Electricity/Exterior			627	625	2	1,233	1,875	(642)
6484 · Utilities - Water (Exterior)			972	625	347	3,113	1,875	1,238
6485 · Security Expenses			8,681	9,208	(527)	27,987	27,624	363
6490 · Miscellaneous Expense			0	167	(167)	210	501	(291)
6445 · LPMP Expenses			85,525	94,176	(8,651)	270,790	282,528	(11,738)
Net Income			33,378	18,823	14,555	83,035	56,469	26,566

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of September 30, 2022

			Sep 30, 22	Sep 30, 21
ASSETS				
	Current Assets			
	Checking/Savings			
		1000 · CHECKING CASH ACCOUNTS	1,626,316	1,512,525
		1100 · INVESTMENT ACCOUNTS	60,266,448	61,705,638
		Total Checking/Savings	61,892,764	63,218,163
		Total Accounts Receivable	18,011	184,558
	Other Current Assets			
		1204.1 · Rent Receivable-Deferred COVID	81,591	141,503
		1270 · Prepaid Insurance -Ongoing	78,036	57,346
		1279 · Pre-Paid Fees	30,017	24,563
		1281 · CalFresh Receivable	0	11,115
		Total Other Current Assets	189,644	234,527
		Total Current Assets	62,100,419	63,637,248
	Fixed Assets			
		1300 · FIXED ASSETS	5,070,936	4,910,941
		1335-00 · ACC DEPR	(2,421,928)	(2,207,058)
		1400 · LPMP Assets	7,100,164	7,119,700
		Total Fixed Assets	9,749,172	9,823,583
	Other Assets			
		1700 · OTHER ASSETS	3,524,745	3,972,720
	TOTAL ASSETS		75,374,336	77,433,551

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of September 30, 2022

				Sep 30, 22	Sep 30, 21
LIABILITIES & EQUITY					
	Liabilities				
	Current Liabilities				
	Accounts Payable				
	2000 - Accounts Payable			27,331	6,167
	2001 - LPMP Accounts Payable			3,712	10,589
	Total Accounts Payable			31,043	16,756
	Other Current Liabilities				
	2002 - LPMP Property Taxes			18,750	18,750
	2003 - Prepaid Rents			0	9,121
	2131 - Grant Awards Payable			4,678,225	4,169,055
	2133 - Accrued Accounts Payable			159,550	139,550
	2141 - Accrued Vacation Time			86,598	82,401
	2188 - Current Portion - LTD			11,103	11,103
	2190 - Investment Fees Payable			15,000	28,500
	Total Other Current Liabilities			4,969,226	4,458,480
	Total Current Liabilities			5,000,269	4,475,236
	Long Term Liabilities				
	2171 - RPP-Deferred Inflows-Resources			492,802	675,732
	2280 - Long-Term Disability			2,981	16,281
	2281 - Grants Payable - Long-term			3,520,000	4,990,000
	2290 - LPMP Security Deposits			64,960	59,101
	Total Long Term Liabilities			4,080,743	5,741,114
	Total Liabilities			9,081,012	10,216,350
	Equity				
	3900 - *Retained Earnings			67,758,461	67,408,928
	Net Income			(1,465,138)	(191,726)
	Total Equity			66,293,323	67,217,202
	TOTAL LIABILITIES & EQUITY			75,374,336	77,433,551

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of September 30, 2022

			Sep 30, 22	Sep 30, 21
ASSETS				
	Current Assets			
	Checking/Savings			
	1000 · CHECKING CASH ACCOUNTS			
		1010 · Union Bank - Checking	0	1,296,711
		1012 · Union Bank Operating - 9356	1,399,099	0
		1046 · Las Palmas Medical Plaza	226,717	215,314
		1047 · Petty Cash	500	500
		Total 1000 · CHECKING CASH ACCOUNTS	1,626,316	1,512,525
	1100 · INVESTMENT ACCOUNTS			
		1130 · Facility Replacement Fund	63,179,482	61,255,623
		1135 · Unrealized Gain(Loss) FRF	(2,913,034)	450,015
		Total 1100 · INVESTMENT ACCOUNTS	60,266,448	61,705,638
		Total Checking/Savings	61,892,764	63,218,163
	Accounts Receivable			
		1201 · Accounts Receivable		
		1204 · LPMP Accounts Receivable	(25,804)	(17,059)
		1211 · A-R Foundation - Exp Allocation	43,815	201,617
		Total Accounts Receivable	18,011	184,558
	Other Current Assets			
		1204.1 · Rent Receivable-Deferred COVID	81,591	141,503
		1270 · Prepaid Insurance -Ongoing	78,036	57,346
		1279 · Pre-Paid Fees	30,017	24,563
		1281 · CalFresh Receivable	0	11,115
		Total Other Current Assets	189,644	234,527
		Total Current Assets	62,100,419	63,637,248
	Fixed Assets			
	1300 · FIXED ASSETS			
		1310 · Computer Equipment	90,568	80,487
		1320 · Furniture and Fixtures	33,254	33,254
		1321 · Mobile Medical Unit	197,214	59,500
		1322 · Tenant Improvement - RAP #G100	32,794	20,594
		1325 · Offsite Improvements	300,849	300,849
		1331 · DRMC - Parking lot	4,416,257	4,416,257
		Total 1300 · FIXED ASSETS	5,070,936	4,910,941

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of September 30, 2022

		Sep 30, 22	Sep 30, 21
	1335-00 · ACC DEPR		
	1335 · Accumulated Depreciation	(221,753)	(210,296)
	1337 · Accum Deprec- Solar Parking Lot	(2,004,747)	(1,823,883)
	1338 · Accum Deprec - LPMP Parking Lot	(195,428)	(172,879)
	Total 1335-00 · ACC DEPR	(2,421,928)	(2,207,058)
	1400 · LPMP Assets		
	1401 · Building	8,705,680	8,705,680
	1402 · Land	2,165,300	2,165,300
	1403 · Tenant Improvements -New	2,271,406	2,185,396
	1404 · Tenant Improvements - CIP	129,550	129,550
	1406 · Building Improvements		
	1406.1 · LPMP-Replace Parking Lot	676,484	676,484
	1406.2 · Building Improvements-CIP	459,999	711,496
	1406 · Building Improvements - Other	2,153,527	1,581,558
	Total 1406 · Building Improvements	3,290,010	2,969,538
	1407 · Building Equipment Improvements	444,268	414,851
	1409 · Accumulated Depreciation		
	1410 · Accum. Depreciation	(7,942,137)	(7,701,511)
	1412 · T I Accumulated Dep.-New	(1,963,913)	(1,749,104)
	Total 1409 · Accumulated Depreciation	(9,906,050)	(9,450,615)
	Total 1400 · LPMP Assets	7,100,164	7,119,700
	Total Fixed Assets	9,749,172	9,823,583
	Other Assets		
	1700 · OTHER ASSETS		
	1731 · Wellness Park	1,693,800	1,693,800
	1740 · RPP-Deferred Outflows-Resources	836,699	494,388
	1742 · RPP - Net Pension Asset	994,246	1,784,532
	Total Other Assets	3,524,745	3,972,720
	TOTAL ASSETS	75,374,336	77,433,551

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of September 30, 2022

				Sep 30, 22	Sep 30, 21
LIABILITIES & EQUITY					
	Liabilities				
	Current Liabilities				
	Accounts Payable				
	2000 - Accounts Payable			27,331	6,167
	2001 - LPMP Accounts Payable			3,712	10,589
	Total Accounts Payable			31,043	16,756
	Other Current Liabilities				
	2002 - LPMP Property Taxes			18,750	18,750
	2003 - Prepaid Rents			0	9,121
	2131 - Grant Awards Payable			4,678,225	4,169,055
	2133 - Accrued Accounts Payable			159,550	139,550
	2141 - Accrued Vacation Time			86,598	82,401
	2188 - Current Portion - LTD			11,103	11,103
	2190 - Investment Fees Payable			15,000	28,500
	Total Other Current Liabilities			4,969,226	4,458,480
	Total Current Liabilities			5,000,269	4,475,236
	Long Term Liabilities				
	2171 - RPP-Deferred Inflows-Resources			492,802	675,732
	2280 - Long-Term Disability			2,981	16,281
	2281 - Grants Payable - Long-term			3,520,000	4,990,000
	2290 - LPMP Security Deposits			64,960	59,101
	Total Long Term Liabilities			4,080,743	5,741,114
	Total Liabilities			9,081,012	10,216,350
	Equity				
	3900 - *Retained Earnings			67,758,461	67,408,928
	Net Income			(1,465,138)	(191,726)
	Total Equity			66,293,323	67,217,202
	TOTAL LIABILITIES & EQUITY			75,374,336	77,433,551

Desert Healthcare District
A/R Aging Summary
As of September 30, 2022

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
Coachella Valley Volunteers in Medicine-	(3,123)	0	0	0	0	(3,123)	Prepaid
Derakhsh Fozouni, M.D.	0	(6,414)	0	0	0	(6,414)	Prepaid
Desert Healthcare Foundation-	43,815	0	0	0	0	43,815	Due from Foundation
Desert Oasis Healthcare	0	(2,499)	0	0	0	(2,499)	Prepaid
Global Premier Fertility	0	(4,123)	0	0	0	(4,123)	Prepaid
Laboratory Corporation of America	0	252	0	0	0	252	AC Reimbursement
Quest Diagnostics Incorporated	0	(4,154)	0	0	0	(4,154)	Prepaid
Steven Gundry, M.D.	0	(5,743)	0	0	0	(5,743)	Prepaid
TOTAL	40,692	(22,681)	0	0	0	18,011	

Desert Healthcare District
Deposit Detail
September 2022

Type	Date	Name	Amount
Deposit	09/02/2022		2,000
		T-Mobile	(2,000)
TOTAL			(2,000)
Deposit	09/08/2022		3,382
		Riverside County Treasurer - Property Tax	(3,382)
TOTAL			(3,382)
Deposit	09/08/2022		90,249
Payment	09/08/2022	Desert Healthcare Foundation-	(90,249)
TOTAL			(90,249)
Deposit	09/13/2022		2,800
		ACHD - Annual Meeting Refund	(675)
		ACHD - Annual Meeting Refund	(2,125)
TOTAL			(2,800)
Deposit	09/28/2022		2,000
		T-Mobile	(2,000)
TOTAL			(2,000)

DESERT HEALTHCARE DISTRICT											
PROPERTY TAX RECEIPTS FY 2022 - 2023											
RECEIPTS - THREE MONTHS ENDED SEPTEMBER 30, 2022											
	FY 2021-2022 Projected/Actual						FY 2022-2023 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance		Receipts %	Receipts \$	Act %	Actual Receipts	Variance
July	2.5%	\$ 182,825	2.2%	\$ 162,345	\$ (20,480)		0.0%	\$ -	0.0%	\$ 3,676	\$ 3,676
Aug	1.6%	\$ 117,008	0.2%	\$ 11,529	\$ (105,479)		0.0%	\$ -	2.2%	\$ 175,271	\$ 175,271
Sep	0.0%	\$ -	0.0%	\$ -	\$ -		0.0%	\$ -	0.0%	\$ 3,382	\$ 3,382
Oct	2.6%	\$ 190,138	0.0%	\$ 130	\$ (190,008)		2.6%	\$ 208,624	0.0%		
Nov	0.4%	\$ 29,252	2.5%	\$ 181,286	\$ 152,034		0.4%	\$ 32,096	0.0%		
Dec	16.9%	\$ 1,235,897	18.3%	\$ 1,337,681	\$ 101,784		16.9%	\$ 1,356,056	0.0%		
Jan	31.9%	\$ 2,332,847	37.8%	\$ 2,763,324	\$ 430,477		31.9%	\$ 2,559,656	0.0%		
Feb	0.0%	\$ -	2.5%	\$ 180,240	\$ 180,240		0.0%	\$ -	0.0%		
Mar	0.3%	\$ 21,939	0.5%	\$ 35,819	\$ 13,880		0.3%	\$ 24,072	0.0%		
Apr	5.5%	\$ 402,215	6.1%	\$ 443,891	\$ 41,676		5.5%	\$ 441,320	0.0%		
May	19.9%	\$ 1,455,287	45.0%	\$ 3,288,706	\$ 1,833,419		19.9%	\$ 1,596,776	0.0%		
June	18.4%	\$ 1,345,592	0.7%	\$ 47,936	\$ (1,297,656)		22.5%	\$ 1,805,400	0.0%		
Total	100%	\$ 7,313,000	115.6%	\$ 8,452,887	\$ 1,139,887		100.00%	\$ 8,024,000	2.3%	\$ 182,330	\$ 182,330

Las Palmas Medical Plaza
Deposit Detail - LPMP
September 2022

Type	Date	Name	Amount
Deposit	09/01/2022		1,927
Payment	09/01/2022	Arthritis & Rheumatic Care Clinic, Inc	(1,927)
TOTAL			(1,927)
Deposit	09/02/2022		11,045
Payment	09/02/2022	Ramy Awad, M.D.	(3,494)
Payment	09/02/2022	EyeCare Services Partners Management LLC	(7,552)
TOTAL			(11,046)
Deposit	09/06/2022		14,135
Payment	09/06/2022	Global Premier Fertility	(4,123)
Payment	09/02/2022	Cure Cardiovascular Consultants	(3,212)
Payment	09/02/2022	Aijaz Hashmi, M.D., Inc.	(3,101)
Payment	09/02/2022	Brad A. Wolfson, M.D.	(3,699)
TOTAL			(14,135)
Deposit	09/12/2022		11,029
Payment	09/12/2022	Desert Family Medical Center	(3,835)
Payment	09/12/2022	Palmtree Clinical Research	(7,194)
TOTAL			(11,029)
Deposit	09/13/2022		51,675
Payment	09/13/2022	Pathway Pharmaceuticals, Inc.	(2,471)
Payment	09/13/2022	Peter Jamieson, M.D.	(3,338)
Payment	09/13/2022	Desert Regional Medical Center	(5,690)
Payment	09/13/2022	Tenet HealthSystem Desert, Inc.	(33,683)
Payment	09/13/2022	Tenet HealthSystem Desert, Inc	(6,494)
TOTAL			(51,676)

Las Palmas Medical Plaza
Deposit Detail - LPMP
September 2022

Type	Date	Name	Amount
Deposit	09/14/2022		4,703
Payment	09/13/2022	Cohen Musch Thomas Medical Group	(4,703)
TOTAL			(4,703)
Deposit	09/19/2022		4,123
Payment	09/19/2022	Global Premier Fertility	(4,123)
TOTAL			(4,123)
Deposit	09/22/2022		12,827
Payment	09/22/2022	Derakhsh Fozouni, M.D.	(6,414)
Payment	09/22/2022	Derakhsh Fozouni, M.D.	(6,414)
TOTAL			(12,828)
Deposit	09/27/2022		8,242
Payment	09/27/2022	Desert Oasis Healthcare	(2,499)
Payment	09/27/2022	Steven Gundry, M.D.	(5,743)
TOTAL			(8,242)
Deposit	09/29/2022		4,154
Payment	09/29/2022	Quest Diagnostics Incorporated	(4,154)
TOTAL			(4,154)
Deposit	09/30/2022		3,123
Payment	09/30/2022	Coachella Valley Volunteers in Medicine-	(3,123)
TOTAL			(3,123)
		TOTAL	126,983

Desert Healthcare District
Check Register
As of September 30, 2022

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1012 - Union Bank Operating - 9356				
Liability Check	09/02/2022		QuickBooks Payroll Service	(53,516)
Bill Pmt -Check	09/02/2022	1257	Pitney Bowes Global Financial Services	(29)
Bill Pmt -Check	09/06/2022	1258	First Bankcard (Union Bank)	(16,149)
Bill Pmt -Check	09/06/2022	1259	Galilee Center - Grant Payment	(22,500)
Bill Pmt -Check	09/06/2022	1260	Simpson, Gumpertz & Heger	(26,800)
Bill Pmt -Check	09/06/2022	1261	Strategies 360, Inc.	(9,500)
Bill Pmt -Check	09/06/2022	1262	First Bankcard (Union Bank)	(3,614)
Bill Pmt -Check	09/06/2022	1263	Magdalena Martinez - HR Consulting Services	(1,854)
Bill Pmt -Check	09/06/2022	1264	Ready Refresh	(50)
Bill Pmt -Check	09/06/2022	1265	So.Cal Computer Shop	(810)
Bill Pmt -Check	09/06/2022	1266	Spectrum (Time Warner)	(258)
Bill Pmt -Check	09/06/2022	1267	The Nyhart Company	(4,801)
Bill Pmt -Check	09/06/2022	1268	Underground Service Alert of Southern Cal	(2)
Check	09/06/2022	Auto Pay	Calif. Public Employees'Retirement System	(16,805)
Bill Pmt -Check	09/13/2022	1269	American Public Health Assoc	(500)
Bill Pmt -Check	09/13/2022	1270	California Consulting	(4,250)
Bill Pmt -Check	09/13/2022	1271	Desert AIDS Project - Grant Payment	(10,000)
Bill Pmt -Check	09/13/2022	1272	Mangus Accountancy Group, A.P.C.	(500)
Bill Pmt -Check	09/13/2022	1273	Purchase Power	(100)
Bill Pmt -Check	09/13/2022	1274	So.Cal Computer Shop	(6,197)
Bill Pmt -Check	09/13/2022	1275	Spectrum (Time Warner)	(267)
Bill Pmt -Check	09/13/2022	1276	Staples Credit Plan	(541)
Bill Pmt -Check	09/13/2022	1277	State Compensation Insurance Fund	(731)
Bill Pmt -Check	09/13/2022	1278	Xerox Financial Services	(377)
Bill Pmt -Check	09/13/2022	1279	Youth Leadership Institute - Grant Payment	(11,250)
Liability Check	09/16/2022		QuickBooks Payroll Service	(49,684)
Bill Pmt -Check	09/16/2022	1280	CoPower Employers' Benefits Alliance	(1,750)
Bill Pmt -Check	09/16/2022	1281	Regional Access Project Foundation	(545)
Bill Pmt -Check	09/16/2022	1282	So.Cal Computer Shop	(960)
Bill Pmt -Check	09/16/2022	1283	State Compensation Insurance Fund	(232)
Bill Pmt -Check	09/19/2022	1284	California Chamber of Commerce	(679)
Bill Pmt -Check	09/19/2022	1285	Principal Life Insurance Co.	(2,208)
Bill Pmt -Check	09/19/2022	1286	The Desert Sun	(414)
Bill Pmt -Check	09/22/2022	1287	Alianza Coachella Valley - Grant Payment	(22,500)
Bill Pmt -Check	09/22/2022	1288	Regional Access Project Foundation	(2,000)
Check	09/26/2022		Bank Service Charge	(868)
Bill Pmt -Check	09/27/2022	1289	Coachella Valley Accounting & Auditing	(2,750)

Desert Healthcare District
Check Register
As of September 30, 2022

Type	Date	Num	Name	Amount
Bill Pmt -Check	09/27/2022	1290	Donna Den Bleyker - Expense Reimbursement	(156)
Bill Pmt -Check	09/27/2022	1291	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check	09/27/2022	1292	Ready Refresh	(50)
Bill Pmt -Check	09/27/2022	1293	DesertWraps.com	(4,923)
Bill Pmt -Check	09/27/2022	1294	Eric Taylor - Expense Reimbursement	(37)
Bill Pmt -Check	09/27/2022	1295	Verizon Wireless	(615)
Liability Check	09/30/2022		QuickBooks Payroll Service	(49,648)
Bill Pmt -Check	09/30/2022	1296	Image Source	(128)
Bill Pmt -Check	09/30/2022	1297	Kaufman Hall	(77,650)
Bill Pmt -Check	09/30/2022	1298	Magnum Mobile	(62,725)
Bill Pmt -Check	09/30/2022	1299	Strategies 360, Inc.	(9,500)
Bill Pmt -Check	09/30/2022	1300	Top Shop	(80)
Bill Pmt -Check	09/30/2022	1301	Zendle, Les - Stipend	(441)
TOTAL				(481,977)

Desert Healthcare District								
Details for Credit Card Expenditures								
Credit card purchases - August 2022 - Paid September 2022								
Number of credit cards held by District personnel -2								
Credit Card Limit - \$25,000 - Conrado, \$20,000 - Chris								
Credit Card Holders:								
Conrado Bárzaga - Chief Executive Officer								
Chris Christensen - Chief Administration Officer								
Routine types of charges:								
Office Supplies, Dues for membership, Computer Supplies, Meals, Travel including airlines and Hotels, Catering, Supplies for BOD meetings, CEO Discretionary for small grant & gift items								
	Statement							
Year	Month	Total	Expense					
	Charged	Charges	Type	Amount	Purpose	Description	Participants	
		\$ 19,763.48						
Chris' Statement:								
2022	August	\$ 16,149.38	District					
			GL	Dollar	Description			
			6530	\$ 13,000.00	McClatchy Advertising			
			6355	\$ 26.62	Premiere Global Services - July 2022			
			6355	\$ 1,764.00	Dropbox annual subscription			
			6530	\$ 588.00	Constant Contact Annual Subscription			
			6355	\$ 250.76	Zoom videoconference/webinar expense			
			6130	\$ 520.00	AICPA Membership - Chris Christensen			
				\$ 16,149.38				
Conrado's Statement:								
2022	August	\$ 3,614.10						
			District					
			GL	Dollar	Description			
			5230	\$ 800.00	CSDA Annual Conference August 2022 Palm Desert, CA - Director De Lara			
			6130	\$ 85.00	APHA Annual Membership - Conrado			
			5160	\$ 900.00	APHA Annual Meeting - November 2022 Boston, MA- Conrado Barzaga			
			5160	\$ 1,725.00	ACHD Annual Meeting September 2022 Garden Grove, CA - Donna Craig			
			6351	\$ 4.10	ParkMobile - IE Funders Alliance Meeting Riverside, CA - Conrado Barzaga			
			5160	\$ 100.00	CSDA Virtual Workshop: HR Boot Camp for Special Districts - Andrea Hayles			
				\$ 3,614.10				

**Las Palmas Medical Plaza
Check Register - LPMP
As of September 30, 2022**

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1046 - Las Palmas Medical Plaza				
Bill Pmt -Check	09/02/2022	10619	Best Signs, Inc.	(379)
Bill Pmt -Check	09/02/2022	10620 - VOID	Imperial Security	0
Bill Pmt -Check	09/02/2022	10621	Stericycle, Inc.	(1,297)
Bill Pmt -Check	09/06/2022	10622	Desert Air Conditioning Inc.	(411)
Bill Pmt -Check	09/06/2022	10623	Faultline Pigeon Control	(4,885)
Bill Pmt -Check	09/06/2022	10624	Frazier Pest Control, Inc.	(275)
Bill Pmt -Check	09/06/2022	10625	KC's Plumbing	(339)
Bill Pmt -Check	09/13/2022	10626	Desert Air Conditioning Inc.	(177)
Bill Pmt -Check	09/13/2022	10627	Frontier Communications	(250)
Bill Pmt -Check	09/13/2022	10628	Imperial Security	(4,431)
Bill Pmt -Check	09/13/2022	10629	Palm Springs Disposal Services Inc	(2,419)
Bill Pmt -Check	09/13/2022	10630	Southern California Edison	(627)
Bill Pmt -Check	09/22/2022	10631	Amtech Elevator Services	(1,456)
Bill Pmt -Check	09/22/2022	10632	Desert Air Conditioning Inc.	(252)
Bill Pmt -Check	09/22/2022	10633	Imperial Security	(4,250)
Bill Pmt -Check	09/22/2022	10634	INPRO Environmental Management Services	(7,785)
Check	09/22/2022		Bank Service Charge	(443)
Bill Pmt -Check	09/27/2022	10635	INPRO Environmental Management Services	(11,150)
Bill Pmt -Check	09/30/2022	10636	Imperial Security	(2,125)
Bill Pmt -Check	09/30/2022	10637	Desert Water Agency	(972)
TOTAL				(43,923)



MEMORANDUM

DATE: October 11, 2022

TO: F&A Committee

RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>August</u>	<u>September</u>
Active – still employed by hospital	81	80
Vested – no longer employed by hospital	55	55
Former employees receiving annuity	<u>7</u>	<u>7</u>
Total	<u>143</u>	<u>142</u>

The outstanding liability for the RPP is approximately **\$3.3M** (Actives - \$2.0M and Vested - \$1.3M). US Bank investment account balance \$4.6M. Per the June 30, 2022, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.0M**.

The payouts, excluding monthly annuity payments, made from the Plan for the three (3) months ended September 30, 2022, totaled **\$97K**. Monthly annuity payments (7 participants) total **\$1.0K** per month.

DESERT HEALTHCARE DISTRICT								
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE								
September 30, 2022								
TWELVE MONTHS ENDING JUNE 30, 2023								
			Approved	6/30/2022	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr	Open
Grant ID Nos.	Name		Grants - Prior Yrs	Bal Fwd	2021-2022	July-June	July-June	BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support		\$ 10,000,000	\$ 4,990,000		\$ -		\$ 4,990,000
2021-1136-BOD-01-26-21	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr.		\$ 119,432	\$ 11,944		\$ -		\$ 11,944
2021-1171-BOD-03-23-21	Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months		\$ 150,000	\$ 15,000		\$ -		\$ 15,000
2021-1266-BOD-04-27-21	Galilee Center - Our Lady of Guadalupe Shelter - 1 Yr.		\$ 150,000	\$ 15,000		\$ 15,000		\$ -
2021-1277-BOD-04-27-21	Lift To Rise - United Lift Rental Assistance 2021 - 8 Months		\$ 300,000	\$ 30,000		\$ 30,000		\$ -
2021-1280-BOD-05-25-21	Desert AIDS Project - DAP Health Expands Access to Healthcare - 1Yr.		\$ 100,000	\$ 10,000		\$ 10,000		\$ -
2021-1296-BOD-11-23-21	Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1 Yr.		\$ 154,094	\$ 84,752		\$ 69,342		\$ 15,410
2021-1289-BOD-12-21-21	Desert Cancer Foundation - Patient Assistance Program - 1 Yr.		\$ 150,000	\$ 82,500		\$ 67,500		\$ 15,000
2022-1301-BOD-01-25-22	UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr.		\$ 113,514	\$ 62,433		\$ -		\$ 62,433
2022-1302-BOD-01-25-22	Vision To Learn - Palm Springs, Desert Sands, and Coachella Valley School Districts 1 Yr.		\$ 50,000	\$ 27,500		\$ -		\$ 27,500
2022-1303-BOD-01-25-22	CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr.		\$ 54,056	\$ 29,731		\$ -		\$ 29,731
2022-1306-BOD-02-22-22	Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr.		\$ 123,451	\$ 67,898		\$ -		\$ 67,898
2022-1311-BOD-04-26-22	Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr.		\$ 102,741	\$ 56,508		\$ -		\$ 56,508
2022-1313-BOD-04-26-22	Angel View - Improving Access to Primary and Specialty Care Services for Children With Disabilities 1 Yr.		\$ 76,790	\$ 42,235		\$ -		\$ 42,235
2022-1314-BOD-05-24-22	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.		\$ 60,000	\$ 60,000		\$ 27,000		\$ 33,000
2022-1325-BOD-06-28-22	Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs.		\$ 150,000	\$ 150,000		\$ 33,750		\$ 116,250
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.		\$ 50,000	\$ 50,000		\$ 11,250		\$ 38,750
2022-1328-BOD-06-28-22	El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.		\$ 150,000	\$ 150,000		\$ 33,750		\$ 116,250
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education and Prevention Services - 2 Yrs.		\$ 50,000	\$ 50,000		\$ 11,250		\$ 38,750
2022-0965-BOD-06-28-22	Desert Healthcare Foundation - Behavioral Health Initiative Expansion - 3 Yrs.		\$ 2,000,000	\$ 2,000,000		\$ 2,000,000		\$ -
2022-22-15-BOD-06-28-22	Carry over of remaining Fiscal Year 2021/2022 Funds*		\$ 2,566,566	\$ 2,566,566		\$ 1,429,268		\$ 1,137,298
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yr.				\$ 100,000		\$ 22,500	\$ 77,500
2022-1332-BOD-07-26-22	Alianza CV - Expanding and Advancing Outreach Through Increasing Capacity Development - 2 Yrs.				\$ 100,000		\$ 22,500	\$ 77,500
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.				\$ 500,000		\$ -	\$ 500,000
2022-1350-BOD-09-27-22	JFK Memorial Foundation - Behavioral Health Awareness and Education Program - 1 Yr.				\$ 57,541		\$ -	\$ 57,541
2022-1355-BOD-09-27-22	Joslyn Center - The Joslyn Wellness Center - 1 Yr.				\$ 85,000		\$ -	\$ 85,000
2022-1361-BOD-09-27-22	DAP Health - DAP Health Monkeypox Virus Response - 1 Yr.				\$ 586,727		\$ -	\$ 586,727
							\$ -	\$ -
							\$ -	\$ -
TOTAL GRANTS			\$ 16,670,644	\$ 10,552,067	\$ 1,429,268	\$ 3,738,110	\$ 45,000	\$ 8,198,225
Amts available/remaining for Grant/Programs - FY 2022-23:								
Amount budgeted 2022-2023				\$ 4,000,000			G/L Balance:	9/30/2022
Amount granted through September 30, 2022:				\$ (1,429,268)				
Mini Grants:	1321; 1322; 1323			\$ (15,000)			2131	\$ 4,678,225
Financial Audits of Non-Profits; Organizational Assessments				\$ -			2281	\$ 3,520,000
Net adj - Grants not used:	FY 21-22 Funds			\$ 2,566,566			Total	\$ 8,198,225
Matching external grant contributions				\$ -				\$ (0)
Balance available for Grants/Programs				\$ 5,122,298				
* Value listed in Total Paid column reflects funds granted from carryover funds. Actual grant payments will be reflected under the respective grant.								



Chief Administration Officer's Report

October 11, 2022

The Fiscal Year 2022 draft audit reports are being presented by Coachella Valley Accounting & Auditing at today's committee meeting.

Las Palmas Medical Plaza - Property Management:

Occupancy:

See attached unit rental status report.

100% currently occupied –

Total annual rent including CAM fees is **\$1,427,699**.

Leasing Activity:

Lease renewal for Suite 1W-101 (Pathway Pharmaceuticals, Inc.) is in the packet for review and approval.

Las Palmas Medical Plaza													
Unit Rental Status													
As of October 1, 2022													
Unit	Tenant Name	Deposit	Lease Dates		Term	Unit Sq Feet	Percent of Total	Monthly Rent	Annual Rent	Rent Per Sq Foot	Monthly CAM	Total Monthly Rent Inclg CAM	Total Annual Rent Inclg CAM
			From	To							\$ 0.69		
Total - Vacancies						0	0.00%						
Total Suites - 31 - 31 Suites Occupied		\$64,959.90				49,356	100.0%	\$ 85,060.07	\$ 1,020,720.84	\$ 1.72	\$ 33,914.88	\$ 118,974.95	\$ 1,427,699.40
			Summary - All Units										
			Occupied	49,356	100.0%								
			Vacant	0	0.0%								
			Pending	0	0.0%								
			Total	49,356	100%								



Date: October 25, 2022
To: Board of Directors
Subject: Lease Agreement – Pathway Pharmaceuticals, Inc, 1W-101

Staff Recommendation: Consideration to approve the draft lease agreement for Pathway Pharmaceuticals, Inc., doing business as Las Palmas Pharmacy, at the Las Palmas Medical Plaza.

Background:

- Pathway Pharmaceuticals, Inc. has been a long-standing tenant of the Las Palmas Medical Plaza.
- Pathway's current lease expires December 31, 2022.
- Pathway would like to renew for a five (5) year lease at \$1.68 sq/ft.
- Annual increases for the term are the greater of 3% or CPI.
- Tenant Improvement allowance is \$10/sf - \$10,640.
- Staff recommends approval of the lease agreement.
- At the October 11, 2022, Finance & Administration Committee meeting, the Committee recommended forwarding the agreement for consideration of approval by the full Board.
- Draft lease agreement is attached for review.

Fiscal Impact:

Estimated Revenue from Rent and CAMs for life of the base lease - \$157,932.

Estimated Cost of Tenant Improvement Allowance (\$10/sf) – \$10,640.

Net Lease Income (base lease) - \$147,292.

OFFICE BUILDING LEASE

Between

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

And

**PATHWAY PHARMACEUTICALS, INC.
DOING BUSINESS AS LAS PALMAS PHARMACY
AS TENANT**

DATED

NOVEMBER 1, 2022

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OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and Pathway Pharmaceuticals, Inc., doing business as Las Palmas Pharmacy, hereinafter referred to as "Tenant", and is dated November 1, 2022.

I. LEASE OF PREMISES.

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

2. DEFINITIONS.

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

- a. *Base Rent (Initial)*: \$ Twenty-One Thousand, Four Hundred Fifty and 24/100 Dollars (\$21,450.24) per year.
- b. *Base Year*: The calendar year of 2023.
- c. *Broker(s)*:
Landlord's: N/A

Tenant's: N/A

In the event that N/A. represents both Landlord and Tenant, Landlord and Tenant hereby confirm that they were timely advised of the dual representation and that they consent to the same, and that they do not expect said broker to disclose to either of them the confidential information of the other party.
- d. *Commencement Date*: January 1, 2023.
- e. *Common Areas*: The building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. *Expiration Date*: December 31, 2027, unless otherwise sooner terminated in accordance with the provisions of this Lease.
- g. *Landlord's Mailing Address*: 1140 N. Indian Canyon Dr., Palm Springs, CA 92262.

Tenant's Mailing Address: 555 E. Tachevah Dr. 1W-101, Palm Springs, CA 92262.
- h. *Monthly Installments of Base Rent (initial)*: \$ One Thousand, Seven Hundred Eighty-Seven and 52/100 (\$1,787.52) per month.
- i. *Project Operating Costs (CAMS)*: Currently Sixty-Nine Cents (\$0.69) per square foot per month.
- j. *Tenant Improvement Allowance (TI)*: \$10.00 per sq/ft or Ten Thousand, Six Hundred Forty and 00/100 Dollars (\$10,640.00).
- k. *Parking*: Tenant shall be permitted, to park 5 cars on a non-exclusive basis in the area(s) designated by Landlord for parking (for Staff - generally in the back of the parking area, perimeter streets, and Wellness Park parking lot). Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator.
- l. *Premises*: That portion of the Building containing approximately 1,064 square feet of Rentable Area, located in Building 1W and known as Suite 101.
- m. *Project*: The building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at 555 E. Tachevah Drive, Palm Springs, California 92262. The Project is known as The Las Palmas Medical Plaza.
- n. *Rentable Area*: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.

_____ District _____ Recipient

- o. *Security Deposit (Section 7):* \$ Tenant will carry over from previous lease in the amount of One Thousand, Six Hundred and Seventeen Dollars and 28/100 (\$1,617.28).
- p. *State:* the State of California.
- q. *Tenant's First Adjustment Date (Section 5):* The first day of the calendar month following the Commencement Date plus 12 months.
- r. *Tenant's Proportionate Share:* 2.16%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of six building(s) containing a total Rentable Area of 49,356 square feet.
- s. *Tenant's Use Clause (Article 8):* Medically related office use consistent with and use the City may allow under the City of Palm Springs zoning, subject to Landlord's reasonable approval.
- t. *Term:* The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

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

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

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

4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession, "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Addendum. If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT.

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

5.2 *Adjusted Base Rent:*

- a. The Base Rent (and the corresponding monthly installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date.
- b. Such adjustment shall be the greater of 3% over the preceding year or Consumer Price Index.
- c.

5.3 *Project Operating Costs (CAMs):*

- a. In order that the Rent payable during the Term reflect Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all costs, expenses and obligations attributable to the Project and its operation as set forth in 2i, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with the provisions of this Section 5.3b.

(1.) The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

- (a.) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this lease or on the rent received under any other leases of space in the Building or Project, or (2) and license fee, excise or franchise tax,

_____ District _____ Recipient

assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transactions, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operation Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably Approximate the taxes, which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b.) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project tenant); (6) operation and maintenance of a room for delivery and distribution of mail to tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs) (i) required by a governmental entity for energy conservation or life safety purposes, or (ii) made by landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

(2.) Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:

(a.) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the Comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."

(b.) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate Share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expense for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.

(c.) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding Comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate Share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If the credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this Section 5.3 shall survive the Expiration Date.

(d.) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.

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- (e.) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
- (f.) If this Lease sets forth an Expense Stop at Section 2f, then during the Term, Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3(2)(b) and (c) above.

5.4 Definition of Rent: The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.

5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.

5.6 Taxes Payable by Tenant: In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

5.7 Tenant Improvement Allowance: In recognition for Tenant completing all improvements to the premises as mutually agreed by Landlord and Tenant, Landlord shall provide Tenant with a total Tenant improvement allowance not to exceed that set forth in Section 2j upon completion of agreed Tenant improvements. This allowance will be reimbursed to tenant upon satisfactory receipt of paid invoices and inspection by Property Management that work has been satisfactorily completed. Any additional tenant improvements will be at the sole expense of the Tenant. Improvements shall conform to a high quality of design approved by Landlord prior to commencement of work and shall be performed by a licensed General Contractor approved by Landlord in advance. Tenant shall submit plans and specifications for any and all improvements to Landlord, and where necessary, the City of Palm Springs and other applicable government agencies for their required approval (if any) prior to commencement of work. Tenant and the General Contractor shall indemnify and hold Landlord and its officers, agents and employees harmless from any liability resulting from the tenant improvement work and shall be named as an additional insured on the insurance policy of both the Tenant and the General Contractor. All costs shall be subject to prevailing wages and if construction costs exceed \$25,000, then the tenant improvements shall also be subject to California competitive bid statutes.

6. INTEREST AND LATE CHARGES.

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

7. SECURITY DEPOSIT.

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

If Tenant fails to pay Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand, therefore, restore the Security Deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at Article 27 hereof. Within fifteen (15) days after the Term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obligations hereunder, Landlord shall return the Security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project, or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything, which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Article. 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 Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES.

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (I) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or devise in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as

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determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord Promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not installed, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services of common area in a manner that such services are customarily furnished to comparable office buildings in the area.

10. CONDITION OF THE PREMISES.

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession of the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE.

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

- e. *Load and Equipment Limits:* Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install business machines or mechanical equipment which cause noise or vibration to such a degree as to be objectionable to Landlord or other Building tenants.
- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS.

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

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 notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notice at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.5) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligations under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to

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Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS.

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

15. CERTAIN RIGHTS RESERVED BY LANDLORD.

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

- a. To name the Building and Project and to change the name or street address of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, eluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING.

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

- a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.
- b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or subtenant on the following further conditions:
 - (1.) Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld;
 - (2.) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;
 - (3.) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;
 - (4.) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and

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(5.) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

- c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.
- d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or sub lettings or amendments or modifications to the Lease with assignees of tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereof and any such actions shall not relieve Tenant of liability under this Lease.
- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100 Dollars (\$150.00) plus any attorney's fees reasonably incurred by Landlord in connection with such act or request.

17. HOLDING OVER.

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

18. SURRENDER OF PREMISES.

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

19. DESTRUCTION OR DAMAGE.

- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements, or other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees, or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

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- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration, and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building, or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building, or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absent of express agreement, shall have no application.

20. EMINENT DOMAIN.

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

21. INDEMNIFICATION.

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

22. TENANT'S INSURANCE.

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- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees, and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees, or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee, and Tenant as required by this Lease.
- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions, or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism, and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) above be paid to Landlord, and the proceeds under (ii) above be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for, and maintain in effect worker's compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation, or condition of the Premises, and the operations of Tenant in, on, or about the Premises, providing broad form property damage coverage for not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, and property damage liability insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000) each accident.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increases in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as is set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION.

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

24. SUBORDINATION AND ATTORNMENT.

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

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

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25. TENANT ESTOPPEL CERTIFICATE.

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee, or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim, or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST.

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

27. DEFAULT.

27.1. *Tenant's Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

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

27.2. *Remedies.* In the event of Tenant's default hereunder, then, in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

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

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

- (1.) *Past Rent.* The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
- (2.) *Rent Prior to Award.* The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- (3.) *Rent After Award.* The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant provides could be reasonably avoided; plus
- (4.) *Proximately Caused Damages.* Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses (including attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

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

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

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

28. BROKERAGE FEES.

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

29. NOTICES.

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

30. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

31. RELOCATION OF PREMISES.

Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:

- a. The new premises shall be substantially the same in size, dimension, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
- b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
- c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
- d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
- e. If the new premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
- f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base Rent, if any.

32. QUIET ENJOYMENT.

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

33. OBSERVANCE OF LAW.

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

34. FORCE MAJEURE.

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

35. CURING TENANT’S DEFAULTS.

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

36. SIGN CONTROL.

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

37. MISCELLANEOUS.

- a. *Accord and Satisfaction; Allocation of Payments:* No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. *Addenda:* If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. *Attorneys' Fees:* If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. *Captions, Articles and Section Numbers:* The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.
- e. *Changes Requested by Lender:* Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such charge or amendment is requested.
- f. *Choice of Law:* This Lease shall be construed and enforced in accordance with the laws of the State of California.
- g. *Consent:* Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
- h. *Corporate Authority:* If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. *Counterparts:* This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. *Execution of Lease; No Option:* The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant

and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

- k. *Furnishing of Financial Statements; Tenant's Representations:* In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
- l. *Further Assurances:* The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- m. *Mortgagee Protection:* Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- n. *Prior Agreements; Amendments:* This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- o. *Recording:* Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
- p. *Severability:* A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- q. *Successors and Assigns:* This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
- r. *Time of the Essence:* Time is of the essence of this Lease.
- s. *Waiver:* No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
- t. *Compliance:* The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

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

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

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

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

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

Date:	_____	Date:	_____
Landlord:	<u>Desert Healthcare District</u>	Tenant:	<u>Pathway Pharmaceuticals, Inc.</u>
	<u>dba: Las Palmas Medical Plaza</u>		<u>dba: Las Palmas Pharmacy</u>
By:	<u>Conrado Bárzaga</u>	By:	_____

_____ District _____ Recipient

Signature: _____
Title: CEO

Signature: _____
Title: _____

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

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

DRAFT

EXHIBIT "A"

RULES AND REGULATIONS

1. No sign, placard, pictures, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Building without the written consent of Landlord first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

All approved signs or lettering on entry door and directory shall be printed, painted, affixed, or inscribed at the expense of Landlord by a person approved by Landlord outside the Premises; provided, however, that Landlord may furnish and install a Building standard interior window covering at all exterior windows. Tenant shall not, without prior written consent of Landlord, cause or otherwise sunscreen any window.

2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises.
4. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of the rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
5. Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.
6. No furniture, freight or equipment of any kind shall be brought into the Building without the prior notice to Landlord and all moving of the same into or out of the Building shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building and also the times and manner of moving the same in and out of the Building. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to the Building by moving or maintaining any such safe or other property shall be repaired at the expense of Tenant.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substances in the Premises, or permit or suffer the Premises to be occupied or used in a manner 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.
8. No cooking shall be done or permitted by any Tenant on the Premises, nor shall the Premises be used for storage of merchandise, for washing clothes, for lodging or for any improper, objectionable or immoral purposes.
9. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
10. Landlord will direct electricians as to where and how telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.
11. On Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 p.m. and 8:00 a.m. the following day, access to the Building or to the halls, corridors, elevators or stairways in the Building, or to the Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge and has a pass or is properly identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to the Building during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building and the Building.
12. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.
13. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the written consent of the Landlord.

_____ District _____ Recipient

- 14. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Premises are a part.
- 15. Tenant shall not disturb, solicit, or canvass any occupant of the Building and shall cooperate to prevent same.
- 16. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.
- 17. Landlord shall have the right to control and operate the public portions of the Building, and the public facilities, and heating and air conditioning, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
- 18. All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the Premises.

Landlord's Initials

Tenant's Initials

DRAFT

ADDENDUM

Addendum to that certain Office Building Lease dated November 1, 2022 by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord and Pathway Pharmaceuticals, Inc., doing business as Las Palmas Pharmacy, as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

In the event of any inconsistency between the Addendum language and the body of the Lease, the Addendum language shall prevail.

1. Commencement Date:

January 1, 2023
2. Expiration Date:

December 31, 2027
3. Rent Schedule:

01/01/2023 – 12/31/2023	\$1,787.52	
01/01/2024 – 12/31/2024	\$1,841.15	Greater of 3% or CPI
01/01/2025 – 12/31/2025	\$1,896.38	Greater of 3% or CPI
01/01/2026 – 12/31/2026	\$1,953.27	Greater of 3% or CPI
01/01/2027 – 12/31/2027	\$2,011.87	Greater of 3% or CPI
4. CAMs:

\$0.69 per square foot
5. Security Deposit:

Carry over from previous lease in the amount of One Thousand, Six Hundred and Seventeen Dollars and 28/100 (\$1,617.28).

The foregoing is hereby agreed to and accepted:

Date:	_____	Date:	_____
Landlord:	<u>Desert Healthcare District</u>	Tenant:	<u>Pathway Pharmaceuticals, Inc.</u>
	<u>dba: Las Palmas Medical Plaza</u>		<u>dba: Las Palmas Pharmacy</u>
By:	<u>Conrado Bárzaga</u>	By:	_____
Signature:	_____	Signature:	_____
Title:	<u>CEO</u>	Title:	_____



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: October 25, 2022
To: Board of Directors
Subject: Addendum #1 to Consulting Services Agreement for NPO Centric - Results Based Accountability (RBA) and Clear Impact – No Cost Time Extension to 09/30/23

Staff Recommendation: Consideration to approve Addendum #1 to the Consulting Services Agreement for NPO Centric - Results Based Accountability (RBA) and Clear Impact – a No-Cost Time Extension to 09/30/23.

Background:

- In October 2021 the Board of Directors approved the 2021-2026 five-year strategic plan.
- Goal#4 of the Strategic Plan is to *proactively measure and evaluate the impact of DHCD/F funded programs and services on the health of the community residents.*
- Strategy 4.1 (HIGH Priority) – Adopt Clear Impact performance management and RBA (Results Based Accountability) platforms to track and report impact.
- The RBA approach is used as a means to demonstrate program success, improve programs that the DHCD/F administers and funds, and showcase these results in a meaningful, easy to understand way.
- As DHCD/F prepares to embrace RBA and implement the Clear Impact Scorecard, it is necessary to contract with a trained RBA/Clear Impact consultant to build the capacity of staff, the Board of Directors, and our community partners.
- At the May 24, 2022, Board of Directors meeting, the Board approved a consulting services agreement to provide services to DHCD/F's CEO and staff on the training and understanding of Results Based Accountability (RBA) and Clear Impact platforms.
- Staff would like to continue working with NPO Centric on a no-cost extension.
- Staff recommends approval of Addendum #1 extending the time at no additional cost to 9/30/23.
- At the October 11, 2022, Finance & Administration Committee meeting, the Committee recommended forwarding the addendum for consideration of approval by the full Board.

Fiscal Impact: NTE \$48,000: covered under Education and Training line item in the annual budget.

**CONSULTING SERVICES AGREEMENT
ADDENDUM #1**

This Professional Services Agreement (“Agreement”) was entered into on May 31, 2022 by and between Desert Healthcare District(Foundation) (“District”), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and NPO Centric, (“Consultant”) as follows:

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

1. This Addendum extends and revises the termination date in Section 3.1 from October 1, 2022 to September 30, 2023.

2. All other terms and conditions of the original service agreement remain unchanged.

“District”:

Desert Healthcare District

“Consultant”:

NPO Centric

By: _____
Conrado Barzaga, CEO

By: _____
Leticia DeLara, Director

Date:_____

Date:_____



Project Scope of Work

Desert Healthcare District and Foundation – RBA Capacity Building, Action Planning and Implementation

Project Summary

The Desert Healthcare District is a local government agency that was formed in 1948. Its mission is to achieve optimal health at all stages of life for all District residents. The agency's vision is equitably connecting Coachella Valley residents to health and wellness services and programs through philanthropy, health facilities, information and community education, and public policy.

The District includes more than 400,000 residents and encompasses the entire Coachella Valley. The District and Desert Healthcare Foundation, together, are one of the largest funders in the valley. These funds are used to assist residents -- especially the underserved -- in accessing vitally needed resources, such as primary and behavioral healthcare, housing, food, and transportation to medical appointments.

On October 26, 2021, the Desert Healthcare District and Foundation (DHCD/F) Board unanimously voted to approve a new Strategic Plan. The Strategic Plan identifies DHCD/F's priorities, goals, and strategies for the Coachella Valley -- with consideration given to the social determinants of health prevalent in the community. It is essentially the framework to inform and support the Board's future funding, program, and policy decisions.

Goal #4 of the Strategic Plan is to proactively measure and evaluate the impact of Desert Healthcare District and Foundation-funded programs and services on the health of community residents. Toward that end, the Desert Healthcare District and Foundation Board agreed to adopt a Results Based Accountability Framework (RBA) and to utilize the RBA-associated Clear Impact performance management tool to track and report impact.

Adopting the RBA framework will identify how well-funded programs are doing in achieving a particular quality of life result and where changes may need to be made. The RBA approach is used as a means to demonstrate program success, improve programs that the DHCD/F administers and funds, and showcase these results in a meaningful, easy-to-understand way.

The Desert Healthcare District and Foundation will be building, maintaining, and using Clear Impact Scorecards to strengthen how they measure, monitor, and continuously improve their organization and funded programs with a focus on whether the children, adults, and families they work with are "better off." These scorecards will be "live" and available on the DHCD/F's website.

As DHCD/F prepares to embrace Results Based Accountability and implement the Clear Impact Scorecard, the organization is seeking a consultant to build the capacity of staff, the Board of Directors, and their community partners.

Scope of Work

Per the project objectives outlined in the summary above, NPO Centric will provide services to the DHCD/F's CEO and staff from May 2022 to September 2023. The work will encompass two strategies: work with staff, the Board of Directors, and community partners to help them better understand RBA and Clear Impact, and to create and fulfill an Action Plan to implement RBA for DHCD/F.

Cost: \$300.00 per hour.

See the chart below:

Description of Activities and Results	Timeframe	Range of Hours
Planning Phase		
NPO Consultants to complete prerequisite work, development, and design.	Early May 2022	10-12
NPO Consultants will interview DHCD/F key staff to gain insight into the agency. This will include a historical look at DHCD/F to gain an understanding of where the agency has been, where they believe they currently are, and what the priorities are going forward.	Early May 2022	2-4
NPO Consultants to compile and aggregate the information from the interview listed above and perform a deep dive into RBA implementation that has been performed by DHCD/F staff so far.	Mid-May 2022	8-10

<p>Meeting with NPO Centric consultants and key members of staff:</p> <p>Discussion of common language and constructing a meaningful glossary.</p> <p>We will work together to determine and refine: What are DHCD/F's baselines? What is the story behind the baselines? Who are the partners? What works? What doesn't work? What additional community partners do we need to reach out to?</p> <p>We will work together to create a results list.</p> <p>We will co-design the next steps and action plan.</p>	Late May 2022	10-12
Design and Development Phase		
<p>Review of DHCD/F Strategy Mapping (What is the North Star?)</p> <p>NPO Centric Consultants prep work, planning and outreach to various community partners.</p> <ul style="list-style-type: none"> • Introduction to RBA • Talk about the priorities of DHCD • Strategy designing with community partners (We need their buy in) • Compile, organize, and analyze the information gathered from this supplemental outreach <p>Clear Impact Scorecard Work—NPO Centric Consultants will work with staff to make sure the Scorecard is set up correctly with all of the Results, Indicators, Programs and Performance Measures that will measure the impact for funding and easily communicate results to stakeholders.</p>	Late May 2022	26-30

We will also work to tell the “Story Behind The Curve” by identifying key factors—positive and negative, internal and external.		
NPO Centric Consultants to give presentation for DHCD/F staff on data and information gathered from the supplemental outreach. NPO Centric consultants to hold a performance hearing and a results hearing for DHCD/F staff.	Mid-June 2022	5-7
Consultants to plan, facilitate, co-design presentation about RBA and Clear Impact to the Board of Directors at their June 2022 Board meeting.	June 2022	3-5 (Includes prep time)
Staff to present to the Board for approval of the strategy map, implementation plan, and Turn the Curve Action plan for next fiscal year. Consultants on hand to present or answer questions as determined by staff.	June 2022	3-4
Launch Phase		
Consultants to work with DHCD/F staff on clear RFPs that include Results Based Accountability language and measurements.	July 2022	10-12
NPO Centric Consultants will help to train grantees to collect client-level data, track the performance of programs over-time, and report on the progress of their missions to improve the lives of children, families, and communities.	July 2022 – December 2022	30-36
Help expand, adapt and test the Clear Impact platform	July-August 2022	14-16
Scaling phase		

Refinement and development	August-September 2022	8-12
Estimated budget (Including presentation materials)		Not to exceed 160 hours \$48,000.00

Project Team:

Stephanie Minor

Director

NPO Centric

41550 Eclectic Street

Palm Desert, CA 92260

Kristal Granados

NPO Centric Consultant and Executive Director of the United Way of the Desert

CONSULTING SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between Desert Healthcare District ("District"), a public agency organized and operating pursuant to California Health and Safety Code section 32000 et seq., and NPO Centric, ("Consultant") as follows:

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

1. District would like to retain the professional services of Consultant to provide the training and understanding of Results Based Accountability (RBA) and Clear Impact platforms.
2. Consultant is qualified and possesses the knowledge, skill, expertise, necessary to provide the professional services ("Services") as more specifically outlined in the attached Exhibit "A" ("Consultant Proposal").

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

1. CONSULTANT'S SERVICES.

- 1.1 Services. Consultant shall provide all labor, materials, equipment, and incidentals necessary to fully and adequately provide the District with the professional services described in the Consultant Proposal. All Services shall be performed by Consultant to the reasonable satisfaction of the District.
- 1.2 Compliance with Laws. In performing the Services, Consultant shall, at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the Services.
- 1.3 Performance Standard. Consultant shall perform the Services with efficiency and diligence and shall execute the Services in accordance with the standards of Consultant's profession, generally described as that degree of skill and care ordinarily exercised by professionals providing similar services as Consultant practicing in California.
- 1.4 District and Foundation's Representative. For purposes of this Agreement, the District and Foundation's Representative shall be District's Chief Executive Officer Conrado Barzaga, located at 1140 North Indian Canyon Drive, Palm Springs, CA 92262. All amendments to this Agreement shall be approved by the District Board.

2. FEES AND PAYMENTS.

2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant Not to Exceed \$48,000, plus reimbursement of out-of-pocket expenses.

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

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

3. TERM; TERMINATION.

3.1 Term. The term of this Agreement shall run from execution of the agreement through September 30, 2022, subject to Section 1.3.

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

4. INDEPENDENT CONTRACTOR.

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

5. OWNERSHIP OF DOCUMENTS.

All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, documents, data, ledgers, journals and reports prepared by Consultant as a part of Consultant's Services shall belong to and be subject to the sole ownership and use of the District. The provisions of this Paragraph 5 shall survive any termination of this Agreement.

6. INDEMNIFICATION.

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

7. NOTICE.

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

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

To: Consultant
NPO Centric
Stephanie Minor
41550 Eclectic Street
Palm Desert, CA 92260

8. MISCELLANEOUS PROVISIONS.

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

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

8.3 Entire Agreement. This Agreement, together with all Schedules attached, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its schedules.

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

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

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

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

"District":

Desert Healthcare District

By: 

Conrado Barzaga, CEO

Date: 6/9/22

"Consultant":

NPO Centric

By: 

Stephanie Minor, Director

Date: May 31, 2022



Project Scope of Work

Desert Healthcare District and Foundation – RBA Capacity Building, Action Planning and Implementation

Project Summary

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Cost: \$300.00 per hour.

See the chart below:

Description of Activities and Results	Timeframe	Range of Hours
Planning Phase		
NPO Consultants to complete prerequisite work, development, and design.	Early May 2022	10-12
NPO Consultants will interview DHCD/F key staff to gain insight into the agency. This will include a historical look at DHCD/F to gain an understanding of where the agency has been, where they believe they currently are, and what the priorities are going forward.	Early May 2022	2-4
NPO Consultants to compile and aggregate the information from the interview listed above and perform a deep dive into RBA implementation that has been performed by DHCD/F staff so far.	Mid-May 2022	8-10

<p>Meeting with NPO Centric consultants and key members of staff:</p> <p>Discussion of common language and constructing a meaningful glossary.</p> <p>We will work together to determine and refine: What are DHCD/F's baselines? What is the story behind the baselines? Who are the partners? What works? What doesn't work? What additional community partners do we need to reach out to?</p> <p>We will work together to create a results list.</p> <p>We will co-design the next steps and action plan.</p>	Late May 2022	10-12
Design and Development Phase		
<p>Review of DHCD/F Strategy Mapping (What is the North Star?)</p> <p>NPO Centric Consultants prep work, planning and outreach to various community partners.</p> <ul style="list-style-type: none"> • Introduction to RBA • Talk about the priorities of DHCD • Strategy designing with community partners (We need their buy in) • Compile, organize, and analyze the information gathered from this supplemental outreach <p>Clear Impact Scorecard Work—NPO Centric Consultants will work with staff to make sure the Scorecard is set up correctly with all of the Results, Indicators, Programs and Performance Measures that will measure the impact for funding and easily communicate results to stakeholders.</p>	Late May 2022	26-30

We will also work to tell the "Story Behind The Curve" by identifying key factors—positive and negative, internal and external.		
NPO Centric Consultants to give presentation for DHCD/F staff on data and information gathered from the supplemental outreach. NPO Centric consultants to hold a performance hearing and a results hearing for DHCD/F staff.	Mid-June 2022	5-7
Consultants to plan, facilitate, co-design presentation about RBA and Clear Impact to the Board of Directors at their June 2022 Board meeting.	June 2022	3-5 (Includes prep time)
Staff to present to the Board for approval of the strategy map, implementation plan, and Turn the Curve Action plan for next fiscal year. Consultants on hand to present or answer questions as determined by staff.	June 2022	3-4
Launch Phase		
Consultants to work with DHCD/F staff on clear RFPs that include Results Based Accountability language and measurements.	July 2022	10-12
NPO Centric Consultants will help to train grantees to collect client-level data, track the performance of programs over-time, and report on the progress of their missions to improve the lives of children, families, and communities.	July 2022 – December 2022	30-36
Help expand, adapt and test the Clear Impact platform	July-August 2022	14-16
Scaling phase		

Refinement and development	August-September 2022	8-12
Estimated budget (Including presentation materials)		Not to exceed 160 hours \$48,000.00

Project Team:

Stephanie Minor
 Director
 NPO Centric
 41550 Eclectic Street
 Palm Desert, CA 92260

Kristal Granados
 NPO Centric Consultant and Executive Director of the United Way of the Desert



Date: October 25, 2022
To: Board of Directors
Subject: Consideration to Approve Policies

Staff Recommendation: Consideration to approve updated policies

Background:

- The policies listed below have been determined to need review and/or revision.
- Policy #OP-05 – Revisions to include an increase of the mini grants from \$5,000 to \$10,000 and a Declination Appeal Process
- Policy #BOD-03 – Revisions to include adding Board and Staff & Policies Committee
- Policy #BOD-07 – Minor revisions
- Policy #BOD-16 – Minor revisions
- Policy #OP-01 – Minor revisions
- Policy #OP-03 – Minor revisions
- Policy #OP-04 – Minor revisions
- Policy #OP-15 – Minor revisions
- At the October 18, 2022, Board and Staff Communications and Policies Committee meeting, the Committee recommended forwarding the policies for consideration of approval by the full Board.

Fiscal Impact:

None



Date: October 25, 2022
To: Board of Directors
Subject: Requested Grant Declination Process – Structure Review

Board and Staff Communications & Policies Committee Recommendation: To approve the additions/changes to the existing District grant review process as reviewed and discussed at the October 18, 2022 Board and Staff Communications and Policies Committee meeting.

Grant Review Process: This revised chart details each phase of the review and selection process informing organizations on the status of their grant applications once submitted. Sharing our review process and criteria demonstrates that the District understands the value this information holds for applicants and that staff is there to support them throughout this process. Being transparent about our process facilitates trust from potential applicants and brings clarity to the whole process.

History/Background:

- On July 26th, the DHCD Board of Directors President, Karen Borja requested a review of the current District practices related to grant application review and a declinations appeal process.
- The **current** District process does not include a declinations appeal process.

Comparative Organizational Grant Declination Structures:

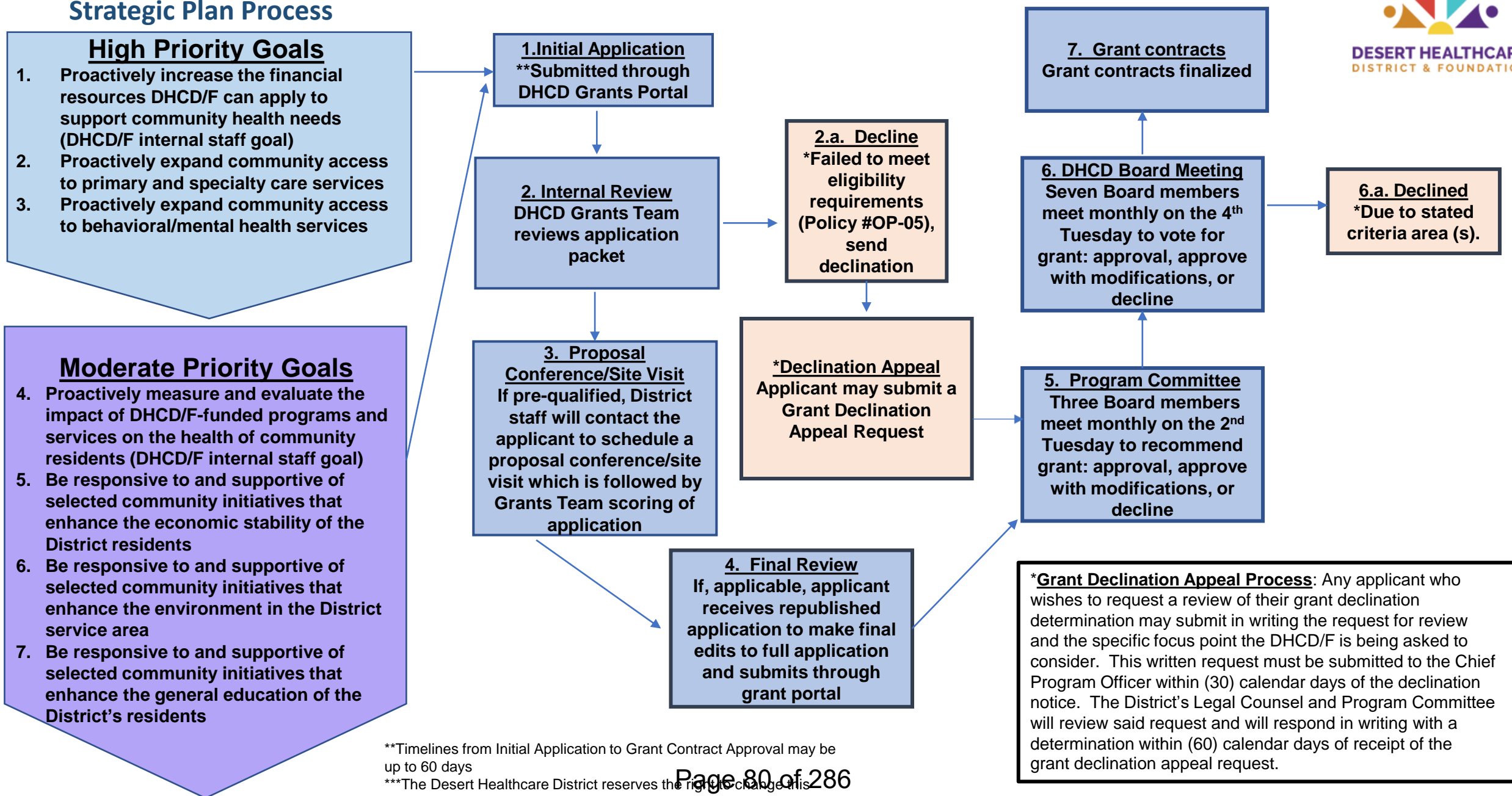
- A review of a cross-section of various organizations that provide funding, and their declination structure highlighted a focus on insuring that the identified/published review process was followed and was free of any deviation from established practices.
- There is a specific timeline (10-30 days) by which the declination review must be requested in writing and must state an aspect of the review process that was not followed.
- Organizations have a specific amount of time to respond to the written request (30-60 days) with a final determination.

Proposed structural additions to existing DHCD Grant and Mini Grant Policy:

- Grant Declination Appeal Process: Any applicant who wishes to request a review of their grant declination may submit in writing the request for review and the specific focus point the DHCD/F is being asked to consider (Grant & Mini Grant Policy #OP-05).
- This written request must be submitted to the Chief Program Officer within (30) calendar days of the declination notice.

- The District's Legal Counsel and Program Committee will review said request and will respond in writing with a determination within (60) calendar days of receipt of the grant declination appeal request.

Fiscal Impact: None





POLICY TITLE: GRANT & MINI GRANT POLICY

POLICY NUMBER: OP-05

COMMITTEE APPROVAL: 10-18-2022~~02-10-2022~~

BOARD APPROVAL: 10-18-2022~~02-22-2022~~

POLICY #OP-05: In accordance with Desert Healthcare District's mission and strategic plan it is the policy of the Desert Healthcare District ("District" or "DHCD") to provide guidelines for Grants & Mini Grants to provide health and wellness programs/projects for the benefit of the District residents and in alignment with the California Health and Safety Code requirements. Each year the Board of Directors will allocate a budget for both grants and mini grants.

The District Board may amend this policy as needed to be consistent with any state legislation regarding healthcare district grant programs.

GUIDELINES:

1. The District will administer the grant funds to assure transparent and responsible distribution of monies and to maximize the benefit to community members and fairness to grant recipients.
 - 1.a. All grants must align with the Desert Healthcare District & Foundation's ("DHCD/F") strategic plan. The strategic plan is available on our website, www.dhcd.org
 - 1.b. The Board will adopt a grant budget allocation each fiscal year during the annual budget process. (July – June).
 - 1.c. Grant recipients should not assume there exists an entitlement to continued funding nor that similar funding will be available in future years.



1.d. Grant recipients must accept the District's standard grant/contract terms and conditions as a stipulation of any grant award. A Grantee who is not in compliance as identified in the Grant Contract may become ineligible to apply for future grants for a period of up to two (2) years.

1.e. The District will place a priority on collaboration with community agencies applying for grants, to maximize use of funds and impact while avoiding the fostering of competing programs that may make each such competing programs to become less effective.

Applicants who choose not to collaborate must demonstrate a distinction between their proposed services and those that may already be in place.

1.1 Grant requestors utilizing a fiscal agent may be considered; the application shall include a copy of a resolution adopted by the fiscal agent organization's board of directors approving of the action to act as an agent on behalf of the requestor.

1.2 Per AB 2019 and revised California Health and Safety Code Section 32139(c)(5), individual meetings regarding grants between an applicant and a District Board member, officer, or staff outside of the established grant process is prohibited. Staff may provide technical assistance, upon request, from potential and current Grantees.

2. **Mini Grants** allow the Desert Healthcare District community to access support for small health initiatives that possibly do not have the capacity for a large program or project. The mini grant application is processed by the administration of DHCD. Consideration is contingent upon the availability of funds, community health priorities, and the ability of the applicant to effectively administer the project programmatically



and financially. The mini grant provides up to ~~\$10,000~~\$5,000 per one request in a fiscal year. The request must align with the DHCD strategic goals and objectives.

3. Grant Application Process

a. Program Committee

The Program Committee shall be responsible for oversight and for making recommendations to the Board, where appropriate, on District matters related to grant-making and related programs.

b. Eligibility/Criteria

3.b.1 The District awards grants only to organizations exempt from federal taxation under Section 501(c) (3) of the Internal Revenue Code or equivalent exemption; such as a public/governmental agency, program or institution. Except for mini grant recipients, all organizations must have current audited financial statements.

3.b.2 Some small organizations (annual revenue of \$500,000 or less) may be financially unable to provide audited financial statements. Under certain circumstances defined by the ability of the organization and if the organization is able to provide a service to meet the mission of the District, the District may consider providing grant funds to complete a financial audit. The District may also consider providing grant funds to develop capacity building.

3.b.3 Organizations must directly serve residents of the Desert Healthcare District. Agencies physically located outside District boundaries would be eligible for funds upon demonstration that the residents of the District will be proportionately served.

3.b.4 Grants are available to organizations whose activities improve residents' health within one priority area of the District's strategic plan. Through



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investment of its grant dollars, the District supports programs, organizations and community collaborations with potential for achieving measurable results. Through the use of a grant scoring structure, consideration is given to projects or organizations that:

- Have proven records of success and capacity
- Have potential to impact the greatest numbers of District residents in alignment with strategic goals
- Can demonstrate the greatest potential to positively change health-related behaviors
- Are based on research and/or best practices that demonstrate effectiveness
- Have data available to measure progress, outcomes and relevance
- Have strong fiscal and operational governance

4. Funding Restrictions

4.1 The District's grants will NOT support the following:

- Individuals
- Endowment campaigns
- Retirement of debt
- Annual campaigns, fundraising events, or expenses related to fundraising
- Programs that proselytize or promote any religion or sect, or deny services to potential beneficiaries based upon religious beliefs
- Expenses related to lobbying public officials
- Political campaigns or other partisan political activities
- Unfunded government mandates



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- Replacement funds to allow funding to be shifted to other programs or budget areas
- Any organization who discriminates against others based on, including, but not limited to race, color, creed, gender, gender identity, sexual orientation or national origin.

5. Application Process

Please refer to attached Application Process flowchart

5.1 Grant Declination Appeal Process

Any applicant who wishes to appeal their grant declination must follow the guidelines below:

1. Submit in writing the request for appeal and the specific focus point/criteria the DHCD/F is being asked to consider.
2. The written request must be submitted to the Chief Program Officer within 30 calendar days of receipt of the declination notification.
- 4.3. The DHCD/F will review said request and will respond in writing within 60 calendar days of receipt of the grant declination appeal request (process for review and final determination).

6. No-Cost Grant Extension

6.1 Under a No-Cost Extension, grantees may extend a grant's project period one time for up to 12 months. A No-Cost Extension may be requested when the following conditions are met:

- 6.1.1 No term of award specifically prohibits the extension



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- 6.1.2 Project's originally approved scope will not change
- 6.1.3 The end of the project/grant period is approaching
- 6.1.4 There is a programmatic need to continue
- 6.1.5 There are sufficient funds remaining to cover the extended effort

6.2 The Desert Healthcare District always retains the right to decline the request. Examples of reasons to decline might include:

- a. An extension may not be granted solely because there is money left over. Programmatic benefit must be justified.
- b. Deliverables as outlined in Exhibit B (Payment Schedule, Requirements & Deliverables) have been met.

6.3 Process:

Grantee must submit a written request to the DHCD/E at least 30 days before the end of the current project period. The request should be sent to the Grant Department and include the following information:

- 1. The amount of funds remaining, and an explanation for why they have not been spent
- 2. Rationale for continuing the project
- 3. An explanation of why the project has not been completed
- 4. Inclusion of a detailed work plan and how all unfinished activities will be completed by the proposed end date



AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

<u>Revised</u>	<u>10-25-2022</u>
Revised	02-22-2022
Revised	02-23-2021
Revised	03-24-2020
Revised	05-28-2019
Revised	05-24-2016
Approved	02-20-2012



POLICY TITLE: GRANT & MINI GRANT POLICY

POLICY NUMBER: OP-05

COMMITTEE APPROVAL: 10-18-2022

BOARD APPROVAL: 10-18-2022

POLICY #OP-05: In accordance with Desert Healthcare District's mission and strategic plan it is the policy of the Desert Healthcare District ("District" or "DHCD") to provide guidelines for Grants & Mini Grants to provide health and wellness programs/projects for the benefit of the District residents and in alignment with the California Health and Safety Code requirements. Each year the Board of Directors will allocate a budget for both grants and mini grants.

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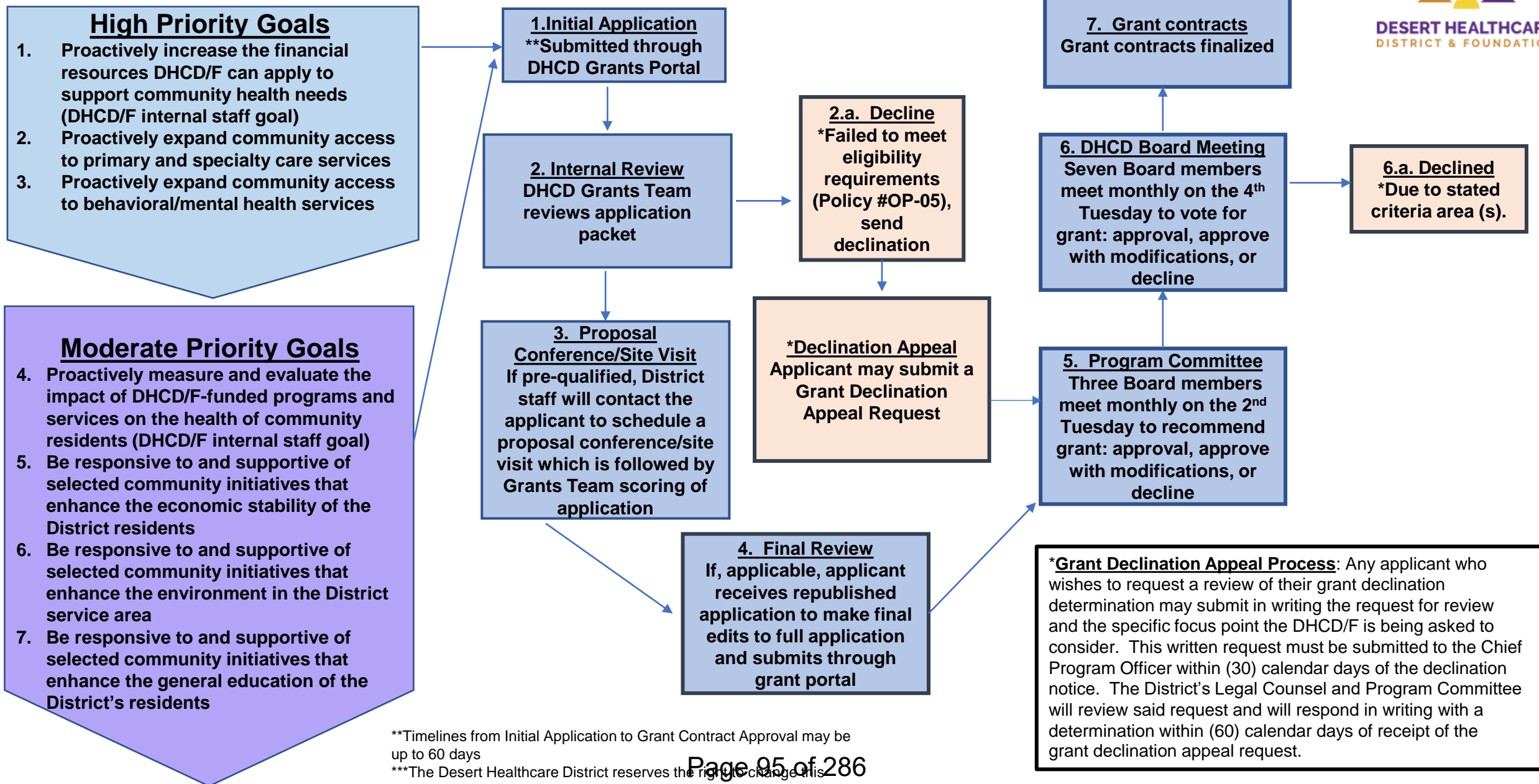


AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

Revised	10-25-2022
Revised	02-22-2022
Revised	02-23-2021
Revised	03-24-2020
Revised	05-28-2019
Revised	05-24-2016
Approved	02-20-2012





POLICY TITLE: **APPOINTMENT & DUTIES FOR COMMITTEES**

POLICY NUMBER: BOD-03

COMMITTEE APPROVAL: 10-18-2022~~11-09-2020~~

BOARD APPROVAL: 10-25-2022~~11-24-2020~~

POLICY #BOD-03: It shall be the policy of the Desert Healthcare District ("District") that the Board of Directors ("Board") President shall appoint Board members to all committees and all committees shall be advisory only to the full Board of Directors unless otherwise specifically authorized to act by the Board. The District encourages community engagement to ensure the community's voice is heard. For guidelines, reference Policy #OP-15 Engagement of the Community, Public, and Subject Matter Experts.

1. DISTRICT BOARD COMMITTEES:

1.1. Ad-hoc Committees. Special Ad-hoc Committees of less than a quorum of the Board may be appointed by the Board President, for specific tasks or for a limited or a single purpose that is not perpetual. Ad hoc Committees shall not be created by formal action of the Board and shall be dissolved once the specific task is completed.

1.2. Standing Committees. The District Bylaws shall reference and list the Board Standing Committees which shall meet regularly to review reports from District staff, legal counsel, and consultants relating to the subject matter of the committee. Annually at the first Board meeting following the election of officers the Board President shall appoint three Board members to each Standing Committee and a chairperson. The Board Treasurer shall serve as the Chair of the Finance, Legal and Administrative Committee (F&A Committee). There shall be the following Standing Committees:

1.2.1. Finance, Legal, Administration, and Real Estate Committee (F&A). This committee shall be responsible for making recommendations to the Board where appropriate on matters related to finance, administration, human resources, property management, legal affairs (including legislation), real estate, and information systems (IS).



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DISTRICT & FOUNDATION

1.2.2. Strategic Planning Committee. This committee shall meet quarterly, or more often if needed, and shall be responsible for monitoring the District's progress in achieving the goals and expectations outlined in its strategic plan.

1.2.3. Hospital Lease Oversight Committee. This committee shall meet quarterly, or more often if needed, and shall be charged with oversight responsibilities to ensure compliance with the terms of the current Lease of Desert Regional Medical Center.

1.2.4. Program Committee. This committee shall be responsible for oversight and for making recommendations to the Board where appropriate on District matters related to its grant-making and related programs.

1.2.5. Board and Staff Communications & Policies Committee. This committee shall meet quarterly, or more often if needed, and shall be responsible for monitoring and developing the District's Board and staff communications and relations. The committee is also responsible for developing and maintaining the District's policies and policies manual.

2. F&A COMMITTEE. In accordance with the District Bylaws, this committee shall be responsible for oversight and for making recommendations to the Board where appropriate on matters related to finance, administration, human resources, property management, legal affairs (including legislation) real estate, and information systems (IS).

2.1. Responsibilities. The responsibilities of the F&A Committee include the following:

- To understand the financial needs and conditions of the District.
- To provide objective perspective regarding finances.
- To provide advice, counsel and feedback to the committee as requested during budget development.

3. STRATEGIC PLANNING COMMITTEE. In accordance with the District Bylaws,



this committee shall meet quarterly, ~~and or~~ more often if needed, and shall be responsible for monitoring the Districts' progress in achieving the expectations outlined in the District's strategic plan.

3.1. Responsibilities. The responsibilities of the Strategic Planning Committee include the following:

- Responsible for monitoring the District's progress in achieving the expectations outlined in its strategic plan.
- To provide vision and guidance on the development of the District's strategic plan.
- To monitor implementation of the District's strategic plan and program-related activities to ensure programs/initiatives are achieving the desired impact.

4. HOSPITAL LEASE OVERSIGHT COMMITTEE. In accordance with the District Bylaws, this committee shall meet quarterly, or more often if needed, and shall be ~~responsible for~~ charged with oversight responsibilities to ensure compliance with the terms of the current lease of Desert Regional Medical Center.

4.1. Responsibilities. The responsibilities of the Hospital Lease Oversight Committee include the following:

- Review of all mandated Hospital operation scores and reports performed by independent third parties.
- Review of quarterly inspections of Hospital facilities.
- Provide updates to the Board of Directors.
- Provide an annual report reflective of lease requirements from lessee.

5. PROGRAM COMMITTEE. In accordance with the District's mission and strategic plan, the grant program provides funds to qualified nonprofit and governmental grantees to make positive impacts on community health and improve access to health care. The Program Committee recommends grant making policy to the Board of Directors and guides and monitors District grant making functions and



program-related activities through which the District carries out its strategic plan to improve the health of the achieve optimal health for all stages of life for all District's residents.

5.1 Responsibilities. The responsibilities of the Program Committee include the following:

- To identify trends and healthcare needs that can be addressed by the District and provide input on needs assessments conducted by District staff.
- To provide advice, counsel and feedback to staff as needed during program development.
- To monitor implementation of grant making and program-related activities to ensure alignment with the District's Strategic Plan.
- To identify key program issues to be discussed at the Board level.
- To consider grant proposals and recommendations provided by staff and make recommendations of grants to approve to the District's Board of Directors.

6. BOARD AND STAFF COMMUNICATIONS & POLICIES COMMITTEE. In accordance with the District's bylaws, this committee shall meet quarterly or more often, if needed, and shall be responsible for monitoring and developing the District's Board and staff communications and relations. The committee is also responsible for developing and maintaining the District's policies and policies manual.

6.1 Responsibilities. The responsibilities of the Board and Staff Communications & Policies Committee include the following:

- To inquire, monitor and develop details for communication between the Board and Staff.
- To review and develop policies applicable to the District & Foundation.
- To review and revise, as needed, policies on a two (2) year rotation to ensure policies are up-to-date.
- Some policies may require review of the respective committee (i.e F&A



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[Committee and Program Committee\) prior to review by the Board and Staff Communications & Policies Committee.](#)

AUTHORITIES

Desert Healthcare District Bylaws Article VI

DOCUMENT HISTORY

<u>Revised</u>	<u>10-25-2022</u>
Revised	11-24-2020
Revised	04-23-2019
Approved	03-22-2016



POLICY TITLE: **APPOINTMENT & DUTIES FOR COMMITTEES**

POLICY NUMBER: BOD-03

COMMITTEE APPROVAL: 10-18-2022

BOARD APPROVAL: 10-25-2022

POLICY #BOD-03: It shall be the policy of the Desert Healthcare District (“District”) that the Board of Directors (“Board”) President shall appoint Board members to all committees and all committees shall be advisory only to the full Board of Directors unless otherwise specifically authorized to act by the Board. The District encourages community engagement to ensure the community’s voice is heard. For guidelines, reference Policy #OP-15 Engagement of the Community, Public, and Subject Matter Experts.

1. DISTRICT BOARD COMMITTEES:

1.1. Ad-hoc Committees. Special Ad-hoc Committees of less than a quorum of the Board may be appointed by the Board President for specific tasks or for a limited or a single purpose that is not perpetual. Ad hoc Committees shall not be created by formal action of the Board and shall be dissolved once the specific task is completed.

1.2. Standing Committees. The District Bylaws shall reference and list the Board Standing Committees which shall meet regularly to review reports from District staff, legal counsel, and consultants relating to the subject matter of the committee. Annually at the first Board meeting following the election of officers the Board President shall appoint three Board members to each Standing Committee and a chairperson. The Board Treasurer shall serve as the Chair of the Finance, Legal and Administrative Committee (F&A Committee). There shall be the following Standing Committees:

1.2.1. Finance, Legal, Administration, and Real Estate Committee (F&A). This committee shall be responsible for making recommendations to the Board where appropriate on matters related to finance, administration, human resources, property management, legal affairs (including legislation), real estate, and information systems (IS).



1.2.2. Strategic Planning Committee. This committee shall meet quarterly, or more often if needed, and shall be responsible for monitoring the District's progress in achieving the goals and expectations outlined in its strategic plan.

1.2.3. Hospital Lease Oversight Committee. This committee shall meet quarterly, or more often if needed, and shall be charged with oversight responsibilities to ensure compliance with the terms of the current Lease of Desert Regional Medical Center.

1.2.4. Program Committee. This committee shall be responsible for oversight and for making recommendations to the Board where appropriate on District matters related to its grant-making and related programs.

1.2.5. Board and Staff Communications & Policies Committee. This committee shall meet quarterly, or more often if needed, and shall be responsible for monitoring and developing the District's Board and staff communications and relations. The committee is also responsible for developing and maintaining the District's policies and policies manual.

2. F&A COMMITTEE. In accordance with the District Bylaws, this committee shall be responsible for oversight and for making recommendations to the Board where appropriate on matters related to finance, administration, human resources, property management, legal affairs (including legislation) real estate, and information systems (IS).

2.1. Responsibilities. The responsibilities of the F&A Committee include the following:

- To understand the financial needs and conditions of the District.
- To provide objective perspective regarding finances.
- To provide advice, counsel and feedback to the committee as requested during budget development.

3. STRATEGIC PLANNING COMMITTEE. In accordance with the District Bylaws, this committee shall meet quarterly, or more often if needed, and shall be



responsible for monitoring the Districts' progress in achieving the expectations outlined in the District's strategic plan.

3.1. Responsibilities. The responsibilities of the Strategic Planning Committee include the following:

- Responsible for monitoring the District's progress in achieving the expectations outlined in its strategic plan.
- To provide vision and guidance on the development of the District's strategic plan.
- To monitor implementation of the District's strategic plan and program-related activities to ensure programs/initiatives are achieving the desired impact.

4. HOSPITAL LEASE OVERSIGHT COMMITTEE. In accordance with the District Bylaws, this committee shall meet quarterly, or more often if needed, and shall be charged with oversight responsibilities to ensure compliance with the terms of the current lease of Desert Regional Medical Center.

4.1. Responsibilities. The responsibilities of the Hospital Lease Oversight Committee include the following:

- Review of all mandated Hospital operation scores and reports performed by independent third parties.
- Review of quarterly inspections of Hospital facilities.
- Provide updates to the Board of Directors.
- Provide an annual report reflective of lease requirements from lessee.

5. PROGRAM COMMITTEE. In accordance with the District's mission and strategic plan, the grant program provides funds to qualified nonprofit and governmental grantees to make positive impacts on community health and improve access to health care. The Program Committee recommends grant making policy to the Board of Directors and guides and monitors District grant making functions and program-related activities through which the District carries out its strategic plan to achieve optimal health for all stages of life for all District residents.



5.1 Responsibilities. The responsibilities of the Program Committee include the following:

- To identify trends and healthcare needs that can be addressed by the District and provide input on needs assessments conducted by District staff.
- To provide advice, counsel and feedback to staff as needed during program development.
- To monitor implementation of grant making and program-related activities to ensure alignment with the District's Strategic Plan.
- To identify key program issues to be discussed at the Board level.
- To consider grant proposals and recommendations provided by staff and make recommendations of grants to approve to the District's Board of Directors.

6. BOARD AND STAFF COMMUNICATIONS & POLICIES COMMITTEE. In accordance with the District's bylaws, this committee shall meet quarterly or more often, if needed, and shall be responsible for monitoring and developing the District's Board and staff communications and relations. The committee is also responsible for developing and maintaining the District's policies and policies manual.

6.1 Responsibilities. The responsibilities of the Board and Staff Communications & Policies Committee include the following:

- To inquire, monitor and develop details for communication between the Board and Staff.
- To review and develop policies applicable to the District & Foundation.
- To review and revise, as needed, policies on a two (2) year rotation to ensure policies are up-to-date.
- Some policies may require review of the respective committee (i.e F&A Committee and Program Committee) prior to review by the Board and Staff Communications & Policies Committee.



AUTHORITIES

Desert Healthcare District Bylaws Article VI

DOCUMENT HISTORY

Revised	10-25-2022
Revised	11-24-2020
Revised	04-23-2019
Approved	03-22-2016

DRAFT



POLICY TITLE: BOARD MEETING AGENDA

POLICY NUMBER: BOD-07

COMMITTEE APPROVAL: ~~10-18-2022~~11-09-2020

BOARD APPROVAL: ~~10-25-2022~~11-24-2020

POLICY #BOD-07: It is the policy of the Desert Healthcare District ("District") to prepare an agenda for each regular and special meeting of the Board of Directors.

GUIDELINES:

1. The Chief Executive Officer or designee shall prepare an agenda for each regular and special meeting of the Board of Directors. For items to be placed on the agenda, the Board President, or any two Board Members may call the Board President and request the item(s) no later than 5:00 p.m. five (5) business days prior to a regular meeting date.
2. In accordance with Government Code Section 54956(a), the Board President, or a majority of the members of the Board (4) may call a special meeting by delivering written notice to each member of the Board. The Chief Executive Officer or designee shall then develop an agenda forecast with the Board President.
3. This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda that a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting. The Board may ask clarifying questions of public testimony.
4. At least ~~seventy-two (72)~~ hours prior ~~to~~for all regular meetings and ~~(24)~~ hours for all special meetings, an agenda, which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review within the District offices, in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926), and on the District's website at www.dhcd.org.



The following outlines the agenda of both type meetings:

- A. Call to Order
 - B. Approval of Agenda
 - C. Public Comment and/or Presentations (non-agendized)
 - D. Consent Calendar
 - E. CEO Report
 - F. DRMC Governing Board of Directors Report
 - G. Committee Reports
 - H. Old Business
 - I. New Business
 - J. Directors Comments and Reports
 - K. Informational Items
 - L. Adjournment
5. On occasion, as needed, a closed session of the Board is required, properly announced and conducted for only those purposes allowed in the Ralph M. Brown Act (California Government Code §54950 through §54926) and are generally held (but not limited to) following the regular or special meeting agenda.

AUTHORITIES

Desert Healthcare District Bylaws Article V

DOCUMENT HISTORY

<u>Revised</u>	<u>10-25-2022</u>
Revised	11-24-2020
Revised	07-23-2016
Approved	03-23-2016



POLICY TITLE: BOARD MEETING AGENDA

POLICY NUMBER: BOD-07

COMMITTEE APPROVAL: 10-18-2022

BOARD APPROVAL: 10-25-2022

POLICY #BOD-07: It is the policy of the Desert Healthcare District ("District") to prepare an agenda for each regular and special meeting of the Board of Directors.

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2. In accordance with Government Code Section 54956(a), the Board President, or a majority of the members of the Board (4) may call a special meeting by delivering written notice to each member of the Board. The Chief Executive Officer or designee shall then develop an agenda forecast with the Board President.
3. This policy does not prevent the Board from taking testimony at regular and special meetings of the Board on matters which are not on the agenda that a member of the public may wish to bring before the Board. However, the Board shall not discuss or take action on such matters at that meeting. The Board may ask clarifying questions of public testimony.
4. At least 72 hours prior to all regular meetings and 24 hours for all special meetings, an agenda which includes but is not limited to all matters on which there may be discussion and/or action by the Board, shall be posted conspicuously for public review within the District offices, in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926), and on the District's website at www.dhcd.org.



The following outlines the agenda of both type meetings:

- A. Call to Order
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AUTHORITIES

Desert Healthcare District Bylaws Article V

DOCUMENT HISTORY

Revised	10-25-2022
Revised	11-24-2020
Revised	07-23-2016
Approved	03-23-2016



POLICY TITLE: PROPRIETY, CONFIDENTIALITY AND PERSONAL INFORMATION

POLICY NUMBER: BOD-16

COMMITTEE APPROVAL: 10-18-2022~~11-09-2020~~

BOARD APPROVAL: 10-25-2022~~11-24-2020~~

POLICY #BOD-16: During the course of business, the Desert Healthcare District ("District") may occasionally be provided with confidential medical information related to its employees, directors, or other affiliates (collectively referred to herein as "employees"). This policy is intended to be in compliance with all state and federal laws mandating confidentiality of medical information, including but not limited to the California Confidentiality of Medical Information Act (CMIA) and, to the extent applicable, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). The law shall supersede any provision of this policy that is in conflict.

GUIDELINES:

1. Employee medical information is considered confidential and shall be protected from unnecessary disclosure. When provision of medical records by a third-party provider is necessary or anticipated, an Authorization to Release Medical Information to Employer form (see attached) must be executed by the employee.

1.1 Definitions. "Medical information" means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, health insurance plan, pharmaceutical company, or contractor regarding an employee's medical history, mental or physical condition, or treatment. Such information includes, but is not limited to, medical records, doctor reports, disability certifications, or any written or oral disclosure of health conditions, illnesses, diseases, or requests for accommodation on account of health condition. "Medical information" shall be further defined to include any individually identifiable medical information provided by the employee directly unless confidentiality has been waived by the employee. "Individually identifiable" means that the medical information includes or contains



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any element of personal identifying information sufficient to allow identification of the individual such as the patient's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

1.2 Designation of a Privacy Officer. The Privacy Officer of the District shall be the Chief Administration Officer ("CAO") as staff Human Resources ("HR") representative for the District. Should that position be unfilled, the Chief Executive Officer ("CEO") will serve in the Privacy Officer position. The Privacy Officer shall be responsible for the implementation of this policy; the receipt and maintenance of employee medical information; obtaining required authorizations when necessary; and for maintaining adequate protections to ensure the confidentiality and security of employee medical information.

1.3 Prohibition Against Unauthorized Disclosure. No employee who is through necessity or inadvertence provided another employee's confidential medical information may disclose or use such information without the express authorization from the Privacy Officer. Employees may not use or disclose employee medical information obtained at the District for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of confidential medical information will result in discipline, up to and including termination of employment. Employees should relay or provide medical information, when necessary, only to the Privacy Officer. The Privacy Officer shall make every effort to maintain the confidentiality of any employee communication, oral or otherwise, containing an employee's confidential medical information.

1.4 Medical Files. All employee medical information documentation, whether obtained from any post-offer examination, workers' compensation examination, or directly from the employee, shall be maintained in separate, secure medical files. Employee medical files shall be treated as confidential. Employee medical files shall be kept in a locked location, accessible to only the Privacy Officer or their ~~his/her~~ authorized designee. No employee may place any medical-related material into an employee's general personnel file.

1.5 Mandate to Report Violations. Any violation of this policy shall be reported to the Privacy Officer as soon as reasonably possible. Because report of violation



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may necessarily disclose apparent confidential medical information, employees are prohibited from relaying or repeating the report or the conveyed medical information to any party other than the Privacy Officer or their~~his/her~~ authorized designee. This prohibition does not prevent employees from reminding others about the requirements of this policy.

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Acknowledgement of Receipt/ Confidentiality of Medical Information Policy

I acknowledge receipt of this policy by signing this form. I understand it is my duty to familiarize myself with this policy and to adhere to its terms. I have been advised of my right to seek clarification on any of the contents herein I do not understand.

This policy is subject to change. I understand I can obtain a copy of the revised policy by requesting one from the Chief Administration Officer/Privacy Officer.

Employee Signature

Date

Please print name in full

To be completed only if no signed acknowledgement of receipt is obtained. If it is not possible to obtain the individual's acknowledgement, indicate the reason why the acknowledgement was not obtained.

_____ Refused to sign

_____ Unable to sign

_____ Mailed to employee Date: _____

Chief Administration Officer/Privacy Officer

Date



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Authorization to Release Medical Information to Employer

This authorization to release medical information is in compliance with the California Confidentiality of Medical Information Act of 1981 (Cal. Civil Code Section 56 *et seq.*) and is for the purpose of allowing the Desert Healthcare District (“District”) to coordinate personnel matters for employees.

I, _____ (print name of employee), hereby authorize the Custodian of Records of (Doctor and/or facility) _____ to furnish to the District medical records and information pertaining to my medical history, mental or physical condition, services rendered or treatment. Such information may be provided to the Privacy Officer for the District.

Duration: This authorization shall become effective immediately and shall remain in effect until (date) _____, 202__. I understand that I may revoke this authorization at any time, even before the end of this duration, by submitting a written request for revocation to the District’s Privacy Officer.

Uses: The requestor may use the medical records and information hereby released for the coordination of personnel matters, including but not limited to leave requests or medical accommodation requests. I understand that disclosure could lead to re-disclosure that would not be protected under my right to medical confidentiality.

Restrictions: I understand that the District may not further use or disclose the medical information unless another authorization is obtained from me or unless such use or disclosure is specifically required or permitted by law.

Additional Copy: I have been provided a copy of this authorization, and I further understand that I have a right to receive another copy upon request.

Signature:

Date: _____ Time: _____ A.M./P.M.

Employee’s Signature
(if employee is incompetent, signature of legal representative)



AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

<u>Revised</u>	<u>10-25-2022</u>
Revised	11-24-2020
Revised	03-23-2016
Approved	12-16-2014

DRAFT



POLICY TITLE:	PROPRIETY, CONFIDENTIALITY AND PERSONAL INFORMATION
POLICY NUMBER:	BOD-16
COMMITTEE APPROVAL:	10-18-2022
BOARD APPROVAL:	10-25-2022

POLICY #BOD-16: During the course of business, the Desert Healthcare District (“District”) may occasionally be provided with confidential medical information related to its employees, directors, or other affiliates (collectively referred to herein as “employees”). This policy is intended to be in compliance with all state and federal laws mandating confidentiality of medical information, including but not limited to the California Confidentiality of Medical Information Act (CMIA) and, to the extent applicable, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). The law shall supersede any provision of this policy that is in conflict.

GUIDELINES:

1. Employee medical information is considered confidential and shall be protected from unnecessary disclosure. When provision of medical records by a third-party provider is necessary or anticipated, an Authorization to Release Medical Information to Employer form (see attached) must be executed by the employee.

1.1 Definitions. “Medical information” means any individually identifiable information, in electronic or physical form, in possession of or derived from a provider of health care, health care service plan, health insurance plan, pharmaceutical company, or contractor regarding an employee’s medical history, mental or physical condition, or treatment. Such information includes, but is not limited to, medical records, doctor reports, disability certifications, or any written or oral disclosure of health conditions, illnesses, diseases, or requests for accommodation on account of health condition. “Medical information” shall be further defined to include any individually identifiable medical information provided by the employee directly unless confidentiality has been waived by the employee. “Individually identifiable” means that the medical information includes or contains



any element of personal identifying information sufficient to allow identification of the individual such as the patient's name, address, electronic mail address, telephone number, social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

1.2 Designation of a Privacy Officer. The Privacy Officer of the District shall be the Chief Administration Officer ("CAO") as staff Human Resources ("HR") representative for the District. Should that position be unfilled, the Chief Executive Officer ("CEO") will serve in the Privacy Officer position. The Privacy Officer shall be responsible for the implementation of this policy; the receipt and maintenance of employee medical information; obtaining required authorizations when necessary; and for maintaining adequate protections to ensure the confidentiality and security of employee medical information.

1.3 Prohibition Against Unauthorized Disclosure. No employee who is through necessity or inadvertence provided another employee's confidential medical information may disclose or use such information without the express authorization from the Privacy Officer. Employees may not use or disclose employee medical information obtained at the District for any reason after the employment relationship with the District ends. Misuse or unauthorized disclosure of confidential medical information will result in discipline, up to and including termination of employment. Employees should relay or provide medical information, when necessary, only to the Privacy Officer. The Privacy Officer shall make every effort to maintain the confidentiality of any employee communication, oral or otherwise, containing an employee's confidential medical information.

1.4 Medical Files. All employee medical information documentation, whether obtained from any post-offer examination, workers' compensation examination, or directly from the employee, shall be maintained in separate, secure medical files. Employee medical files shall be treated as confidential. Employee medical files shall be kept in a locked location, accessible to only the Privacy Officer or their authorized designee. No employee may place any medical-related material into an employee's general personnel file.

1.5 Mandate to Report Violations. Any violation of this policy shall be reported to the Privacy Officer as soon as reasonably possible. Because report of violation



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This policy is subject to change. I understand I can obtain a copy of the revised policy by requesting one from the Chief Administration Officer/Privacy Officer.

Employee Signature

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To be completed only if no signed acknowledgement of receipt is obtained. If it is not possible to obtain the individual's acknowledgement, indicate the reason why the acknowledgement was not obtained.

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_____ Mailed to employee Date: _____

Chief Administration Officer/Privacy Officer

Date



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Uses: The requestor may use the medical records and information hereby released for the coordination of personnel matters, including but not limited to leave requests or medical accommodation requests. I understand that disclosure could lead to re-disclosure that would not be protected under my right to medical confidentiality.

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Additional Copy: I have been provided a copy of this authorization, and I further understand that I have a right to receive another copy upon request.

Signature:

Date: _____ Time: _____ A.M./P.M.

Employee’s Signature
(if employee is incompetent, signature of legal representative)



AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

Revised	10-25-2022
Revised	11-24-2020
Revised	03-23-2016
Approved	12-16-2014

DRAFT



POLICY TITLE: ACCESS TO PUBLIC RECORDS

POLICY NUMBER: OP-01

COMMITTEE APPROVAL: 10-18-2022~~11-09-2020~~

BOARD APPROVAL: 10-25-2022~~11-24-2020~~

POLICY #OP-01: The California Legislature has declared that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state. The California Public Records Act ("PRA"), Government Code Sections 6250 to 6270, requires the Desert Healthcare District ("DHCD") to make public records available for inspection by the public and to provide copies upon request. DHCD has established the following guidelines to ensure that all persons understand and are afforded the opportunity to use their right to access public records. A copy of these guidelines will be provided free of charge upon request.

GUIDELINES:

1. "Public records" include any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by DHCD regardless of physical form or characteristics. "Writing" means handwriting, typewriting, printing, photocopying, photographing, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds or symbols or any combination thereof, and any record thereby created, regardless of the manner in which the record has been stored.
2. Public records are open to inspection during DHCD office hours, generally 8:30 a.m. – 5:00 p.m. Monday through Friday, except for holidays. Advanced notice is not required to inspect public records; however, the inspection of records is subject to a rule of reason and must be consistent and available within the DHCD offices.

2.1 Records available for immediate inspection include the Statement of Economic Interest (FPPC Form 700) of designated DHCD employees and this Access to Public Records Guidelines.



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2.2 It is the policy of DHCD that records not exempt from disclosure by state law will be open for public inspection with the least possible delay. There is no charge to inspect records. In order to prevent records from being lost, damaged or destroyed during inspection, DHCD staff may determine the location of, and may monitor, the inspection.

3. While a written request is not required, DHCD prefers that all Public Records Requests be in writing so that DHCD can more accurately identify the records sought and process the request more efficiently. Requests may be made in person, by phone, by email or directed to DHCD's office at the following address:

Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Phone: (760) 323-6113
Fax: (760) 323-6509
Email: ahayles@dhcd.org

Please include the following information in your request, so that we may respond to your request in a timely manner:

3.1 A clear and specific description of the information you are requesting. If possible, identify dates, subjects, titles and authors of the records requested. If needed, DHCD staff may ask for additional information if the request is not specific enough to permit identification of the records sought.

3.2 Contact information is recommended so DHCD can obtain clarifying information if needed and send you a response or copies of records.

3.3 The District strives to fulfill requests as soon as possible but not beyond ten (10) days from the date the request is received, DHCD will determine whether the request, in whole or in part, seeks copies of disclosable public records in DHCD's possession and notify the requester of such determination. In unusual circumstances, the 10-day time limit may be extended up to an additional fourteen (14) days by written notice to the requester, setting forth the reason for the time extension. Unusual circumstances include:



3.3.1 The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request;

3.3.2 The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request;

3.4 If DHCD determines it will comply with the request, the records will be made available as promptly as possible upon payment, if required, of any applicable copying fees.

3.5 Upon request, DHCD will make an electronic public record available in any electronic format in which DHCD holds the information.

3.6 The cost for all other copies is the direct cost of duplication, or a statutory fee if applicable.

4. In balancing the public's right to access public records with other rights and interests, including the individual right of privacy and the need for DHCD to be able to competently perform its duties, the Legislature has established certain categories of records that may be exempt from public disclosure under specified circumstances. These include but are not limited to, certain personnel records, investigative records, drafts, confidential legal advice, records prepared in connection with litigation, real estate appraisals and evaluations made relative to pending acquisition of property, trade secrets, communications with the Governor's Office and information that is confidential pursuant to other state or federal statutes.

5. Upon receipt of a Court Order or a Subpoena Duces Tecum (a notice to appear and to bring records, or to produce records without appearance) should be forwarded to the Chief Executive Officer and the DHCD legal counsel. While a Subpoena Duces Tecum is issued by a court, it is not always an order of the court declaring that the particular records are subject to disclosure. Such records may still be subject to protection against disclosure by reason of the existence of a privilege or other legal excuse. Therefore, receipt of such a subpoena does not permit disclosure of records in and of itself and legal counsel shall determine the appropriate response.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

AUTHORITIES

California Public Records Act Government Code Sections 6250 to 6270
Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

<u>Revised</u>	<u>10-25-2022</u>
Revised	11-24-2020
Approved	02-24-2016



POLICY TITLE: ACCESS TO PUBLIC RECORDS

POLICY NUMBER: OP-01

COMMITTEE APPROVAL: 10-18-2022

BOARD APPROVAL: 10-25-2022

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3.2 Contact information is recommended so DHCD can obtain clarifying information if needed and send you a response or copies of records.

3.3 The District strives to fulfill requests as soon as possible but not beyond ten (10) days from the date the request is received, DHCD will determine whether the request, in whole or in part, seeks copies of disclosable public records in DHCD's possession and notify the requester of such determination. In unusual circumstances, the 10-day time limit may be extended up to an additional fourteen (14) days by written notice to the requester, setting forth the reason for the time extension. Unusual circumstances include:



3.3.1 The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request;

3.3.2 The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records that are demanded in a single request;

3.4 If DHCD determines it will comply with the request, the records will be made available as promptly as possible upon payment, if required, of any applicable copying fees.

3.5 Upon request, DHCD will make an electronic public record available in any electronic format in which DHCD holds the information.

3.6 The cost for all other copies is the direct cost of duplication, or a statutory fee if applicable.

4. In balancing the public's right to access public records with other rights and interests, including the individual right of privacy and the need for DHCD to be able to competently perform its duties, the Legislature has established certain categories of records that may be exempt from public disclosure under specified circumstances. These include but are not limited to, certain personnel records, investigative records, drafts, confidential legal advice, records prepared in connection with litigation, real estate appraisals and evaluations made relative to pending acquisition of property, trade secrets, communications with the Governor's Office and information that is confidential pursuant to other state or federal statutes.

5. Upon receipt of a Court Order or a Subpoena Duces Tecum (a notice to appear and to bring records, or to produce records without appearance) should be forwarded to the Chief Executive Officer and the DHCD legal counsel. While a Subpoena Duces Tecum is issued by a court, it is not always an order of the court declaring that the particular records are subject to disclosure. Such records may still be subject to protection against disclosure by reason of the existence of a privilege or other legal excuse. Therefore, receipt of such a subpoena does not permit disclosure of records in and of itself and legal counsel shall determine the appropriate response.



AUTHORITIES

California Public Records Act Government Code Sections 6250 to 6270

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

Revised 10-25-2022

Revised 11-24-2020

Approved 02-24-2016

DRAFT



POLICY TITLE: RECORDS RETENTION

POLICY NUMBER: OP-03

COMMITTEE APPROVAL: 10-18-2022~~11-09-2020~~

BOARD APPROVAL: 10-25-2022~~11-24-2020~~

POLICY #OP-3: It is the policy of the Desert Healthcare District's Board of Directors to provide guidelines regarding the retention or disposal of Desert Healthcare District records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

GUIDELINES:

1. The California Secretary of State has issued local government records management guidelines in accordance with Government Code Section 60200 et seq., which augments the authority of local governments and districts to establish records retention schedule. The Board of Directors of Desert Healthcare District ("District") is authorized by the provisions of California Government Code sections 60200 et seq., to establish a records retention schedule applicable to District records. The records retention policy assists the District in documenting the records that (i) require office or temporary storage, (ii) have historic or research value, and (iii) should be destroyed because they no longer have any administrative, fiscal, or legal value.

1.1 Authorization for Destruction of Records. The record retention schedule, Exhibit "A", is the approved schedule for the District which is in compliance with Government Code sections 60200 et seq. The schedule gives the time periods documents must remain open/active for the public, the time period documents will remain closed (saved but may be boxed or in storage) and the process for destroying documents.

1.2 Destruction of Records after Scanning. Any record not expressly required by law to be filed and preserved in original form may be destroyed at any time after it is electronically stored in conformance with the requirements of Government Code section 60203.



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1.3 Destruction of Duplicates. Pursuant to Government Code section 60200, any duplicate record, paper, or document which has the original or a permanent photographic copy stored in the files of the District, may be destroyed after confirmation that the original or permanent photographic copy remains on file in the District.

1.4 Retention of Records Not Mentioned. All records, papers, and documents not mentioned in this policy may be scanned as archival records or destroyed so long as such disposal is consistent with the recommendations of the Local Government Records Management Guidelines as set forth by the Secretary of State as the same may be amended from time to time.

1.5 Retained Records. Following Government Code section 60201, the District shall retain records that

- relate to formation, change of organization, or reorganization of the District;
- District ordinance unless it has been repealed or is invalid or unenforceable for a period of five (5) years;
- minutes of a meeting of the legislative body of the District;
- pending claims and litigation records for two (2) years after the disposition;
- records that are the subject of a pending Public Records Act request until the request is granted or two (2) years have passed since denial;
- records of construction projects prior to notice of completion and release of stop notices, if any;
- records related to non-discharged contracts or debts; records of title for District real property;
- unaccepted construction bids/proposals until two (2) years old;
- records that specify the amount of compensation paid to District employees, officers, or independent contractors until seven (7) years old;
- records for which the administrative, fiscal, or legal purpose has not yet been fulfilled.
- emails shall be retained for six (6) months.



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EXHIBIT "A"

Review Period

Record Series (Description)	Open/Active	Closed	Disposal	Notes
Accident reports and logs	2 years	2 years	Shred	
Accounting files, miscellaneous	5 -1 years	5 -4 years	Shred	
Accounts payable (vendor files, invoices, employee travel and expense records)	1 year	6 -4 years	Shred	
Accounts receivable	1 year	4 years	Shred	
Agendas, minutes and supporting materials for Board/Committee packet	1 year	Indefinite	Archive	
Agreements with agencies, firms, individuals	1 year	5 years	Shred	Depending on type of agreement, some will be indefinite
Appraisal Reports	1 year	5 years	Shred	Originals to be filed in project file
Audit Reports	10 years	10 years	Shred	
Bank statements (with cancelled checks)	1 year	4 years	Shred	
Board correspondence	1 year	4 years	Shred	Dispose after leaving the Board
Budgets, annual	1 year	Indefinite	Archive	
Cash receipt books with backup and deposit tickets	1 year	4 years	Shred	
Claim or litigation on behalf of DHCD	1 year	Indefinite	Archive	
Claim or litigation against DHCD		Indefinite	Archive	
Computer maintenance files	1 year	3 years	Toss	
Computer programs	1 year	6 years	Toss	



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Computer tape disks/backup	2 years	2 years	Toss	
Computer tracking records	1 year	3 years	Toss	
Conflict of Interest Statements	1 year	Indefinite	Archive	Include oath of office, economic statements, etc.
Correspondence, general	1 year	2 years	Toss	
Deeds	1 year	Indefinite	Archive	
Director's compensation and reimbursement	1 year	4 years	Shred	Dispose after Director leaves Board
Director's fees	1 year	6 years	Shred	Dispose after Director leaves Board
Disability Claims	1 year	Indefinite	Archive	
Easements	1 year	Indefinite	Archive	
Employee records	1 year	6 years	Shred	
Employee records terminated	1 year	6 years	Shred	
Employee time records (i.e. payroll files) including deduction authorizations and overtime	1 year	6 years	Shred	
Employee travel and expense records	6 1 years	6 years	Shred	
Equipment maintenance records and contracts	1 y ear	5 years	Toss	
Financial reports, miscellaneous	10 years	10 years	Shred	
Financial Statements, annual	1 year	Indefinite	Archive	
Historical files (history of the former DHD)	1 year	Indefinite	Archive	
Insurance certificates and policies	1 year	6 years	Shred	
Inventory Records	1 year	6 years	Toss	
Investment Portfolio	1 year	Indefinite	Archive	Permanent for research/historical value



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Investments (Certificates of Deposit)	1 year	6 years	Shred	
Lease Agreements	1 year	6 years	Shred	Permanent for research/historical value
Ledgers, General and Journal	1 year	Indefinite	Archive	
Legal opinions	1 year	Indefinite	Archive	
Policies and Procedures	1 year	Indefinite	Archive	
Resolutions	1 year	Indefinite	Archive	
Retirement plan agreements, amendments, and related documents	1 year	Indefinite	Archive	Permanent for historic value
Vehicle operation records	1 year	3 years	Toss	
Vendor files, misc. correspondence	1 year	1 year	Shred	Dispose when no longer relevant
Workers' compensation files	1 year	6 years	Shred	

***Schedule Instructions**

1. Records are Open/Active files for at least the period stated as a matter of general practice. After the Open/Active period has passed, to the extent possible, records will be identified to the applicable department for closure recommendation, via electronic records management systems.
2. Records placed in closed files will be retained for the scheduled period. Notice to the applicable department will be made prior to disposal.

AUTHORITIES

Desert Healthcare District Resolution #11-05

DOCUMENT HISTORY

<u>Revised</u>	<u>10-25-2022</u>
Revised	11-24-2020
Approved	05-24-2016



POLICY TITLE:	RECORDS RETENTION
POLICY NUMBER:	OP-03
COMMITTEE APPROVAL:	10-18-2022
BOARD APPROVAL:	10-25-2022

POLICY #OP-3: It is the policy of the Desert Healthcare District's Board of Directors to provide guidelines regarding the retention or disposal of Desert Healthcare District records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

GUIDELINES:

1. The California Secretary of State has issued local government records management guidelines in accordance with Government Code Section 60200 et seq., which augments the authority of local governments and districts to establish records retention schedule. The Board of Directors of Desert Healthcare District ("District") is authorized by the provisions of California Government Code sections 60200 et seq., to establish a records retention schedule applicable to District records. The records retention policy assists the District in documenting the records that (i) require office or temporary storage, (ii) have historic or research value, and (iii) should be destroyed because they no longer have any administrative, fiscal, or legal value.

1.1 Authorization for Destruction of Records. The record retention schedule, Exhibit "A", is the approved schedule for the District which is in compliance with Government Code sections 60200 et seq. The schedule gives the time periods documents must remain open/active for the public, the time period documents will remain closed (saved but may be boxed or in storage) and the process for destroying documents.

1.2 Destruction of Records after Scanning. Any record not expressly required by law to be filed and preserved in original form may be destroyed at any time after it is electronically stored in conformance with the requirements of Government Code section 60203.



1.3 Destruction of Duplicates. Pursuant to Government Code section 60200, any duplicate record, paper, or document which has the original or a permanent photographic copy stored in the files of the District, may be destroyed after confirmation that the original or permanent photographic copy remains on file in the District.

1.4 Retention of Records Not Mentioned. All records, papers, and documents not mentioned in this policy may be scanned as archival records or destroyed so long as such disposal is consistent with the recommendations of the Local Government Records Management Guidelines as set forth by the Secretary of State as the same may be amended from time to time.

1.5 Retained Records. Following Government Code section 60201, the District shall retain records that

- relate to formation, change of organization, or reorganization of the District;
- District ordinance unless it has been repealed or is invalid or unenforceable for a period of five (5) years;
- minutes of a meeting of the legislative body of the District;
- pending claims and litigation records for two (2) years after the disposition;
- records that are the subject of a pending Public Records Act request until the request is granted or two (2) years have passed since denial;
- records of construction projects prior to notice of completion and release of stop notices, if any;
- records related to non-discharged contracts or debts; records of title for District real property;
- unaccepted construction bids/proposals until two (2) years old;
- records that specify the amount of compensation paid to District employees, officers, or independent contractors until seven (7) years old;
- records for which the administrative, fiscal, or legal purpose has not yet been fulfilled.
- emails shall be retained for six (6) months.



EXHIBIT "A"

Review Period

Record Series (Description)	Open/Active	Closed	Disposal	Notes
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Accounts receivable	1 year	4 years	Shred	
Agendas, minutes and supporting materials for Board/Committee packet	1 year	Indefinite	Archive	
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Appraisal Reports	1 year	5 years	Shred	Originals to be filed in project file
Audit Reports	10 years	10 years	Shred	
Bank statements (with cancelled checks)	1 year	4 years	Shred	
Board correspondence	1 year	4 years	Shred	Dispose after leaving the Board
Budgets, annual	1 year	Indefinite	Archive	
Cash receipt books with backup and deposit tickets	1 year	4 years	Shred	
Claim or litigation on behalf of DHCD	1 year	Indefinite	Archive	
Claim or litigation against DHCD		Indefinite	Archive	
Computer maintenance files	1 year	3 years	Toss	
Computer programs	1 year	6 years	Toss	



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Computer tape disks/backup	2 years	2 years	Toss	
Computer tracking records	1 year	3 years	Toss	
Conflict of Interest Statements	1 year	Indefinite	Archive	Include oath of office, economic statements, etc.
Correspondence, general	1 year	2 years	Toss	
Deeds	1 year	Indefinite	Archive	
Director's compensation and reimbursement	1 year	4 years	Shred	Dispose after Director leaves Board
Director's fees	1 year	6 years	Shred	Dispose after Director leaves Board
Disability Claims	1 year	Indefinite	Archive	
Easements	1 year	Indefinite	Archive	
Employee records	1 year	6 years	Shred	
Employee records terminated	1 year	6 years	Shred	
Employee time records (i.e. payroll files) including deduction authorizations and overtime	1 year	6 years	Shred	
Employee travel and expense records	1 year	6 years	Shred	
Equipment maintenance records and contracts	1 year	5 years	Toss	
Financial reports, miscellaneous	10 years	10 years	Shred	
Financial Statements, annual	1 year	Indefinite	Archive	
Historical files (history of the former DHD)	1 year	Indefinite	Archive	
Insurance certificates and policies	1 year	6 years	Shred	
Inventory Records	1 year	6 years	Toss	
Investment Portfolio	1 year	Indefinite	Archive	Permanent for research/historical value



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Investments (Certificates of Deposit)	1 year	6 years	Shred	
Lease Agreements	1 year	6 years	Shred	Permanent for research/historical value
Ledgers, General and Journal	1 year	Indefinite	Archive	
Legal opinions	1 year	Indefinite	Archive	
Policies and Procedures	1 year	Indefinite	Archive	
Resolutions	1 year	Indefinite	Archive	
Retirement plan agreements, amendments, and related documents	1 year	Indefinite	Archive	Permanent for historic value
Vehicle operation records	1 year	3 years	Toss	
Vendor files, misc. correspondence	1 year	1 year	Shred	Dispose when no longer relevant
Workers' compensation files	1 year	6 years	Shred	

***Schedule Instructions**

1. Records are Open/Active files for at least the period stated as a matter of general practice. After the Open/Active period has passed, to the extent possible, records will be identified to the applicable department for closure recommendation, via electronic records management systems.
2. Records placed in closed files will be retained for the scheduled period. Notice to the applicable department will be made prior to disposal.

AUTHORITIES

Desert Healthcare District Resolution #11-05

DOCUMENT HISTORY

Revised 10-25-2022
Revised 11-24-2020
Approved 05-24-2016



POLICY TITLE: **ELECTRONIC COMMUNICATIONS USAGE AND RETENTION**

POLICY NUMBER: OP-04

COMMITTEE APPROVAL: 10-18-2022~~11-09-2020~~

BOARD APPROVAL: 10-25-2022~~11-24-2020~~

POLICY #OP-4: It is the policy of the Desert Healthcare District ("District") to provide guidelines for Electronic Communications usage and retention.

GUIDELINES:

1. The purpose of the Electronic Communications Usage and Retention Policy is to:

- Provide clear and concise direction regarding use of the District's electronic communications systems, including electronic mail (e-mail), text messaging and voicemail.
- Minimize any disruptions to District services related to electronic communications.
- Enhance work productivity through the use of electronic communications.
- Comply with applicable State and Federal laws and District policies related to the use of e-mail and all other forms of electronic communication.

This policy applies to all employees, elected officials, appointed officials, consultants, volunteers or other non-employees who use electronic communications regarding District business. All such persons shall be referred to throughout this policy as "District personnel."

1.1 Definition of "Official District Record". Under this Policy, the definition of "Official District Record" follows the definitions provided in the California Public Records Act (Cal. Gov. Code § 6250 et seq.) for "public records" and "writing":



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“...any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics...”

“...‘Writing’ means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored.”

1.2 District Email is an Official District Record. E-mail and other forms of electronic communications, such as text messaging and voicemail, generate correspondence and other types of records that can be recognized as Official District Records and may be subject to disclosure under the Public Records Act. In addition, any Official District Records created through email and other forms of electronic communications must be protected and retained in accordance with records retention laws.

Messages transmitted using the District’s email system or using District-owned equipment, such as cell phones, smartphones, or pagers with capabilities for text messaging and voicemail, should be messages which involve District business activities and contain information essential to accomplishment of business-related tasks, or can otherwise be recognized as Official District Records. However, the incidental use of electronic communications (email, text, or voice) that may contain non-District related (personal) matters is permitted. This incidental use shall be limited and must not interfere with employee productivity or the provision of District services. Any incidental (personal) email, text or voice messages are NOT considered public records, but may still be discoverable in litigation. All electronic communications as described in this policy are the property of the District.

1.3 Social Networking and Official District Records. Communications regarding District business that are sent or received through any social networking site may also be subject to the Public Records Act and records retention laws. Until the District adopts and implements an official policy regarding social networking, all District personnel should be cautious in using social networking sites to communicate regarding District business. At a minimum, District personnel



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should notify social media users that their communications regarding District business may be subject to disclosure. In addition, District personnel should caution all users that social media is not the official method of communicating with the District and should direct users to contact the District via telephone, in writing, or through the District's website.

1.4 District Email System is Not For Storage. The District reserves the right to retrieve and make proper and lawful use of any and all electronic communications transmitted through the District's email system and any District-owned equipment. Although the use of electronic communications is considered official District business, the District's communication systems, including email, text messaging and voicemail, are intended as a medium of communication only. Therefore, the email system and any District-owned equipment such as cell phones, smartphones and pagers should not be used for the electronic storage or maintenance of documentation, including, but not limited to, Official District Records. Regarding email, the system administrator performs regular electronic back-ups of the District's email system. However, the back-up is not a copy of all District email activity that occurred on the District email server during the back-up period.

1.5 Guidelines for Proper Email Usage

- District email access is controlled through individual accounts and passwords. It is the responsibility of District personnel to protect the confidentiality of his or her account and password information.
- District personnel are responsible for managing their mailboxes, including organizing and cleaning out any non-District related messages that do not constitute Official District Records. Email users are responsible for determining if emails contain substantive information regarding District business or may later be important or useful for carrying out District business, and thus could be considered as Official District Records.
- All District personnel must check and respond to their emails on a regular basis, preferably daily.
- District personnel are expected to remember that email sent from District email accounts is a representation of the District. All District personnel must use normal standards of professional and personal courtesy and conduct



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when drafting email messages. Email messages should be drafted with the same care and in the same manner as any communication printed on District letterhead. Like any other District communication, email is a reflection of the District's business practices.

- All messages transmitted over the email system should be limited to those which involve District business activities or contain information essential to District personnel for the accomplishment of District-related tasks. Use of the District's email system for personal communication must be kept to a minimum. "Spam" email can be harmful to the District's computer system. Spam email is electronic junk mail, usually unsolicited commercial and non-commercial messages transmitted as a mass mailing to a number of recipients. If an email message does not pertain to District business, it should be deleted from your email account and not forwarded. Examples include jokes, thoughts for the day, "chain" type email messages, etc.
- Email messages should be easy to read and understand. Spelling and grammar should be correct. Avoid using abbreviations unless you are certain the recipient will understand the meaning.
- Messages should be sent to smaller rather than larger audiences where appropriate. Avoid "broadcasting" messages and large documents. Email should not be used for broadcast purposes unless the message is of interest to all District personnel.
- Avoid long email "chain" messages that include past emails attached to a current message. Deleting long strings of previous email exchanges from your reply messages will enhance readability and save disk space.
- Limit designating email as "high-priority" or "urgent" – use those designations only when necessary and appropriate.

1.6 Prohibited Uses of the District's Electronic Communication Systems.

Electronic communications shall not be used for any activity that is a violation of local, state, or federal law. Types of messages prohibited from being transmitted through the District's electronic communications systems include, but are not limited to, the following:

- Messages in support or opposition to campaigns for candidates for an elected office or a ballot measure.



- Messages of a religious nature or promoting or opposing religious beliefs.
- Messages containing language which is insulting, offensive, disrespectful, demeaning, or sexually suggestive.
- Messages containing harassment of any form, sexual or ethnic slurs, obscenities, or any representation of obscenities. For more information please refer to the District's policies regarding harassment and discrimination.
- Messages used to send or receive copyrighted material, proprietary financial information, or similar materials.
- Messages used for gambling or any activity that is a violation of local, state, or federal law.

1.7 No Expectation of Privacy. District personnel have no right or expectation of privacy or confidentiality in any message created, sent, received, deleted, or stored using the District email system or any District-owned communication devices. All messages and any attachments on the District's computer network or other District-owned system or device are the property of the Desert Healthcare District and may be accessed by authorized personnel. District electronic communications may be monitored as allowed by the Electronic Communications Privacy Act, the federal Stored Communications Act, and other any applicable federal or State laws. Most communications among District personnel are not confidential communications. However, certain communications such as law enforcement investigations, personnel records, or attorney-client communications may be confidential or contain confidential information. Questions about whether communications are confidential, and how they are to be preserved, should be discussed with the Chief Executive Officer.

- **No Snooping.**

It is a violation of this District policy for any District personnel to use the District's electronic communications systems or equipment for purposes of satisfying idle curiosity about the affairs of others. Abuse of authority by



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accessing another person's email, text or voice messages without their knowledge or consent is prohibited. District personnel found to have engaged in such "snooping" may be subject to disciplinary action consistent with District policies.

- **Access Must be Private**

Notwithstanding the District's right to have authorized personnel access email and other electronic messages, all electronic messages should be treated as confidential by other District personnel and accessed only by the intended recipient. District personnel are not authorized to retrieve, read or listen to any electronic messages that are not sent to them. Any exceptions must receive prior approval by the Chief Executive Officer or their designee.

- **Use Caution with Confidential Information.**

All District personnel must exercise a greater degree of caution in sending confidential information on the District's electronic communications systems than they take with other media because of the risk that such information may be copied and/or retransmitted. When in doubt, DO NOT USE EMAIL, TEXT MESSAGING OR VOICEMAIL as a means of communication. Furthermore, the use of passwords for security does not guarantee confidentiality.

- **Personal Email Accounts and Official District Records**

The use of personal email accounts to transmit messages regarding District business should be avoided by all District personnel. In the event that messages regarding District business are received by District personnel through their personal email accounts, District personnel are requested to forward copies of such emails to their District email addresses. Personal emails discussing District business might be considered Official District Records that are subject to the Public Records Act and records retention laws. District personnel are requested to use only their District email accounts for sending/receiving emails regarding District business.

1.8 Record Retention and Disclosure. Electronic communications are a business tool which shall be used in accordance with generally accepted business practices and all federal and State laws, including the California Public Records



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Act, to provide an efficient and effective means of intra-agency and interagency communications. Under most circumstances, communications sent electronically are public records, subject to disclosure under the Public Records Act and subject to records retention laws applicable to special districts.

1.8.1 Electronic Messages as Official District Records

The District's email, text messaging and voice mail systems are tools used for the temporary transport of communication, and as methods to send or receive correspondence. If an email message or text message, including any attachments, can be considered an Official District Record, as defined by this Policy (*"any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics"*), such messages must be preserved for the legally required time period in accordance with the District's Records Retention Policy.

1.8.2 Automatic Deletion of Email

The District's email management system automatically deletes District emails, including any text messages that become emails, which are more than **one hundred eighty (180) days** old from all Outlook folders of each District email user. Email in "Deleted" and "Sent" folders will be automatically removed after **one hundred eighty (180) days**.

1.8.3 Managing Your District Email

Individual District personnel are responsible for the management of their mailboxes and associated folders on a daily basis. To ensure maximum efficiency in the operation of the email system, District personnel are directed to delete email messages that are not Official District Records from their inboxes on a daily basis. Examples of such messages are personal emails, email advertisements/announcements, or newsletters received via email. If email messages that are not Official District Records are necessary for transitory work, preliminary drafts, preparation of work product or personal notes, District personnel are directed to either print the email and maintain the paper ~~copy, or~~ copy or create a PDF version of the email (print to PDF) and store the file in an electronic folder on the District's network drive.



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Email messages (including any attachments) that are Official District Records shall be preserved by one of the following methods:

- Print the email and place the printed copy in the appropriate file.
- Email should not be stored on portable media (CDs, DVDs, thumb drives, etc.). Electronically move the email out of the District's email system and store it on a network drive.

It is the responsibility of individual District personnel to determine if an email message is an Official District Record which must be retained in accordance with the District's Record Retention Policy. They should Always consider the content of an email message when ~~you are~~ determining if the email is an Official District Record. The Chief Executive Officer can assist ~~you~~ in making such a determination. In addition, following is a general guideline for determining whether an email message is a public record under the California Public Records Act and records retention laws:

<i>MESSAGES THAT ARE GENERALLY CONSIDERED AS PUBLIC RECORDS</i>	<i>MESSAGES THAT ARE GENERALLY NOT CONSIDERED AS PUBLIC RECORDS</i>
<ul style="list-style-type: none">▪ Emails that are created or received in connection with District business;▪ Emails that document official decisions or commitments not otherwise documented in official District files; or▪ Emails that initiate, authorize or complete a transaction of the District's business.	<ul style="list-style-type: none">▪ Personal messages.▪ SPAM emails, advertisements or other "junk" email.▪ Messages not related to official District business (e.g., gathering for birthday cake in the lunch <u>roomlunchroom</u>).▪ Emails transmitting newsletters or general information from other public agencies or vendors.



Examples of email messages that are generally considered as public records:

- Email requesting to add a consent calendar item to the District Board meeting agenda.
- Emails between District staff regarding the need for an email retention policy.
- Emails between District staff regarding approval of a contract.
- Email that refers to meeting a deadline (i.e., "In compliance with FPPC filing requirements, attached please find...).
- Formal negotiations that exist only in email form.

1.9 Email Attachments. Attachments to email messages should be retained or disposed of according to the content of the attachment itself, not according to the email transmitting the attachment. Many email attachments are simply duplicates of existing documents, or are draft versions of documents that might not be retained by the District after the final version of the document is complete. If ~~you need~~ help is needed in determining whether an attachment to an email message must be retained, please contact the Chief Executive Officer or the ~~Clerk to the Special Assistant to the CEO &~~ Board Relations Officer.

1.10. Preserving Electronic Messages – Public Records Act Requests, Subpoenas, Claims, and Potential Claims Against the District. Periodically, the District receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents. In the event such a request or demand includes electronic messages, District personnel who have control over or access to any such messages, once they become aware of the request or demand, shall use their best efforts, by reasonable means available to temporarily preserve any such message until it is determined whether the message is subject to preservation, public inspection, or disclosure. District personnel must contact the Chief Executive Officer or Special Assistant to the CEO & ~~Clerk to the~~ Board Relations Officer regarding any such messages that are within their control.

1.11 Violations. Any person found to have violated this policy may have their ~~his or her~~ access to District email, text messaging or other means of electronic communication on District equipment limited or revoked completely. District



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personnel who violate this policy may be subjected to formal disciplinary action up to and including termination from District employment.

**ACKNOWLEDGEMENT OF RECEIPT OF ELECTRONIC COMMUNICATION USAGE
AND RETENTION POLICY**

This is to acknowledge that I have received a copy of the Desert Healthcare District “Electronic Communications Usage and Retention Policy.” I understand that it contains important information on the District’s policies with regard to the use of the District’s Electronic Communication Systems and my obligations and responsibilities as an employee/District Board member/contract employee.

I acknowledge that I have read, understand and promise to adhere to the District’s Electronic Communication Usage and Retention Policy. I understand that the provisions in the Policy govern my use of the District’s Electronic Communication Systems and that the District, in its sole and absolute discretion, may change, rescind, or add to this Policy from time to time, with or without prior notice to me.

Printed Name

Date

Signature



This document shall be signed and placed in the Human Resources files.

AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

Desert Healthcare District Resolution #11-05

DOCUMENT HISTORY

Revised 10-25-2022

Revised 11-24-2020

Approved 05-24-2016

DRAFT



POLICY TITLE: **ELECTRONIC COMMUNICATIONS USAGE AND RETENTION**

POLICY NUMBER: OP-04

COMMITTEE APPROVAL: 10-18-2022

BOARD APPROVAL: 10-25-2022

POLICY #OP-4: It is the policy of the Desert Healthcare District (“District”) to provide guidelines for Electronic Communications usage and retention.

GUIDELINES:

1. The purpose of the Electronic Communications Usage and Retention Policy is to:

- Provide clear and concise direction regarding use of the District’s electronic communications systems, including electronic mail (e-mail), text messaging and voicemail.
- Minimize any disruptions to District services related to electronic communications.
- Enhance work productivity through the use of electronic communications.
- Comply with applicable State and Federal laws and District policies related to the use of e-mail and all other forms of electronic communication.

This policy applies to all employees, elected officials, appointed officials, consultants, volunteers or other non-employees who use electronic communications regarding District business. All such persons shall be referred to throughout this policy as “District personnel.”

1.1 Definition of “Official District Record”. Under this Policy, the definition of “Official District Record” follows the definitions provided in the California Public Records Act (Cal. Gov. Code § 6250 et seq.) for “public records” and “writing”:



“...any writing containing information relating to the conduct of the public’s business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics...”

“...‘Writing’ means handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combination thereof, and any record thereby created, regardless of the manner in which the record has been stored.”

1.2 District Email is an Official District Record. E-mail and other forms of electronic communications, such as text messaging and voicemail, generate correspondence and other types of records that can be recognized as Official District Records and may be subject to disclosure under the Public Records Act. In addition, any Official District Records created through email and other forms of electronic communications must be protected and retained in accordance with records retention laws.

Messages transmitted using the District’s email system or using District-owned equipment, such as cell phones, smartphones, or pagers with capabilities for text messaging and voicemail, should be messages which involve District business activities and contain information essential to accomplishment of business-related tasks, or can otherwise be recognized as Official District Records. However, the incidental use of electronic communications (email, text, or voice) that may contain non-District related (personal) matters is permitted. This incidental use shall be limited and must not interfere with employee productivity or the provision of District services. Any incidental (personal) email, text or voice messages are NOT considered public records, but may still be discoverable in litigation. All electronic communications as described in this policy are the property of the District.

1.3 Social Networking and Official District Records. Communications regarding District business that are sent or received through any social networking site may also be subject to the Public Records Act and records retention laws. Until the District adopts and implements an official policy regarding social networking, all District personnel should be cautious in using social networking sites to communicate regarding District business. At a minimum, District personnel



should notify social media users that their communications regarding District business may be subject to disclosure. In addition, District personnel should caution all users that social media is not the official method of communicating with the District and should direct users to contact the District via telephone, in writing, or through the District's website.

1.4 District Email System is Not For Storage. The District reserves the right to retrieve and make proper and lawful use of any and all electronic communications transmitted through the District's email system and any District-owned equipment. Although the use of electronic communications is considered official District business, the District's communication systems, including email, text messaging and voicemail, are intended as a medium of communication only. Therefore, the email system and any District-owned equipment such as cell phones, smartphones and pagers should not be used for the electronic storage or maintenance of documentation, including, but not limited to, Official District Records. Regarding email, the system administrator performs regular electronic back-ups of the District's email system. However, the back-up is not a copy of all District email activity that occurred on the District email server during the back-up period.

1.5 Guidelines for Proper Email Usage

- District email access is controlled through individual accounts and passwords. It is the responsibility of District personnel to protect the confidentiality of his or her account and password information.
- District personnel are responsible for managing their mailboxes, including organizing and cleaning out any non-District related messages that do not constitute Official District Records. Email users are responsible for determining if emails contain substantive information regarding District business or may later be important or useful for carrying out District business, and thus could be considered as Official District Records.
- All District personnel must check and respond to their emails on a regular basis, preferably daily.
- District personnel are expected to remember that email sent from District email accounts is a representation of the District. All District personnel must use normal standards of professional and personal courtesy and conduct



when drafting email messages. Email messages should be drafted with the same care and in the same manner as any communication printed on District letterhead. Like any other District communication, email is a reflection of the District's business practices.

- All messages transmitted over the email system should be limited to those which involve District business activities or contain information essential to District personnel for the accomplishment of District-related tasks. Use of the District's email system for personal communication must be kept to a minimum. "Spam" email can be harmful to the District's computer system. Spam email is electronic junk mail, usually unsolicited commercial and non-commercial messages transmitted as a mass mailing to a number of recipients. If an email message does not pertain to District business, it should be deleted from your email account and not forwarded. Examples include jokes, thoughts for the day, "chain" type email messages, etc.
- Email messages should be easy to read and understand. Spelling and grammar should be correct. Avoid using abbreviations unless you are certain the recipient will understand the meaning.
- Messages should be sent to smaller rather than larger audiences where appropriate. Avoid "broadcasting" messages and large documents. Email should not be used for broadcast purposes unless the message is of interest to all District personnel.
- Avoid long email "chain" messages that include past emails attached to a current message. Deleting long strings of previous email exchanges from your reply messages will enhance readability and save disk space.
- Limit designating email as "high-priority" or "urgent" – use those designations only when necessary and appropriate.

1.6 Prohibited Uses of the District's Electronic Communication Systems.

Electronic communications shall not be used for any activity that is a violation of local, state, or federal law. Types of messages prohibited from being transmitted through the District's electronic communications systems include, but are not limited to, the following:

- Messages in support or opposition to campaigns for candidates for an elected office or a ballot measure.



- Messages of a religious nature or promoting or opposing religious beliefs.
- Messages containing language which is insulting, offensive, disrespectful, demeaning, or sexually suggestive.
- Messages containing harassment of any form, sexual or ethnic slurs, obscenities, or any representation of obscenities. For more information please refer to the District's policies regarding harassment and discrimination.
- Messages used to send or receive copyrighted material, proprietary financial information, or similar materials.
- Messages used for gambling or any activity that is a violation of local, state, or federal law.

1.7 No Expectation of Privacy. District personnel have no right or expectation of privacy or confidentiality in any message created, sent, received, deleted, or stored using the District email system or any District-owned communication devices. All messages and any attachments on the District's computer network or other District-owned system or device are the property of the Desert Healthcare District and may be accessed by authorized personnel. District electronic communications may be monitored as allowed by the Electronic Communications Privacy Act, the federal Stored Communications Act, and other any applicable federal or State laws. Most communications among District personnel are not confidential communications. However, certain communications such as law enforcement investigations, personnel records, or attorney-client communications may be confidential or contain confidential information. Questions about whether communications are confidential, and how they are to be preserved, should be discussed with the Chief Executive Officer.

- **No Snooping.**

It is a violation of this District policy for any District personnel to use the District's electronic communications systems or equipment for purposes of satisfying idle curiosity about the affairs of others. Abuse of authority by



accessing another person's email, text or voice messages without their knowledge or consent is prohibited. District personnel found to have engaged in such "snooping" may be subject to disciplinary action consistent with District policies.

- **Access Must be Private**

Notwithstanding the District's right to have authorized personnel access email and other electronic messages, all electronic messages should be treated as confidential by other District personnel and accessed only by the intended recipient. District personnel are not authorized to retrieve, read or listen to any electronic messages that are not sent to them. Any exceptions must receive prior approval by the Chief Executive Officer or their designee.

- **Use Caution with Confidential Information.**

All District personnel must exercise a greater degree of caution in sending confidential information on the District's electronic communications systems than they take with other media because of the risk that such information may be copied and/or retransmitted. When in doubt, DO NOT USE EMAIL, TEXT MESSAGING OR VOICEMAIL as a means of communication. Furthermore, the use of passwords for security does not guarantee confidentiality.

- **Personal Email Accounts and Official District Records**

The use of personal email accounts to transmit messages regarding District business should be avoided by all District personnel. In the event that messages regarding District business are received by District personnel through their personal email accounts, District personnel are requested to forward copies of such emails to their District email addresses. Personal emails discussing District business might be considered Official District Records that are subject to the Public Records Act and records retention laws. District personnel are requested to use only their District email accounts for sending/receiving emails regarding District business.

1.8 Record Retention and Disclosure. Electronic communications are a business tool which shall be used in accordance with generally accepted business practices and all federal and State laws, including the California Public Records



Act, to provide an efficient and effective means of intra-agency and interagency communications. Under most circumstances, communications sent electronically are public records, subject to disclosure under the Public Records Act and subject to records retention laws applicable to special districts.

1.8.1 Electronic Messages as Official District Records

The District's email, text messaging and voice mail systems are tools used for the temporary transport of communication, and as methods to send or receive correspondence. If an email message or text message, including any attachments, can be considered an Official District Record, as defined by this Policy (*"any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics"*), such messages must be preserved for the legally required time period in accordance with the District's Records Retention Policy.

1.8.2 Automatic Deletion of Email

The District's email management system automatically deletes District emails, including any text messages that become emails, which are more than **one hundred eighty (180) days** old from all Outlook folders of each District email user. Email in "Deleted" and "Sent" folders will be automatically removed after **one hundred eighty (180) days**.

1.8.3 Managing Your District Email

Individual District personnel are responsible for the management of their mailboxes and associated folders on a daily basis. To ensure maximum efficiency in the operation of the email system, District personnel are directed to delete email messages that are not Official District Records from their inboxes on a daily basis. Examples of such messages are personal emails, email advertisements/announcements, or newsletters received via email. If email messages that are not Official District Records are necessary for transitory work, preliminary drafts, preparation of work product or personal notes, District personnel are directed to either print the email and maintain the paper copy or create a PDF version of the email (print to PDF) and store the file in an electronic folder on the District's network drive.



Email messages (including any attachments) that are Official District Records shall be preserved by one of the following methods:

- Print the email and place the printed copy in the appropriate file.
- Email should not be stored on portable media (CDs, DVDs, thumb drives, etc.). Electronically move the email out of the District's email system and store it on a network drive.

It is the responsibility of individual District personnel to determine if an email message is an Official District Record which must be retained in accordance with the District's Record Retention Policy. They should always consider the content of an email message when determining if the email is an Official District Record. The Chief Executive Officer can assist in making such a determination. In addition, following is a general guideline for determining whether an email message is a public record under the California Public Records Act and records retention laws:

<i>MESSAGES THAT ARE GENERALLY CONSIDERED AS PUBLIC RECORDS</i>	<i>MESSAGES THAT ARE GENERALLY NOT CONSIDERED AS PUBLIC RECORDS</i>
<ul style="list-style-type: none">▪ Emails that are created or received in connection with District business;▪ Emails that document official decisions or commitments not otherwise documented in official District files; or▪ Emails that initiate, authorize or complete a transaction of the District's business.	<ul style="list-style-type: none">▪ Personal messages.▪ SPAM emails, advertisements or other "junk" email.▪ Messages not related to official District business (e.g., gathering for birthday cake in the lunchroom).▪ Emails transmitting newsletters or general information from other public agencies or vendors.

Examples of email messages that are generally considered as public records:



- Email requesting to add a consent calendar item to the District Board meeting agenda.
- Emails between District staff regarding the need for an email retention policy.
- Emails between District staff regarding approval of a contract.
- Email that refers to meeting a deadline (i.e., "In compliance with FPPC filing requirements, attached please find...).
- Formal negotiations that exist only in email form.

1.9 Email Attachments. Attachments to email messages should be retained or disposed of according to the content of the attachment itself, not according to the email transmitting the attachment. Many email attachments are simply duplicates of existing documents, or are draft versions of documents that might not be retained by the District after the final version of the document is complete. If help is needed in determining whether an attachment to an email message must be retained, please contact the Chief Executive Officer or the Special Assistant to the CEO & Board Relations Officer.

1.10. Preserving Electronic Messages – Public Records Act Requests, Subpoenas, Claims, and Potential Claims Against the District. Periodically, the District receives requests for inspection or production of documents pursuant to the Public Records Act, as well as subpoenas or court orders for documents. In the event such a request or demand includes electronic messages, District personnel who have control over or access to any such messages, once they become aware of the request or demand, shall use their best efforts, by reasonable means available to temporarily preserve any such message until it is determined whether the message is subject to preservation, public inspection, or disclosure. District personnel must contact the Chief Executive Officer or Special Assistant to the CEO & Board Relations Officer regarding any such messages that are within their control.

1.11 Violations. Any person found to have violated this policy may have their access to District email, text messaging or other means of electronic communication on District equipment limited or revoked completely. District personnel who violate this policy may be subjected to formal disciplinary action up to and including termination from District employment.



ACKNOWLEDGEMENT OF RECEIPT OF ELECTRONIC COMMUNICATION USAGE AND RETENTION POLICY

This is to acknowledge that I have received a copy of the Desert Healthcare District “Electronic Communications Usage and Retention Policy.” I understand that it contains important information on the District’s policies with regard to the use of the District’s Electronic Communication Systems and my obligations and responsibilities as an employee/District Board member/contract employee.

I acknowledge that I have read, understand and promise to adhere to the District’s Electronic Communication Usage and Retention Policy. I understand that the provisions in the Policy govern my use of the District’s Electronic Communication Systems and that the District, in its sole and absolute discretion, may change, rescind, or add to this Policy from time to time, with or without prior notice to me.

Printed Name

Date

Signature

This document shall be signed and placed in the Human Resources files.



AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

Desert Healthcare District Resolution #11-05

DOCUMENT HISTORY

Revised 10-25-2022

Revised 11-24-2020

Approved 05-24-2016

DRAFT



POLICY TITLE: ENGAGEMENT OF THE COMMUNITY, PUBLIC,
AND SUBJECT MATTER EXPERTS

POLICY NUMBER: OP-15

COMMITTEE APPROVAL~~DRAFT DATE:~~ 10-18-2022~~03-27-2018~~

BOARD APPROVAL: 10-25-2022~~03-24-2020~~

POLICY #OP-15:

PURPOSE

~~1.1~~ ~~The~~is Community Engagement policy outlines the importance of engaging with the community and the principles that define the Desert Health-care District ("District") and Desert Healthcare Foundation's ("Foundation") ~~District/Foundation's~~ commitment and approach to interaction with the community, public and subject matter experts.

~~1.2~~ ~~The~~is Community Engagement policy is to ensure that key stakeholders across the Coachella Valley have a voice to influence the development of policies, initiatives, and strategies that will affect their lives and inform the way in which~~how~~ District and/or ~~/~~Foundation services are planned and ~~—~~implemented, and ~~evaluated~~.

~~1.3~~ The District and ~~/~~Foundation is ~~are~~ committed to engaging with stakeholders and communities and this policy provides the strategic direction to ensure quality interaction and consistent engagement across the spectrum of services our organization provides.

1. SCOPE

~~2.1~~ This policy applies to all District and/or ~~/~~Foundation employees, management, Board of Directors' ~~("Board")~~ Members, contractors, consultants, interns, and ~~and~~ volunteers, residents, and service providers.

2. DEFINITION

~~3.1~~ Community engagement is defined as the range of opportunities for public involvement in decision-making, relationship-building, g~~g~~ and ~~community~~ input, and strengthening partnerships. Community engagement is achieved when the community is a part of — and *feels a part of* — a project, process, or relationship.



DESERT HEALTHCARE DISTRICT & FOUNDATION

3.2 Community engagement deepens the innovative, silo-busting partnerships that are signatures of successful programs by connecting the concerns and needs of communities to the decision-making process ~~s~~ that allocate funding – local and regional public investment dollars. Engagement brings meaning and relevance to the sustainability of goals across a broad spectrum of players; ~~–and~~ it encourages local innovations in sustainable development through creative problem-problem-solving.

3. STANDARDS

4.4 Community engagement encompasses a more comprehensive approach, creating practices and institutionalized mechanisms that share the power and decision-making control in amongst marginalized communities, groups, subject matter experts, and all other stakeholders. When utilized for the purposes of increasing to increase community empowerment and problem-problem-solving, community engagement is guided by specific key principles.

4. KEY POLICY PRINCIPLES FOR ENGAGEMENT

Following the District/Foundation's culture of commitment to the community, these key policy tenets reflect this and help the organization move to action effectively.

- Honor the wisdom, voice, and experience of residents and partners.
- Treat participants with integrity and respect.
- Be inclusive and provide a space for all participants to share their experiences and knowledge.
- Be transparent about motives and power dynamics.

5. MEETING ELEMENTS

Engagement meetings will be designed to adhere to specific elements:

- Include all those that represent the community group(s) affected.
- Educate with District/Foundation information and/or information the organization has gathered and assure the District/Foundation is educated by those who attended who can share their lived experience.
- Listen to those with lived experience to ensure understanding of key subject information and areas where the District/Foundation can learn from.
- Assure the District/Foundation is seeking out and meeting with the experts in the field to learn from and understand what their needs are for continued and future success.



DESERT HEALTHCARE
DISTRICT & FOUNDATION

- Work in partnership and co-create a plan/ budget/ focused subject priority.
- Build-in evaluative measures to assure for as-needed course corrections.
- Report out to the Board ~~of Directors~~ and/or request approvals as necessary.
- The culture needs to be that, the community feels heard, involved, and knows the District and Foundation ~~we~~ will move into action.
- Utilize information gathered and leverage resources, both financially and with District and partner personnel.
- Provide meeting materials and/or verbally communicated information in the necessary languages to ensure communication is effective and inclusive to attendees.
- As a follow-up to said meetings, disperse the information with ample time via District/Foundation communication vehicles so the general public and others have an opportunity to contribute.
- Meetings within the District/Foundation service area will maintain a baseline structure with the understanding that what is done in one community may not work in others; each is unique with its own—circumstances and the

District/Foundation will work to always honor the communities and members that live there.

- Schedule meetings to ensure maximum participation by modifying the time, date, and location to accommodate all participants.
- Provide language translation services, as needed.

6. RESPONSIBILITY

It is the responsibility of District/Foundation management to enforce all organizational policies and Board of Directors to oversee implementation.

AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

<u>Revised</u>	<u>10-25-2022</u>
Approved	03-24-2020



POLICY TITLE: **ENGAGEMENT OF THE COMMUNITY, PUBLIC, AND SUBJECT MATTER EXPERTS**

POLICY NUMBER: OP-15

COMMITTEE APPROVAL: 10-18-2022

BOARD APPROVAL: 10-25-2022

POLICY #OP-15 - The Community Engagement policy outlines the importance of engaging with the community and the principles that define the Desert Healthcare District (“District”) and Desert Healthcare Foundation’s (“Foundation”) commitment and approach to interaction with the community, public and subject matter experts.

The Community Engagement policy is to ensure that key stakeholders across the Coachella Valley have a voice to influence the development of policies, initiatives, and strategies that will affect their lives and inform how District and/or Foundation services are planned implemented, and evaluated.

The District and Foundation are committed to engaging with stakeholders and communities and this policy provides the strategic direction to ensure quality interaction and consistent engagement across the spectrum of services our organization provides.

1. SCOPE

This policy applies to all District and/or Foundation employees, management, Board of Directors (“Board”) Members, contractors, consultants, interns, volunteers, residents, and service providers.

2. DEFINITION

Community engagement is defined as the range of opportunities for public involvement in decision-making, relationship-building, community input, and strengthening partnerships. Community engagement is achieved when the community is a part of – and feels a part of – a project, process, or relationship.

Community engagement deepens the innovative, silo-busting partnerships that are signatures of successful programs by connecting the concerns and needs of communities to the decision-making process that allocate funding – local and regional public investment dollars. Engagement brings meaning and relevance to the sustainability of



goals across a broad spectrum of players it encourages local innovations in sustainable development through creative problem-solving.

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Community engagement encompasses a more comprehensive approach, creating practices and institutionalized mechanisms that share the power and decision-making control amongst marginalized communities, groups, subject matter experts, and all other stakeholders. When utilized to increase community empowerment and problem-solving, community engagement is guided by specific key principles.

4. KEY POLICY PRINCIPLES FOR ENGAGEMENT

Following the District/Foundation's culture of commitment to the community, these key policy tenets reflect this and help the organization move to action effectively.

- Honor the wisdom, voice, and experience of residents and partners.
- Treat participants with integrity and respect.
- Be inclusive and provide a space for all participants to share their experiences and knowledge.
- Be transparent about motives and power dynamics.

5. MEETING ELEMENTS

Engagement meetings will be designed to adhere to specific elements:

- Include all those that represent the community group(s) affected.
- Educate with District/Foundation information and/or information the organization has gathered and assure the District/Foundation is educated by those who attended who can share their lived experience.
- Listen to those with lived experience to ensure understanding of key subject information and areas where the District/Foundation can learn from.
- Assure the District/Foundation is seeking out and meeting with the experts in the field to learn from and understand what their needs are for continued and future success.
- Work in partnership and co-create a plan/ budget/ focused subject priority.
- Build-in evaluative measures to assure for as-needed course corrections.
- Report out to the Board and/or request approvals as necessary.
- The culture needs to be that the community feels heard, involved, and knows the District and Foundation will move into action.



- Utilize information gathered and leverage resources, both financially and with District and partner personnel.
- Provide meeting materials and/or verbally communicated information in the necessary languages to ensure communication is effective and inclusive to attendees.
- As a follow-up to said meetings, disperse the information with ample time via District/Foundation communication vehicles so the general public and others have an opportunity to contribute.
- Meetings within the District/Foundation service area will maintain a baseline structure with the understanding that what is done in one community may not work in others; each is unique with its circumstances and the District/Foundation will work to always honor the communities and members that live there.
- Schedule meetings to ensure maximum participation by modifying the time, date, and location to accommodate all participants.
- Provide language translation services, as needed.

6. RESPONSIBILITY

It is the responsibility of District/Foundation management to enforce all organizational policies and Board of Directors to oversee implementation.

AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

Revised	10-25-2022
Approved	03-24-2020



Grant Application Scoring Rubric



Category	Meets expectations (10-6 points)	Does not meet expectations (0-5 points)
Programmatic Review		
Executive Summary of the Project (10 points)	The applicant includes and describes the project's mission and vision, the target population the project will serve, the expected benefits to the community, the need for the project in the community with proposed evidence-based methods, interventions, and strategies that are realistic, attainable, effective, and outcome-oriented.	The applicant is unclear or does not include or describe the project's mission and vision, the target population the project will serve, the expected benefits to the community, the need for the project in the community with proposed evidence-based methods, interventions, and strategies that are realistic, attainable, effective, and outcome-oriented.
Community Need for the Project & Strategic Plan Alignment (10 points)	The applicant identifies and defines a specific need(s) for the project within the identified community and effectively describes the alignment of that need to the Desert Healthcare District and Foundation 2021-2026 Strategic Plan goals and strategies by using one of more of the following: data, case studies, interviews, focus group results, media coverage, etc.	The applicant does not sufficiently identify or describe a need for the project and/or its alignment to one of the Desert Healthcare District and Foundation 2021-2026 Strategic Plan goals and strategies by using one or more of the following: data, case studies, interviews, focus group results, media coverage, etc.
Project Goals, Performance Measures, and Evaluation (10 points)	The applicant has provided SMART goals with an evaluation plan that is comprehensively developed. The SMART goals are specific, measurable, attainable, realistic, and time-bound , and the evaluation plan will accurately measure the project's effectiveness and impact. Within each goal, the applicant identifies a related performance measure as outlined in the Desert Healthcare District and Foundation 2021-2026 Strategic Plan.	The applicant has provided very limited goals and evaluation plans. The goals are not specific, measurable, attainable, realistic, time-bound goals and will not measure the project's effectiveness or impact. Applicant did not identify related performance measures as outlined in the Desert Healthcare District and Foundation 2021-2026 Strategic Plan.

<p>Project Evaluation Plan (10 points)</p>	<p>The applicant provides a detailed plan of action for evaluation that includes both qualitative and/or quantitative assessment(s). The plan includes well-defined data reporting mechanisms and/or a clear and transparent narrative.</p> <ul style="list-style-type: none"> • Evaluation measures and methods are clear; the applicant defines how they envision success. • Evaluation is in alignment with the SMART goals of the project. • Evaluation is in alignment with identified performance measure(s). • An explanation is provided on how the data collected from the project will be utilized for future programming, partnerships, and/or funding. 	<p>The applicant does not provide, or vaguely describes, a plan of action with limited qualitative and/or quantitative assessment(s). The plan includes poorly defined data reporting mechanisms and/or a narrative.</p> <ul style="list-style-type: none"> • Evaluation measures and methods are not clear; the applicant vaguely defines how they envision success. • Evaluation is not in alignment with the SMART goals of the project. • Evaluation is not in alignment with identified performance measure(s). • An explanation is not provided on how the data collected from the project will be utilized.
<p>Applicant Capacity and Infrastructure to Execute Proposal (10 points)</p>	<p>The applicant includes examples that demonstrate that the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.).</p> <p>The applicant demonstrates reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)</p>	<p>The applicant does not include examples that demonstrate the human resource allocation to this project is appropriate (internal staff expertise, use of external consultants, advisory committee, etc.).</p> <p>The applicant is limited in its ability to demonstrate reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support)</p>
<p>Organization Sustainability (10 Points)</p>	<p>The applicant demonstrates that it has a current Strategic Plan. The applicant demonstrates strong Board engagement, governance, and fundraising support.</p>	<p>The applicant does not sufficiently demonstrate that it has a current Strategic Plan. The proposed program is not identified in the current Strategic Plan and the applicant organization has limited Board engagement, governance, and fundraising support.</p>

<p>Budget (10 points)</p>	<p>The budget is specific and reasonable, and all items align with the described project. The proposed budget is accurate, cost-effective, and linked to activities and outcomes.</p> <ul style="list-style-type: none"> • There are no unexplained amounts. • The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are reasonable. • All line items are identified clearly in the budget narrative. • The budget shows committed, in-kind, or other funds that have been identified, secured, and in place to support the project. 	<p>The budget is not specific and/or reasonable, and the items are poorly aligned with the described project. The budget is included in the application but seems incomplete or not reflective of actual costs.</p> <ul style="list-style-type: none"> • There are unexplained amounts. • The overall significance of the project, including the relationship between benefits and/or participants to the programmatic costs are not reasonable. • Line items are not clearly defined in the budget narrative. • The budget does not show committed, in-kind, or other funds that have been identified, secured, and in place to support the project.
<p>Key Partners / Collaboration (10 points)</p>	<p>The proposal demonstrates a collaborative process that includes multiple community partners involved in planning and implementation, with contributions from collaborators articulated in detail via letters of support and/or memorandums of understanding.</p>	<p>The proposal does not demonstrate a collaborative process and it does not involve multiple community partners in planning and implementation. Potential for collaboration exists but is not articulated.</p>
<p>Fiscal Review</p>		
<p>Fiduciary Compliance (10 Points)</p>	<p>The applicant demonstrates a financial history that shows a continuous cycle of fiduciary responsibility of the Board through unmodified audited financial statements produced in a timely fashion, positive cash flow at the end of each fiscal year, asset ratio meets required debt load, and the Board reviews financial statements regularly.</p>	<p>The applicant does not demonstrate a financial history that shows a continuous cycle of fiduciary responsibility of the Board through audited financial statements. Positive cash flow at the end of each fiscal year is not consistent. and the Board does not review financials regularly.</p>

Financial Stability (10 Points)	Funding sources for operations and programs are from multiple sources and are driven by a strategic plan for stability for both short- and long-term growth. Fund development and/or business plan is in place to identify future sources of funding. The requested grant amount is reasonable in comparison to the overall organizational budget.	Source of funds for operations and programs are from limited sources and are not driven by a strategic plan . There is no plan for stability in place currently, including a fund development plan and/or business plan. The requested grant amount is unreasonable in comparison to the overall organizational operating budget.
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Total Score: ____/ 100

Recommendation:

- ☐ Fully Fund
- ☐ Partially Fund – Possible restrictions/conditions
- ☐ No Funding



Date: October 25, 2022

To: Board of Directors

Subject: Grant # 1356 Blood Bank of San Bernardino and Riverside Counties

Grant Request: Coachella Valley Therapeutic Apheresis Program

Amount Requested: \$140,000.00

Project Period: 11/1/2022 to 10/31/2023

Project Description and Use of District Funds:

LifeStream Blood Bank is the sole provider of Therapeutic Apheresis (TA) services for critically ill patients in Coachella Valley hospitals. This specialized medical procedure removes harmful components of a patient's blood and replaces the harmful components with either albumin or other blood products.

TA services provided by LifeStream for Coachella Valley patients is crucial because hospitals do not have the clinical TA expertise or trained staff to perform these procedures for patients who are often in acute critical condition. LifeStream's hospital partners have found it is more cost effective and efficient to utilize LifeStream's staff and equipment to perform these life-saving procedures for the relatively small number of patients who require TA treatment at their facilities each year. Additionally, since there are several different procedures (plasma exchange, red cell exchange, leukopheresis, etc.), it would be very difficult for hospital staff to maintain competency on all of the procedures.

With a Coachella Valley-based vehicle and TA equipment, LifeStream expects to perform 100 to 125 therapeutic apheresis treatments per year for 20 to 30 local hospital patients. Historically, TA services have helped saved the lives of elderly patients experiencing serious health issues. More recently, there has been an increased need to perform TA procedures for patients who are 20 to 30 years old. Most patients receive a treatment regimen of consecutive TA procedures usually over a 5-day period.

LifeStream expects the equipment and vehicle purchased with this grant will allow LifeStream staff to provide life-saving therapeutic apheresis services for approximately 10 years.



LifeStream is requesting \$140,000 to help fund the creation of their Coachella Valley Therapeutic Apheresis Program. Funding will cover the costs of an Optia machine, TA related equipment, and a customized vehicle dedicated to transport apheresis equipment and staff to Coachella Valley hospitals caring for seriously ill patients. The vehicle, which would be branded with the DHCD logo to acknowledge DHCD's financial support, will be a van customized with a lower floor and a ramp to allow for easy transportation of the bulky equipment from facilities to the patient's bedside.

LifeStream will cover all other costs associated with this new program including staffing, supplies, and other expenses.

Strategic Plan Alignment:

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

Strategy 2.3: Provide funding support and evaluation to community organizations providing expanded mobile primary and specialty care services (Priority: High)

Geographic Area(s) Served:

All District Areas

Action by Program Committee: (Please select one)

- ✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$140,000.00 be approved.

Recommendation with modifications

Decline



Grant Application Summary

Blood Bank of San Bernardino and Riverside Counties, Grant #1356

About the Organization

Blood Bank of San Bernardino and Riverside Counties
384 W Orange Show Road
San Bernardino, CA 92408
Tel: (909) 885-6503
<http://www.lstream.org>

Tax ID #: 951708743

Primary Contact:

Daniel Ballister
Tel: (909) 885-6503
Fax: (909) 890-9816
dballister@lstream.org

Organization History and Mission

Briefly describe the history AND mission of your organization

Celebrating its 70th anniversary in 2021, LifeStream Blood Bank was established to meet our community's need for a safe supply of blood and blood components and life-saving therapeutic services. The niche filled by LifeStream has never been more vital and more relevant to the communities we serve.

LifeStream utilizes bloodmobiles to conduct approximately 600 mobile blood drives a year in the Coachella Valley to supplement collection efforts at its local blood donor centers in La Quinta and Rancho Mirage. More than a traditional blood bank, LifeStream has evolved to offer a variety of life-saving blood products and services that benefit thousands of area residents.

LifeStream's mission is to help save lives by connecting donors and patients through the gift of blood.

Organization Annual Budget: \$64,000,000.00

Historical (approved Requests)

Grant Year	Project Title	Grant Amount	Type	Disposition Date	Fund
2010	Expanding Capacity at the Local Rare Blood Library	\$174,000	Achievement Building	1/25/2011	Grant budget
2016	LifeStream Prostate Cancer Treatment Program	\$60,000	Capital Improvement	10/25/2016	Grant budget
2020	Bloodmobiles for Coachella Valley	\$150,000	Grant	3/24/2021	

Project Information**Project Title:** Coachella Valley Therapeutic Apheresis Program**Start Date:** 11/1/2022 **End Date:** 10/31/2023**Term:** 12 months**Total Project Budget:** \$300,518**Requested Amount:** \$140,000**Executive Summary:**

LifeStream Blood Bank is the sole provider of Therapeutic Apheresis (TA) services for critically ill patients in Coachella Valley hospitals. This specialized medical procedure removes harmful components of a patient's blood and replaces the harmful components with either albumin or other blood products.

TA services provided by LifeStream for Coachella Valley patients is crucial because hospitals do not have the clinical TA expertise or trained staff to perform these procedures for patients who are often in acute critical condition. Our hospital partners have found it is more cost effective and efficient to utilize LifeStream's staff and equipment to perform these life-saving procedures for the relatively small number of patients who require TA treatment at their facilities each year. Additionally, since there are several different procedures (plasma exchange, red cell exchange, leukopheresis, etc.), it would be very difficult for hospital staff to maintain competency on all of the procedures.

Due to limited resources, LifeStream and its Southern California hospital partners currently triage the order in which patients receive TA treatments from LifeStream's San Bernardino headquarters. A grant from the Desert Healthcare District and Foundation (DHCD) will allow LifeStream to purchase TA equipment and a customized vehicle that would be based in the Coachella Valley to provide local patients prompt access to therapeutic apheresis procedures.

With a Coachella Valley-based vehicle and TA equipment, we expect to perform 100 to 125 therapeutic apheresis treatments per year for 20 to 30 local hospital patients. Historically, TA services have helped saved the lives of elderly patients experiencing

serious health issues. More recently, there has been an increased need to perform TA procedures for patients who are 20 to 30 years old. Most patients receive a treatment regimen of consecutive TA procedures usually over a 5-day period. We fully expect the equipment and vehicle purchased with this grant will allow LifeStream staff to provide life-saving therapeutic apheresis services for approximately 10 years.

We will utilize our current tracking system to monitor requests for TA services by partner hospitals and demonstrate that having equipment and a vehicle dedicated for use in the Coachella Valley will ensure that these patients' apheresis needs are consistently met and ensure that these patients will never have to be transported to a distant medical facility for an apheresis treatment.

Community Need for the Project:

LifeStream provides Therapeutic Apheresis (TA) services for critically ill patients in hospitals located throughout six Southern California counties. Dozens of hospitals rely on LifeStream to perform this specialized medical procedure. Examples of apheresis procedures include Therapeutic Plasma Exchange and Red Cell Depletion/Exchange. Therapeutic plasma exchanges are performed on patients experiencing complications from pathogenic autoantibodies or immune complexes as part of a treatment regimen determined by the clinical team. Red Cell Depletion/Exchange is performed on patients experiencing acute sickle cell crisis by removing the sickling red cells and replacing the patient's blood with healthy red blood cells.

TA procedures require the use of an Optia machine and related equipment, expertise of a highly trained apheresis registered nurse, and a customized vehicle to transport the equipment to the bedside of the patient needing treatment. Due to limited resources, specifically the availability of Optia machines and customized vehicles, LifeStream and its hospital partners must triage the order in which patients receive TA treatments. Prioritization is especially challenging when LifeStream is asked to treat patients, often on short notice, in an area that stretches from the low desert to the high desert and from San Diego to Thousand Oaks.

A grant from the DHCD will allow LifeStream to purchase the equipment and vehicle necessary to create a Coachella Valley-based TA Program which will provide Desert Regional Medical Center (DRMC), Eisenhower Health, and JFK Memorial hospital patients prioritized access to apheresis procedures. Based on past demand, we expect to help approximately 10 DRMC patients, 15 Eisenhower Health patients, and 1 JFK Memorial patients each year. Having TA equipment and staff dedicated to serve Coachella Valley patients would essentially ensure that these patients would never have to be transported to a distant medical facility for an apheresis treatment.

Strategic Plan Alignment:

Goal 2: Proactively expand community access to primary and specialty care services
Strategy 2.3: Provide funding support and evaluation to community organizations providing expanded mobile primary and specialty care services (Priority: High)

Project Description and Use of District funds:

LifeStream is requesting \$140,000 to help fund the creation of our Coachella Valley Therapeutic Apheresis Program. Funding will cover the costs of an Optia machine, TA

related equipment, and a customized vehicle dedicated to transport apheresis equipment and staff to Coachella Valley hospitals caring for seriously ill patients. The vehicle, which would be branded with the DHCD logo to acknowledge DHCD’s financial support, will be a van customized with a lower floor and a ramp to allow for easy transportation of the bulky equipment from facilities to the patient’s bedside. LifeStream will cover all other costs associated with the new program including staffing.

Description of the Target Population (s):

Historically, therapeutic apheresis services have helped elderly patients experiencing serious health issues. More recently, there has been an increased need to perform TA procedures for patients who are 20 to 30 years old. These younger patients need TA procedures to treat life-threatening conditions including TTP (thrombotic thrombocytopenic purpura) and Myasthenia Gravis.

Geographic Area(s) Served:

All District Areas

Age Group:

(25-64) Adults

(65+) Seniors

Total Number of District Residents Served:

Direct: On average, 25 patients per year

Indirect: 0

Project Goals and Evaluation

Goal #1: Through the use of dedicated equipment purchased with grant funding, based on statistics gathered over the past five years, we expect to provide TA treatment for approximately 25 Coachella Valley patients each year. Patients, on average, require 5 consecutive treatments	Evaluation #1: We will utilize our current tracking system to monitor requests for TA services by partner hospitals and demonstrate that having equipment and a vehicle dedicated for use in the Coachella Valley will ensure that these patients receive expeditious therapeutic apheresis treatment. We expect to perform between 100 and 125 TA procedures throughout the year in Coachella Valley hospitals.
Goal #2: N/A	Evaluation #2: N/A

Proposed Project Evaluation Plan

Within the first year of receiving the grant, we will monitor the program to track TA treatments required by patients who suffer from chronic medical conditions. If the need for chronic (non-critical) treatments is substantial, we will initiate conversations with Eisenhower Health and Desert Regional Medical Center to discuss the creation of a Chronic Apheresis Outpatient Program. Under this program, our hospital partner would provide space for the TA equipment at its facility over a fixed period of time each month. This arrangement would make it more convenient for patients with chronic conditions to

receive necessary TA services and eliminate the need for LifeStream staff to transport and set up equipment on a daily basis.

Organizational Capacity and Sustainability

Organizational Capacity

LifeStream currently has six (6) registered nurses trained to provide therapeutic apheresis procedures and one director who oversee services provided at area hospitals. Additionally, our Medical Director, Tuan Le, MD, provides clinical apheresis oversight and consults with patients' physicians.

Organizational Sustainability:

The therapeutic apheresis service being provided by LifeStream to our Coachella Valley hospital partners is crucial because none of the hospitals have the clinical TA expertise or trained staff to provide these procedures for patients who are often in acute critical condition. Implementing a Coachella Valley Therapeutic Apheresis Program would strengthen our relationships with Desert Regional Medical Center, Eisenhower Health and JFK Memorial Hospital. Our dedicated staff and equipment would be on-call seven days a week to help their patients seeking TA treatments. We also anticipate that creating a Chronic Apheresis Outpatient Program with a Coachella Valley partner hospital would further solidify our service relationship and provide a convenient, valuable clinical service for potentially dozens of patients each year and eliminate the need for patients to travel long distances to receive TA treatment.

Diversity, Equity, and Inclusion

How does your organization address diversity, equity, and inclusion at the board and executive staff levels?

The LifeStream Board of Directors is currently comprised of 11 members. The bylaws allow any number between 10 and 15 members. Currently, the board membership has 45% minority composition and 27% female composition. Three board members are of Asian descent, (Filipino, Japanese and Indian), one board member is Hispanic, and one member is African American. In 2022, LifeStream's Board of Directors chairperson is female while its vice chairman is of Filipino descent.

The executive team composition is 33% female and 17% minority. The executive team has had little turnover during the past 15 years. We had one position open in the past 12 months and the position was filled with a male of Asian descent.

If your organization is not currently addressing diversity, equity, and inclusion at the board and executive staff levels, please explain the barriers, such as knowledge, financial investment, capacity, etc., that are preventing you from doing so.

Partnerships:

Key Partners:

Desert Regional Medical Center and Eisenhower Health are LifeStream's healthcare partners that request the majority of therapeutic apheresis services for their patients.

Based on past requests for TA treatment, we expect to treat 10 DRMC patients and 15 Eisenhower Health patients. JFK Memorial Hospital requests fewer TA treatments for its patients but is still an important community partner that will benefit from our Coachella Valley-based program. We expect to treat 1 JFK patients each year. LifeStream's therapeutic apheresis team will work with staff and physicians at all three facilities to ensure patients' needs are met.

All Coachella Valley hospitals sign a multi-year exclusive contract with LifeStream to provide therapeutic apheresis services which guarantees the volume needed to ensure a financially sustainable program. They also pay a service fee to LifeStream for every therapeutic apheresis procedure performed at their hospital, provide free space for LifeStream to perform TA procedures, and store our equipment when needed. The service fee includes a positive financial margin to LifeStream that helps finance the ongoing expenses of this program through perpetuity. This is why we are not asking our hospital partners to provide an upfront portion of the funding for the start-up of this Coachella Valley program.

Line Item Budget Operational Costs

PROGRAM OPERATIONS		Total Program/Project Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Costs Detail on sheet 2		125943		0
Equipment (itemize)				
1	Optia Machine	70000		70000
2	Blood Warmer and Infusion Pump	7000		7000
3	CAPR (hood) and Supply Cart	3000		3000
4	Modified van for transportation	60000		60000
Supplies (itemize)				
1	Kits	24000		0
2	Saline & Misc supplies	4800		0
3				0
4				0
Printing/Duplication				0
Mailing/Postage				0
Travel/Mileage		990		0
Education/Training				0
Office/Rent/Mortgage		525		0
Telephone/Fax/Internet				0
Utilities				0
Insurance				0
Other facility costs not described above (itemize)				
1	Credentialing	750		0
2				0
3				0
4				0
Other program costs not described above (itemize)				
1	Equipment Rental	3510		0
2				0
3				0
4				0
Total Program Budget		300518	0	140000

Line Item Budget Staffing Costs

Staff Salaries		Annual Salary	% of Time Allocated to Program	Actual Program Salary	Amount of Salary Paid by DHCD Grant
Employee Position/Title					
1	Director Clinical Services	\$ 140,608.00	15%	\$ 21,091.20	0
2	Therapeutic Apheresis RN	\$ 91,520.00	15%	\$ 13,728.00	
3	Therapeutic Apheresis RN	\$ 13,000.00	15%	\$ 1,950.00	
4	Therapeutic Apheresis RN	\$ 105,830.40	15%	\$ 15,874.56	
5	Therapeutic Apheresis RN	\$ 106,641.60	15%	\$ 15,996.24	
6	Therapeutic Apheresis RN	\$ 108,596.80	15%	\$ 16,289.52	
7	Therapeutic Apheresis RN	\$ 65,931.84	15%	\$ 9,889.78	
8	Therapeutic Apheresis RN	\$ 13,738.40	15%	\$ 2,060.76	
Total Employee Benefits				\$ 29,064.02	
Enter this amount in Section 1; Staffing Costs				Total ›	\$125,943.34
Budget Narrative	TA RN's will perform therapeutic procedures in clinical settings (e.g. acute, critical care, out-patient) at Coachella Valley hospitals using various venous access devices, including peripheral phlebotomy. TA RNs perform procedures as ordered, monitor patient status and make appropriate interventions to reduce adverse reactions. They coordinate with hospital staff as needed, and ensure that complete documentation is recorded. TA RNs also perform central venous catheter (CVC) care as required during performance of therapeutic procedures. TA procedures at the 3 Coachella Valley hospitals represents 15% of our business.				
Budget Narrative	Benefits include Health, Life and Disability Insurance, Workers Compensation, Paid Time Off, 403b Contribution Match. Approximately 30% of salary is the average used to calculate the total cost amount for benefits.				
Professional Services / Consultants		Hourly Rate	Hours/Week	Monthly Fee	Fees Paid by DHCD Grant
Company and Staff Title					
1	None				
2					
3					
4					
5					
Enter this amount in Section 1; Staffing Costs				Total ›	0
Budget Narrative	N/A				

Line Item Budget
Other Program Funds

Other funding received (actual or projected) SPECIFIC to this program/project		Amount
Fees		
Donations		0
Grants (List Organizations)		
	1	N/A
	2	
	3	
	4	
Fundraising (describe nature of fundraiser)		
	1	N/A
	2	
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)		
	1	N/A
	2	
	3	
	4	
Total funding in addition to DHCD request		0
Budget Narrative	LifeStream is not seeking funding for the equipment for this program from other sources. Rationale is provided in Section 7 of the grant application.	

Grant Scoring Review

Grant Staff Review # 1 of 3

- Executive Summary:** 9
- Community Need and Alignment:** 10
- Goals:** 8
- Proposed Evaluation Plan:** 9
- Applicant Capacity and Infrastructure:** 10
- Organizational Sustainability:** 9
- Budget:** 9
- Key Partners/Collaborations:** 9

Total Score: 73.00

Reviewer Comments:

Lifestream Blood Bank is the only healthcare organization in the CV that currently provides Therapeutic Apheresis services for critically ill patients DRMC, EMC, and JFK. This specialized medical procedure removes harmful component's of the patient's blood and replaces the harmful components with either albumin or other blood products. The TA procedure is so specialized and provided by Lifestream is because the hospitals themselves do not have the clinical TA experience or trained staff to perform these life-saving procedures for patients in acute critical condition. The TA equipment and staff dedicated to CV patients will ensure that these patients will not have to be transported to a distance medical facility for an apheresis treatment.

Response Notes:

Average Review Score:

- Fiscal Staff Review Stage: 18.5 (2 of 2)
- Grant Program Staff Review Stage: 70.666666666666666666666666666667 (3 of 3)

Sum of all Reviews:

- Fiscal Staff Review Stage: 37 (2 of 2)
- Grant Program Staff Review Stage: 212 (3 of 3)

Total average proposal score: 89/100

Grant Scoring Review

Grant Staff Review # 2 of 3

- Executive Summary:** 9
- Community Need and Alignment:** 8
- Goals:** 8
- Proposed Evaluation Plan:** 8
- Applicant Capacity and Infrastructure:** 9
- Organizational Sustainability:** 9
- Budget:** 8
- Key Partners/Collaborations:** 9

Total Score: 68.00

Reviewer Comments:
LifeStream Blood Bank is the sole provider of the life-saving Therapeutic Apheresis procedure in the Coachella Valley in partnership with the three local hospitals. District funds will provide LifeStream Blood Bank with the ability to purchase TA equipment and a speciality vehicle to increase access to the TA procedure to patients across the Coachella Valley.

Response Notes:

- Average Review Score:**
- Fiscal Staff Review Stage: 18.5 (2 of 2)
 - Grant Program Staff Review Stage: 70.6666666666666666666666666667 (3 of 3)
- Sum of all Reviews:**
- Fiscal Staff Review Stage: 37 (2 of 2)
 - Grant Program Staff Review Stage: 212 (3 of 3)
- Total average proposal score: 89/100**

Grant Scoring Review

Grant Staff Review # 3 of 3

Executive Summary: 9

Community Need and Alignment: 9

Goals: 9

Proposed Evaluation Plan: 8

Applicant Capacity and Infrastructure: 9

Organizational Sustainability: 9

Budget: 9

Key Partners/Collaborations: 9

Total Score: 71.00

Reviewer Comments:

The project proposal submitted by the Blood bank of San Bernardino and Riverside Counties, endeavors to continue to provide Therapeutic Apheresis (TA) services for Coachella Valley residents who are critically ill are hospitalized. As a long term provider of these services, this project seeks to expand services with a specific Coachella Valley (LifeStream) TA unit dedicated to this community. These units provide TA services to 20 -25 patients who will review multiple sessions (5) with this device. Local hospitals will pay a fee for these services and will provide a space for use. Hospital staff are not trained to implement the TA services (Therapeutic Plasma Exchange and Red Cell Depletion/Exchange) to patients who are usually in critical condition. A dedicated vehicle will also be designated through this funding to transport the TA machine to local hospitals as needed.

This project aligns with DHCD Strategic Plan Goal 2 (Proactively expand community access to primary and specialty care services), Strategy 2.3 (Provide funding support and evaluation to community organizations providing expanded mobile primary and specialty care services).

This project will serve adults and older adults in the CV community through the efforts of (6) registered nurses who are specifically trained to provide TA services and a Director who will oversee the progress of this project.

The evaluation of the progress gains associated with this project will be tracked through an internal tracing system that will monitor TA requests between hospital locations, the time between the request and actual services and any the relation to the project anticipated goals.

Grant Scoring Review

The Blood Bank of San Bernardino and Riverside Counties has cultivated partnerships with multiple local hospitals (DRMC, JFK and Eisenhower Health) to provide TA services to critical care patients in need utilizing an expedited response platform to meet this need area successfully.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 70.6666666666666666666666666667 (3 of 3)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 212 (3 of 3)

Total average proposal score: 89/100

Grant Scoring Review

Fiscal Staff Review # 1 of 2

Fiduciary Compliance: 10

Financial Stability: 9

Total Score: 19.00

Reviewer Comments: Fiduciary Compliance - 10

The FY 06/30/21 audit report is unmodified. The Board of Directors accepted the audit report.

Audit report Current Ratio is strong (5:1), which represents the grantee's ability to pay its short-term liabilities.

The Net Assets increased by \$212M as of 6/30/21, with Total Net Assets of \$771M. Internal financial statements, as of 4/30/22, demonstrates a loss of \$2M, predominantly due to an unrealized loss on investments. The Balance Sheet is strong.

Financial Stability - 9

Grantee demonstrates a sound financial position.

Grantee has diversified internal resources for this project of approximately \$300k. The District's grant of \$140,000 is supported by other internal resources.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 70.666666666666666666666666666667 (3 of 3)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 212 (3 of 3)

Total average proposal score: 89/100

Grant Scoring Review

Fiscal Staff Review # 2 of 2

Fiduciary Compliance: 9

Financial Stability: 9

Total Score: 18.00

Reviewer Comments: Unmodified consolidated financial audit approved by Board. Positive cash flow not noted for prior fiscal year. Consolidated assets sufficient to meet consolidated liabilities. Strategic plan in place detailing multiple ways to increase funding in short term through 2024. Project budget is reasonable in relation to overall organizational budget.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 70.6666666666666666666666666667 (3 of 3)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 212 (3 of 3)

Total average proposal score: 89/100

Grant #1356

EXHIBIT B**PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES**Project Title

Coachella Valley Therapeutic Apheresis Program

Start/End

11/01/2022

10/31/2023

PAYMENTS:

(2) Payments: \$63,000.

10% Retention: \$14,000.

Total request amount: \$ 140,000.

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
11/01/2022		Signed Agreement submitted & accepted.	Advance of \$63,000. for time period 11/01/2022 – 4/30/2023
6/01/2023		1 st six-month (11/01/2022 – 4/30/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$63,000. for time period 5/01/2023 – 10/31/2023
12/01/2023		2 nd six-month (5/01/2023 – 10/31/2023) progress report, budget reports and receipts submitted & accepted	\$0
12/15/2023		Final report (11/01/2022 – 10/31/2023) and final budget report submitted & accepted	\$14,000. (10% retention)

TOTAL GRANT AMOUNT: \$ 140,000.

DELIVERABLES:

Project Goals and Evaluation

<p>Goal #1: Through the use of dedicated equipment purchased with grant funding, based on statistics gathered over the past five years, we expect to provide TA treatment for approximately 25 Coachella Valley patients each year. Patients, on average, require 5 consecutive treatments</p>	<p>Evaluation #1: We will utilize our current tracking system to monitor requests for TA services by partner hospitals and demonstrate that having equipment and a vehicle dedicated for use in the Coachella Valley will ensure that these patients receive expeditious therapeutic apheresis treatment. We expect to perform between 100 and 125 TA procedures throughout the year in Coachella Valley hospitals.</p>
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Date: October 25, 2022

To: Board of Directors

Subject: Grant # 1362 Jewish Family Service of the Desert

Grant Request:

Mental Health Counseling Services for Underserved Coachella Valley Residents

Amount Requested: \$160,000.00

Project Period: 11/1/2022 to 10/31/2024

Project Description and Use of District Funds:

Jewish Family Services of the Desert (JFS) has provided counseling services to thousands of individuals, couples, and families since 1999 and is now one of the Valley's largest nonprofit counseling agencies. A high proportion of residents are from households with low incomes and few resources to treat behavioral health issues. Its commitment to the community is illustrated by its promise to offer counseling to all who request it regardless of ability to pay.

District funds would specifically support personnel costs, enabling JFS to continue serving those most in need by (a) providing mental health counseling services – including in Spanish, if preferred or required – for 1,344 clients ages 6 and above; (b) administering depression scales to all adult counseling clients; and (c) ensuring that all adult counseling clients are aware of case management services, including emergency financial assistance. This support will also allow JFS to launch the "Hole Soul to Whole Soul" support group, which partners with teens and their parents or guardians to educate and address mental health struggles most pertinent to community youth.

Strategic Plan Alignment:

Goals #3 Proactively expand community access to behavioral/mental health services

Strategy 3.2 Provide funding to Community-Based Organizations to support an increase in the number of days and hours of operation of behavioral/mental health services (Priority: High)



Strategy 3.4 Provide funding support to Community-Based Organizations providing tele-behavioral/mental health services (Priority: High)

Strategy 3.7 Collaborate/Partner with community providers to enhance access to culturally sensitive behavioral/mental health services (Priority: Moderate)

Geographic Area(s) Served: All District Areas

Action by Program Committee: (Please select one)

- ✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$160,000.00 be approved.

Recommendation with modifications

Decline



Grant Application Summary

Jewish Family Service of the Desert, Grant #1362

About the Organization

Jewish Family Service of the Desert
490 S. Farrell Drive, Suite C-208
Palm Springs, CA 92262
Tel: (760) 325-4088
Fax: (760) 778-3781
<http://www.jfsdesert.org>

Tax ID #: 330613083

Primary Contact:

Kraig Johnson
Tel: (760) 325-4088
Fax: (760) 778-3781
kjohnson@jfsdesert.org

Organization History and Mission

Jewish Family Service of the Desert (JFS) has provided an array of counseling and social services to Coachella Valley residents since 1982. Core services include (1) low- to no-cost, in-person and telecare mental health counseling; (2) case management services that assist with connecting to available benefits such as CalFresh, LIHEAP and others, and offer needs-based emergency financial assistance for necessities such as overdue rent and utilities, food and medication; (3) Let's Do Lunch! senior education and socialization program in five locations; (4) Cafe Europa education and socialization program for our local Holocaust survivors; (5) monthly food distribution program to JFS clients in several locations; (6) "well-check" phone calls to isolated seniors assessing physical and mental health and offering connections to needed services; and (7) volunteer-based transportation services for medical appointments. JFS is guided by a mission to provide for the social service needs of the Jewish and general community throughout the greater Coachella Valley with a commitment to promote the well-being of people of all ages, incomes, and lifestyles. Its services are available to all without discrimination in English and Spanish, and more than 93% of those served are from backgrounds other than Judaism.

Organization Annual Budget: \$2,221,260.00

Historical (approved Requests)

Grant Year	Project Title	Grant Amount	Type	Disposition Date	Fund
1998	grant # 199-028	\$3,000	Grant	6/30/1999	
1998	grant # 199-007	\$25,000	Grant	6/30/1999	
1999	grant # 2000-016	\$12,450	Grant	6/30/2000	
1999	grant 2000-007-p	\$25,000	Grant	6/30/2000	
2000	grant # 2001-095	\$25,000	Grant	6/30/2001	
2000	grant 2001-044	\$3,000	Grant	6/30/2001	
2002	Grant Writer	\$0	Grant	7/23/2002	
2002	PHI: Mental Health Collaborative	\$0	Grant	1/28/2003	
2003	Solutions for Seniors (geriatric case management)	\$10,000	Grant	6/15/2004	Grant budget
2003	DMHC - Preventive Health Initiative continuation project.	\$62,601	Grant	6/22/2004	
2006	Nightengale Manor - Supportive Services	\$117,595	Grant	11/28/2006	Grant budget
2007	Case Management & Supportive Services for Families at Nightengale Manor	\$110,636	Grant	1/22/2008	Grant budget
2008	Solutions for Seniors - summer food distribution	\$2,500	Grant	8/4/2008	Grant budget
2008	Nightengale Manor Supportive Case Management	\$107,964	Grant	1/27/2009	Grant budget
2008	Alleviating food insecurity for District residents in need	\$5,000	Food Assistance	2/23/2009	Grant budget
2010	Alleviating Food Insecurity for District Residents	\$5,000	Food Assistance	8/26/2010	Grant budget
2010	KidsFirst	\$44,905	Improving Lives	1/25/2011	Grant budget
2012	Mental Health Counseling Program for Low Income Coachella Valley Residents	\$60,000	Achievement Building	11/27/2012	Grant budget
2012	KidsFirst Healthy Life Project	\$75,000	Grant	6/25/2013	Grant budget
2013	Mental Health Counseling Program for Low Income Coachella Valley Residents	\$95,000	Grant	5/27/2014	Grant budget
2015	Mental Health Outpatient Treatment Services for Low	\$497,411	Achievement Building	11/17/2015	Grant budget

	Income Coachella Valley Residents				
2019	Preventing Homelessness Among Coachella Valley Residents with Low Incomes	\$89,855	Grant	9/10/2019	
2020	Mental Health Counseling Services for Underserved Coachella Valley Residents	\$80,000	Grant	2/24/2021	

Project Information

Project Title:

Mental Health Counseling Services for Underserved Coachella Valley Residents

Start Date: 11/1/2022 **End Date:** 10/31/2024

Term: 24 months

Total Project Budget: \$2,540,261

Requested Amount: \$160,000

Executive Summary:

JFS has provided counseling services to thousands of individuals, couples, and families since 1999 and is now one of the Valley's largest nonprofit counseling agencies. District funds will support personnel costs, enabling JFS to continue serving those most in need by (a) providing mental health counseling services – including in Spanish, if preferred or required – for 1,344 clients ages 6 and above; (b) administering depression scales to all adult counseling clients; and (c) ensuring that all adult counseling clients are aware of case management services, including emergency financial assistance. In FY21, 750 JFS clients received counseling services. Approximately 49% were White, 43% Hispanic/Latino, 5% Black, 2% Asian, and 2% Multiracial. An estimated 10% identified as LGBTQ, and 12-15% were Spanish speakers. Around 83% were from households with incomes at 200% or less of the Federal Poverty Level (FPL).

Upon initiating treatment, therapists conduct comprehensive bio-psychosocial assessments to determine clinical needs. JFS utilizes evidence-based psychotherapy techniques, primarily Cognitive Behavioral Therapy (CBT), exploring thought patterns that lead to self-destructive actions. This type of therapy facilitates clients' ability to modify thinking patterns to improve coping skills. Therapists work with clients to develop individualized treatment plans; identify mutually agreed upon goals, behavioral outcomes, and projected treatment duration; and monitor progress as clients attend an average of 7 sessions.

The project's success will be defined by providing affordable access to quality mental health care for all Coachella Valley residents. JFS's counseling program is measured by achieving objectives and positive mental health outcomes. Counseling benchmarks include attendance at a minimum of three sessions and improvement of symptoms. JFS's Electronic Health Record (EHR) database tracks demographics, sessions, identification and achievement of treatment goals, and progress notes. This data is

compiled bi-annually. Treatment goal achievements are reported at year-end. Client satisfaction data will be gathered via a JotForm survey sent to clients upon discharge.

JFS utilizes tools consistent with the International Classification of Diseases and Related Health Problems (ICD 10), including the Generalized Anxiety Disorder (GAD 7) scale, the Geriatric Depression Scale (GDS), and the Patient Health Questionnaire (PHQ9), which are collected at intake and every subsequent sixth session and recorded in the database. Outcome measurements are monitored by JFS therapists, with challenging or otherwise compelling results brought to the attention of the Clinical Director. Weekly Clinical update meetings allow for the sharing of ideas and tools in order to offer all clients an opportunity to improve.

Community Need for the Project:

The California Healthy Places Index (HPI) shows that the Coachella Valley contains high concentrations of poverty, people of color, LGBTQ individuals, and people needing mental health support. In its 2019 Community Health Survey, Health Assessment and Research for Communities (HARC) found that the region has one of the nation's highest per capita rates of adults identifying as LGBTQ (15%, compared to 7% statewide), and nearly 52% identified as Hispanic/Latino. Approximately 43.4% were living with incomes below 200% of the poverty level, and 27% of adults were uninsured. In its 2019 Mental & Behavioral Health Assessment, HARC reported that 28.6% of adults were diagnosed with mental health disorders and that 41.4% of area children have experienced one or more adverse childhood experiences (ACEs) related to household instability—potentially traumatic events including parental divorce, mental illness in the household, incarceration of a household member, and substance abuse in the household—putting them at high risk of poor long-term health outcomes. Unfortunately, the pandemic has exacerbated these issues. In HARC's COVID-19 Needs Assessment, 60.2% of participants reported being under increased stress. Of the 37% affected financially, 45% reported struggling to pay rent/mortgage, and 38% had difficulty paying utilities. The situation is compounded by a shortage of counselors in the region (68.4 providers per 100,000 residents, compared to 157 per 100,000 statewide) and the high cost of therapy.

Jewish Family Service of the Desert (JFS) provides low- or no-cost mental health counseling services to address these needs. Services are provided on a sliding scale for those without insurance, with no one turned away for inability to pay. Support from Desert Healthcare District & Foundation (DHCD/F) will enable JFS to provide access to mental health services for 1,344 clients annually, as well as connect clients in need to case management services, including emergency financial assistance.

Strategic Plan Alignment:

Goals #3 Proactively expand community access to behavioral/mental health services

Strategy 3.2 Provide funding to Community-Based Organizations to support an increase in the number of days and hours of operation of behavioral/mental health services (Priority: High)

Strategy 3.4 Provide funding support to Community-Based Organizations providing tele-behavioral/mental health services (Priority: High)

Strategy 3.7 Collaborate/Partner with community providers to enhance access to culturally sensitive behavioral/mental health services (Priority: Moderate)

Project Description and Use of District funds:

JFS has provided counseling services to thousands of individuals, couples, and families since 1999 and is now one of the Valley's largest nonprofit counseling agencies. A high proportion of residents are from households with low incomes and few resources to treat behavioral health issues. Its commitment to the community is illustrated by its promise to offer counseling to all who request it regardless of ability to pay. This past fiscal year, JFS offered nearly 650 free sessions to 112 clients, and 28 clients received assistance with their insurance copayments.

JFS therapists help people confront mental illness, anxiety, depression, partner/marital conflict, divorce, death and grieving, domestic violence, alcohol/drug addiction, job stress, child abuse, and senior abuse, among others. Upon initiating treatment, therapists conduct comprehensive bio-psychosocial assessments to formulate a diagnosis in compliance with the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorder (DSM-V). JFS utilizes evidence-based psychotherapy techniques, primarily focusing on Cognitive Behavioral Therapy (CBT), exploring thought patterns that lead to self-destructive actions. This type of therapy facilitates patients' ability to modify thinking patterns to improve coping skills. Therapists work with clients to develop individualized treatment plans; identify mutually agreed upon goals, behavioral outcomes, and projected treatment duration; and monitor progress. As previously noted, JFS counseling clients average 7.3 sessions per year, but this is just an average. Client need varies widely, as does duration of treatment. Counseling requires that providers be dynamic and empathetic while requiring boundaries and expectations. There are no clinical timetables, but speedy progress is always a goal.

District funds will support personnel costs, enabling JFS to continue providing mental health counseling services for Coachella Valley residents, administering assessment and treatment that allows clients to make progress in their mental health and achieve their goals. This support will also allow JFS to launch the "Hole Soul to Whole Soul" support group, which partners with teens and their parents or guardians to educate and address mental health struggles most pertinent to community youth.

Currently in the final steps of development, "Hole Soul to a Whole Soul" represents a collaboration between the JFS clinical team and Harriet Rosetto, co-founder of the Los Angeles-based Beit T'Shuvah residential substance abuse treatment program. The goal of "Hole Soul to a Whole Soul" is to help youth and their parents/guardians recalibrate ideas of success, fulfillment, and happiness. As a young person's goals, circumstances, and resulting decisions change, many feel they have "failed" by not creating the life they or their families expected. This non-denominational group will guide the family unit to understanding that, regardless of one's vocation, status, or standing, they can still offer something meaningful and unique to their families and communities. Topics include self-care, decision making, substance awareness, perfectionism, social media, and spiritual growth. JFS hopes that helping youth and their parents redefine satisfaction and happiness will lead to a reduction in depression and anxiety for both participating youth and their parents or guardians. "Hole Soul to Whole Soul" will utilize JFS resources to

strengthen community understanding and access to resources, helping combat stigma that surrounds mental health and seeking treatment.

Description of the Target Population (s):

JFS serves eastern Riverside County's greater Coachella Valley area, and client demographics closely reflect that of the entire community. The Valley's population is distinct from surrounding areas. Its diversity stems from its popularity as a vacation and retirement destination, resulting in a large hospitality industry and an exceptionally high proportion of older adults; its agricultural base, drawing immigrants seeking work; and the high per capita rate of LGBTQ community members.

Health Assessment and Research for Communities (HARC) found in its 2019 Community Health Survey that approximately 43.4% of the Coachella Valley’s 429,860 adult residents live with incomes below 200% of the federal poverty level. According to the California Healthy Places Index, families with children under age 18 in Riverside County are more likely to live below the poverty line (17.4%, compared to 16.7% statewide). These issues have been further exacerbated by the COVID-19 pandemic, particularly for seniors living on fixed incomes and adults earning low wages in the service industry and agricultural jobs, industries hit hard by pandemic-related financial fallout.

The Coachella Valley Community Health Survey reports that Coachella Valley has an adult population of 429,860 that is 51.7% Hispanic, Latino, or Spanish origin, 3% African American, 1% Asian, and 3% Native American [Health Assessment and Research for Communities (HARC), 2019]. Among the Valley's 88,360 children, 51.9% are Hispanic/Latino.

Geographic Area(s) Served:

All District Areas

Age Group:

- (06-17) Children
- (18-24) Youth
- (25-64) Adults
- (65+) Seniors

Total Number of District Residents Served:

Direct: 2688

Indirect: 10752

The average household size of JFS counseling clients is over 4 persons. We believe the provision of counseling services to 2688 clients directly will at least affect all those in the household. $2688 \times 4 = 10,752$

Project Goals and Evaluation

Goal #1: For the grant term of 11/1/2022 through 10/31/2024 JFS will provide	Evaluation #1: JFS’s EHR database tracks demographics, sessions, identification and achievement of
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<p>low- or no-cost mental health counseling services for 1,344 unduplicated clients per year for two years. (2,688 over the grant term)</p>	<p>treatment goals, and progress notes. JFS front office and clinical personnel are tasked with entering information into the EHR in a timely fashion, ensuring the agency's ability to produce accurate reports when needed. JFS also enjoys significant volunteer and intern support of both the front office and finance departments, reducing input time while allowing JFS staff to engage more closely with clients and colleagues.</p>
<p>Goal #2: For the grant term of 11/1/2022 through 10/31/2024 at least 70% of JFS's adult mental health clients (847 clients) each year will attend three or more counseling sessions.</p>	<p>Evaluation #2: JFS personnel work together to confirm client participation, noting session completion in the agency's EHR. Attendance of at least three counseling sessions is deemed an important benchmark, representing client engagement and ongoing effort to offer meaningful support. Continued attendance also provides a snapshot of agency scheduling and billing efforts, believing that failure to offer clients timely sessions and/or delaying billing well past the date of service will negatively impact client participation. While attaining clinical goals is perceived as more important than the exact number of sessions required to realize them, attending at least three sessions is an important goal for which use of the EHR will be key in determining agency success.</p>
<p>Goal #3: For the grant term of 11/1/2022 through 10/31/2024 JFS therapists will administer a depression scale to 100% of adult counseling clients (1,210 clients) annually.</p>	<p>Evaluation #3: Depression scales are administered to adult clients at intake and at four and eight weeks after counseling begins, and at the therapist's discretion, to monitor clinical progress. JFS depression scale scores are integrated into the EHR, which aids in the efficiency of reporting and use of data. The EHR also alerts clinical and administrative staff if a scale has not been issued, ensuring the timely gathering of clinical data.</p>
<p>Goal #4: In FY23, JFS will launch the "Hole Soul to a Whole Soul" group, which will engage with at least 10 local youth.</p>	<p>Evaluation #4: Once curriculum is finalized, promotional efforts will take place, in the first quarter of FY23. Group availability is expected within the second quarter of FY23, and youth attendance will be tracked utilizing the agency's electronic health record.</p>

<p>Goal #5: For the grant term of 11/1/2022 through 10/31/2024: JFS will ensure that 100% of adult mental health clients (1,210 clients) are aware of case management services, including emergency financial assistance.</p>	<p>Evaluation #5: JFS has integrated its mental health and case management programs to provide greater levels of service for counseling clients. JFS therapists actively refer clients to case managers for additional support. Additionally, JFS case managers have an increased level of commitment from therapists to address any behavioral health issues identified. Using this model, JFS case managers have been able to refer clients to the counseling program, increasing the likelihood of compliance to instruction, improving communication, and creating better outcomes for both case management and mental health clients. JFS clinicians discuss case management services with all clients. Since this information is included in clinical notes, progress toward this goal will be monitored through ongoing discussions with the clinical team and the agency’s Clinical Director, in addition to review of client records.</p>
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Proposed Project Evaluation Plan

Success of the proposed project will be defined by providing affordable access to quality mental health care for all Coachella Valley residents. JFS’s counseling program is measured by achieving objectives and positive mental health outcomes. Counseling benchmarks include attendance at a minimum of three sessions and meeting treatment goals. Quantitative evaluation is primarily measured through reports generated from the JFS EHR database, developed, and maintained by Welligent, Inc. This data is compiled bi-annually, and treatment goal achievements are reported at year-end. Qualitative evaluation is based on processes that are consistent with the International Classification of Diseases and Related Health Problems (ICD 10), including the Generalized Anxiety Disorder (GAD 7) scale, the Primary Care-PTSD (PC-PTSD) screen, the CAGE Adapted to Include Drugs (CAGE-AID) screen, the Patient Health Questionnaire (PHQ-9), and the Depression Scale for Children (CES-DC). The PC-PTSD and CAGE-AID screening tools are used at admission, while the GAD-7 and PHQ-9 tools are utilized at periodic times during the course of treatment and recorded in the database. Outcome measurements are monitored by individual clinicians and agency management, and any unexpected outcomes brought to the monthly clinical roundtable for discussion.

Success will also be measured anecdotally: Will clients remain stable, reducing their need for JFS counseling and/or case management support? Will the “Hole Soul to a Whole Soul” cohort complete the program and improve clinically? A successful outcome will be a reduction in repeat requests for counseling and/or case management services.

Organizational Capacity and Sustainability

Organizational Capacity

JFS has served the Coachella Valley community for 40 years and was established to meet the Coachella Valley's significant unmet need for social services. JFS professional staff includes licensed clinical social workers, marriage and family therapists, Masters' level counselors, drug and alcohol treatment specialists, and geriatric care managers. Multiple bilingual staff members are available to assist Spanish-speaking clients, and 10 clinicians offer counseling services. In fiscal year 2021, 14 full-time and 4 part-time staff, along with approximately 300 volunteers, served 2,667 Coachella Valley residents across all programs.

JFS also works with several U.S.-based universities to offer clinical internship positions. Under the supervision of a licensed therapist, clinical associates are able to offer sound, culturally sensitive counseling to clients who are utilizing the agency's sliding cash fee scale or to those who are receiving agency-provided scholarships, making it possible to connect with a JFS therapist regardless of ability to pay.

Organizational Sustainability:

JFS has been serving the Coachella Valley since 1982 and has offered mental health counseling since 1999. The need for outpatient mental health services is expected to increase with population growth and recovery from the COVID-19 pandemic, and the JFS strategic plan calls for offering needs-based community services. JFS continues to work with multiple sources of reimbursement, including Medicare, Medi-Cal, and private insurance providers, and sustainability is strengthened by varied funding sources — including grants, fundraising, and client fees — decreasing the organization's vulnerability to reduced support from a single funder. JFS will continue to seek additional corporate, foundation, and municipal grants to support this vital program for Coachella Valley residents. In recent years, the program's value has been recognized through increased funder support, including grants from Anderson Children's Foundation, Annenberg Foundation, Bank of America Charitable Foundation, Champions Volunteer Foundation, Community Foundation's Seraphim Fund, Fogelson Family Foundation, Jewish Federation of the Desert, Kaiser Permanente, Regional Access Project Foundation, San Manuel Band of Mission Indians, and United Way of the Desert, as well as the Desert Healthcare District. In the event of funding gaps, agency general operating funds may be called upon to support the provision of this much-needed community service.

Diversity, Equity, and Inclusion

How does your organization address diversity, equity, and inclusion at the board and executive staff levels?

The JFS Nominating Committee is tasked with identifying potential Board candidates, and an emphasis has been placed on nominating persons who represent the agency's stakeholders. Further, any staff person can now make a nomination, and staff are encouraged to nominate members of the community with whom they interact who understand the organization's mission. JFS instituted this process to intentionally identify a more diverse list of nominees and thus create a more diverse Board. The executive staff is made up of six persons with diverse backgrounds, and equal

representation will be considered in the event a need to replace or add executive staff arises.

Recently, the agency created a plan to increase its recognition in the community in an effort to expand its stakeholders and the pool of potential Board members, with a goal to make the Board more reflective of the community in which we serve. The plan served as the basis for an application requesting grant support to supplement funds the agency has already committed to this effort, illustrating the agency's commitment to ensuring an appropriately diverse Board of Directors.

If your organization is not currently addressing diversity, equity, and inclusion at the board and executive staff levels, please explain the barriers, such as knowledge, financial investment, capacity, etc., that are preventing you from doing so. N/A

Partnerships:

Key Partners:

JJFS has focused its efforts on providing better access to mental health services in the Coachella Valley, capitalizing on its extensive community relationships with local school districts, hospitals, public health departments, and nonprofit service providers to effectively target those most in need. For mental health counseling, JFS receives referrals from local Boys and Girls Clubs, local churches and temples, and the Palm Springs Unified School District. JFS also receives counseling referrals via contracts with Medicare, Molina Health Care, Inland Empire Health Plan, Healthnet/MHN, Blue Shield, Cigna, Kaiser, SCAN, and United Healthcare Med Advantage Plans. Referrals for counseling are also generated through word of mouth, often through testimonials provided by past clients and/or their parents.

In order to expand accessibility of its services, JFS has partnered with the LGBTQ Community Center of the Desert to create a designated space in the Center Coachella facility where JFS clients can connect to telecare counseling sessions and/or JFS case managers securely and privately. In collaboration with Get in Motion Entrepreneurs and Inland Equity Partnership, JFS has also expanded its mental health services to better serve the migrant community through free telecare counseling and stigma-busting educational resources. Most recently, JFS began a Let's Do Lunch program at the James O. Jessie Desert Highland Unity Center, offering their members and the community an increased understanding of available JFS services. Beyond its own services, JFS takes part in several initiatives designed to lead current and plan future behavioral healthcare services. Members of its leadership team lead the local Senior Collaborative, sit on the Coachella Valley Resource Collaborative steering committee, and serve as part of the Coachella Valley Behavioral Health Initiative, sponsored by the District, RUHS-BH, and Supervisor Perez's office.

**Line Item Budget
Project
Operational Costs**

PROJECT OPERATIONS		Total Project Budget	Funds from Other Sources Detail on sheet 3	Amount Requested from DHCD
Total Staffing Costs Detail on sheet 2		\$ 2,275,425.70	\$ 2,115,425.70	\$ 160,000.00
Equipment (itemize)				
1	Leasing/maint alloc of office equipt	\$ 13,478	\$ 13,478	\$ -
2				\$ -
3				\$ -
4				\$ -
Supplies (itemize)				
1	Program/office supplies	\$ 6,158	\$ 6,158	\$ -
2				\$ -
3				\$ -
4				\$ -
Printing / Duplication		\$ 1,676	\$ 1,676	\$ -
Mailing / Postage		\$ 4,449	\$ 4,449	\$ -
Travel / Mileage (use current Federal mileage rate)		\$ 3,031	\$ 3,031	\$ -
Education / Training		\$ 2,815	\$ 2,815	\$ -
* Items listed below are included for calculation of the total project budget only. For use of DHCD funds, these line items would be included in the allowable 10% indirect cost rate.				
Office / Rent / Mortgage*		\$ 121,341	\$ 121,341	\$ -
Telephone / Fax / Internet*		\$ 28,025	\$ 28,025	\$ -
Utilities*		\$ 4,449	\$ 4,449	\$ -
Insurance*		\$ 24,527	\$ 24,527	\$ -
Other direct project costs not described above (itemize)				
1	Program Outreach	\$ 6,600	\$ 6,600	\$ -
2	Electronic Health Record System	\$ 28,751	\$ 28,751	\$ -
3				\$ -
4				\$ -
Indirect Cost Rate - Maximum of 10% Allowed				
Total Project Budget (Rounded up to nearest dollar)		\$ 2,520,726	\$ 2,360,726	\$ 160,000
Budget Narrative	a) Equipment: Total organization (2-year) Leasing/Equipment maintenance cost \$21,043 x 64% (Mental Health program allocation of agency costs); b) Program/Office Supplies: Total agency (2-year) Office Supplies \$10,262 x 64% allocation; c) Printing/Duplication: Total agency (2-year) Copying/General Printing cost \$2,617 x 64% allocation; d) Mailing/Postage: Total agency (2-year) Postage cost \$6,946 x 64% allocation; e) Travel/Mileage: Total agency (2-year) mileage cost \$9,350 x 64% allocation; f) Education/Training: Total agency (2-year) travel and training costs \$4,123 x 64%; g) Office/Rent/Mortgage: Total agency (2-year) Rent cost \$189,447 x 64% allocation; h) Telephone/Fax/Internet: Total agency (2-year) Telephone cost \$38,709 x 65% allocation; i) Utilities: Total agency (2-year) utility cost \$6,946 x 64% allocation; j) Insurance: Total agency (2-year) Insurance cost \$38,293 x 64% allocation; k) Program Outreach: Total agency (2-year) Community outreach cost \$10,305 x 64% allocation; l) Other Program Costs: Total program (2-year) Electronic Health Record System cost \$28,751.			

Line Item Budget Staffing Costs

Staff Salaries		Annual Salary (x2)	% of Time Allocated to Project	Total Project Salary	Amount Requested from DHCD
Employee Position/Title					
1	Cliniical Director, LMFT	\$ 239,433	95%	227,461	\$ 32,000
2	Clinician, LCSW1	\$ 236,655	100%	236,655	\$ 26,000
3	Clinician, LMFT1	\$ 112,413	100%	112,413	\$ 12,000
4	Clinician, LCSW2	\$ 159,470	100%	159,470	\$ 18,000
5	Clinician, LMFT2	\$ 183,053	100%	183,053	\$ 20,000
6	Clinician, LMFT3	\$ 225,289	100%	225,289	\$ 26,000
7	Clinician, LMFT (TBH)	\$ 101,882	100%	101,882	
8	Clinician, LMFT4	\$ 31,093	100%	31,093	\$ 2,000
9	Clinician, LCSW3	\$ 70,999	100%	70,999	\$ 8,000
10	Clinician, LCSW4	\$ 66,827	100%	66,827	\$ 8,000
11	Clinician, LMFT5	\$ 53,894	100%	53,894	\$ 8,000
12	Program Support - Exec Dir	\$ 285,516	25%	71,379	
13	Program Support - IT & Ops	\$ 212,813	60%	127,688	
14	Program Support - Client Svcs	\$ 111,778	100%	111,778	
15	Program Support - Intake	\$ 117,326	100%	117,326	
16	Program Support - Records	\$ 123,944	100%	123,944	
17	Program Support - Fin Svcs	\$ 251,085	40%	100,434	
18	Program Support - Administrator	\$ 180,990	85%	153,842	
19				-	
Total Employee Benefits / Employer Taxes - proportional fringe costs and/or employer taxes based on % of time allocated to project				-	-
Enter this amount in Section 1; Staffing Costs			Total >	\$ 2,275,425.70	\$ 160,000.00
Budget Narrative	<p>1) Clinical Director - provides psychotherapy counseling and program oversight; Clinician, LCSW1 - provides psychotherapy counseling and supervision of MSW/MFT interns; LMFT1 - provides psychotherapy counseling; LCSW2 - provides psychotherapy counseling; LMFT2 - provides psychotherapy counseling; LMFT3 - provides psychotherapy counseling and supervision of MSW/MFT interns; (tbh) - provides psychotherapy counseling; provides psychotherapy counseling (part-time); provides psychotherapy counseling (part-time); provides psychotherapy counseling (part-time); psychotherapy counseling (part-time); oversight; support of EHR system; client services; support in client intake process; medical records; financial services; medical billing and client management.</p> <p>2) 3) Clinician, 4) Clinician, 5) Clinician, 6) Clinician, 7) Clinician, LMFT 8) Clinician, LMFT4 - 9) Clinician, LCSW3 - 10) Clinician, LSCW4 - 11) Clinician, LMFT5 - provides 12) Exec Dir - provides program 13) Dir IT & Ops - provides program 14) Frontdesk Coord - provides support in 15) Admissions Coord - provides program 16) Records Coord - provides program support in 17) Dir Fin, Acctg & Hr - provides program support in 18) Business Administrator - provides program support in</p>				

Line Item Budget
Staffing Costs

Budget Narrative	1) Clinical Director = \$90,760 salary (yr1) + \$96,297 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution) x 95% (allocated to Mental Health program); 2) Clinician, LCSW1 = \$89,920 salary (yr1) + \$94,966 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 3) Clinician, LMFT1 = \$42,690 salary (yr1) + \$45,132 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 4) Clinician, LCSW2 = \$60,554 salary (yr1) + \$64,032 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 5) Clinician, LMFT2 = \$69,470 salary (yr1) + \$73,540 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 6) Clinician, LMFT3 = \$85,480 salary (yr1) + \$90,526 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 7) Clinician, LMFT (tbh) = \$34,194 salary (yr1) + \$45,401 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 8) Clinician, LMFT4 (part-time) = \$13,342 salary (yr1) + \$14,156 (yr2) + 13.07% benefits (payroll taxes, 403b ER contribution); 9) Clinician, LCSW3 (part-time) = \$30,467 salary (yr1) + \$32,325 (yr2) + 13.07% benefits (payroll taxes, 403b ER contribution); 10) Clinician, LSCW4 (part-time) = \$28,677 salary (yr1) + \$30,426 (yr2) + 13.07% benefits (payroll taxes, 403b ER contribution); 11) Clinician, LMFT5 (part-time) = \$23,127 salary (yr1) + \$24,537 (yr2) + 13.07% benefits (payroll taxes, 403b ER contribution); 12) Exec Dir = \$108,229 salary (yr1) + \$114,831 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution) x 25% (allocated to Mental Health program); 13) Dir IT & Ops = \$80,670 salary (yr1) + \$85,591 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution) x 60% allocation; 14) Frontdesk Coord = \$42,503 salary (yr1) + \$44,824 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 15) Admissions Coord = \$44,474 salary (yr1) + \$47,187 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 16) Records Coord = \$46,983 salary (yr1) + \$49,849 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution); 17) Dir Fin, Acctg & Hr = \$95,309 salary (yr1) + \$100,852 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution) x 40% allocation; 18) Business Administrator = \$68,738 salary (yr1) + \$72,660 (yr2) + 28% benefits (health, payroll taxes, 403b ER contribution) x 85% allocation.				
Professional Services / Consultants		Hourly Rate	Hours/Week	Total Project Fee	Amount Requested from DHCD
Company and Staff Title					
1					
2					
3					
4					
5					
Enter this amount in Section 1; Staffing Costs			Total >	\$ -	\$ -
Budget Narrative	Please describe in detail the scope of work for each professional service/consultant on this grant.				

Line Item Budget Other Project Funds

Other funding received (actual or projected) SPECIFIC to this project. "Total funding in addition to DHCD request" below should match or exceed value listed in Section 1 for "Funds from Other Sources".			Amount
Fees			\$ 1,536,201
Donations			\$ 117,646
Grants (List Organizations)			
1	United Way of the Desert		\$ 20,000
2	Jewish Federation		\$ 35,000
3	Other Foundations Support		\$ 255,000
4			
Fundraising (describe nature of fundraiser)			
1			
2			
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)			
1	Agency operating funds		\$ 699,573
2			
3			
4			
Total funding in addition to DHCD request			\$ 2,663,419.85
Budget Narrative	a) Projected program budget revenues for Fees from counseling \$1,536,201; b) Projected budget funding from Donations \$117,646; c) Projected program budget Grants funding from United Way of the Desert \$20,000; d) Projected program budget Grants funding from Jewish Federation \$35,000; e) Projected program budget Grants funding from all other foundations \$255,000; f) Projected budget funding from Agency operating funds \$699,573		

Grant Scoring Review

Grant Staff Review # 1 of 3

Executive Summary: 9
Community Need and Alignment: 10
Goals: 9
Proposed Evaluation Plan: 9
Applicant Capacity and Infrastructure: 10
Organizational Sustainability: 9
Budget: 9
Key Partners/Collaborations: 10

Total Score: 75.00

Reviewer Comments:

Lack of mental health services in the Coachella Valley is ongoing and a continued growing crisis, more so with the after effects of the COVID-19 pandemic. The Desert Healthcare District has supported JFS mental health counseling services over the past several years. We are impressed with the outstanding services provided by their highly skilled clinicians, resulting in evidence based outcomes that are replicated Valley-wide. Their therapists deal with variety of issues that affect all residents including depression, anxiety, substance abuse, grief and loss, marital conflict, among others. They have established their credibility as being a professional organization committed to providing critically needed mental health services to the most vulnerable members of our community.

Response Notes:

Average Review Score:

Grant Program Staff Review Stage: 75.333333333333333333333333333333 (3 of 3)
Fiscal Staff Review Stage: 19 (2 of 2)

Sum of all Reviews:

Grant Program Staff Review Stage: 226 (3 of 3)
Fiscal Staff Review Stage: 38 (2 of 2)

Total average proposal score: 94/100

Grant Scoring Review

Grant Staff Review # 2 of 3

Executive Summary: 10

Community Need and Alignment: 10

Goals: 10

Proposed Evaluation Plan: 9

Applicant Capacity and Infrastructure: 10

Organizational Sustainability: 10

Budget: 9

Key Partners/Collaborations: 9

Total Score: 77.00

Reviewer Comments:

Jewish Family Services of the Desert (JFS) has proposed to expand awareness of and access to behavioral health services to adults and their household members living in the Coachella Valley. This identified high risk aspect of the community includes BIPOC, LGBTQ individuals and children who have been exposed to increased stress and trauma due to the pandemic. In an effort to address these needs, District funds would be directed towards the utilization of Evidence-Based Practices including Cognitive Behavioral Therapy, assessment and screening tools to identify needs and track progress and a team of licensed mental health practitioners to provide the necessary support services. This project plans to provide services to approximately 2600 clients directly and up to 4 additional household members throughout the course of treatment expanding to over 10,000 over the project term.

This project aligns with DHCD Strategic Plan Goal #3 (Proactively expand access to behavioral/mental health services), Strategies 3.2, 3.4, and 3.7. The budget identifies the cost of the entire project of which the DHCD is being asked to fund a portion (direct staff positions).

JFS has an extended history as a provider of behavioral health services to the Coachella Valley and as such, understands the needs of this community and can accomplish the necessary outreach to achieve each of the primary goals associated with this project. Goal evaluation will be tracked and analyzed through the Welligent data collection process that will track client contacts and participation in scheduled therapy or support activities. This information is important as multiple contacts and participation in the identified activities increases treatment success.

Grant Scoring Review

JFS will partner with the LGBTQ Community Center if the Desert and will create a designated space in the Coachella facility to promote JFS clients utilizing telehealth counseling sessions as an additional mode of treatment access.

Response Notes:

Average Review Score:

Grant Program Staff Review Stage: 75.3333333333333333333333333333 (3 of 3)

Fiscal Staff Review Stage: 19 (2 of 2)

Sum of all Reviews:

Grant Program Staff Review Stage: 226 (3 of 3)

Fiscal Staff Review Stage: 38 (2 of 2)

Total average proposal score: 94/100

Grant Scoring Review

Grant Staff Review # 3 of 3

- Executive Summary:** 10
 - Community Need and Alignment:** 9
 - Goals:** 9
 - Proposed Evaluation Plan:** 9
 - Applicant Capacity and Infrastructure:** 10
 - Organizational Sustainability:** 10
 - Budget:** 9
 - Key Partners/Collaborations:** 8
-

Total Score: 74.00

Reviewer Comments:
JFS of the Desert has been a great resource for District residents seeking behavioral or mental health services for many years. They have a proven record and the capacity to impact more District residents. With the ever-growing need for behavioral or mental health services in the Coachella Valley, the District funds will enable JFS of the Desert to continue providing mental health counseling services for Coachella Valley residents.

Response Notes:

Average Review Score:
Grant Program Staff Review Stage: 75.3333333333333333333333333333 (3 of 3)
Fiscal Staff Review Stage: 19 (2 of 2)
Sum of all Reviews:
Grant Program Staff Review Stage: 226 (3 of 3)
Fiscal Staff Review Stage: 38 (2 of 2)
Total average proposal score: 94/100

Grant Scoring Review

Fiscal Staff Review # 1 of 2

Fiduciary Compliance: 10

Financial Stability: 9

Total Score: 19.00

Reviewer Comments: Unmodified financial audits reviewed and approved by Board. Organizational assets are more than sufficient to address liabilities. Positive cash flow noted on two years presented in audit. Strategic plan does detail future sources of funding but only covers up through 2022. Grant budget is reasonable in comparison with overall organizational budget.

Response Notes:

Average Review Score:

Grant Program Staff Review Stage: 75.333333333333333333333333333333 (3 of 3)

Fiscal Staff Review Stage: 19 (2 of 2)

Sum of all Reviews:

Grant Program Staff Review Stage: 226 (3 of 3)

Fiscal Staff Review Stage: 38 (2 of 2)

Total average proposal score: 94/100

Grant Scoring Review

Fiscal Staff Review # 2 of 2

Fiduciary Compliance: 9

Financial Stability: 10

Total Score: 19.00

Reviewer Comments: Fiduciary Compliance -

The FY 06/30/21 audit report is unmodified. The Board of Directors accepted the audit report.

Audit report Current Ratio is strong (7:1), which represents the grantee's ability to pay its short-term liabilities.

The Net Assets increased by \$424k as of 6/30/21, with Total Net Assets of \$2M. Internal financial statements, as of 6/30/22, demonstrates an increase of \$17k. The Balance Sheet is strong.

Financial Stability -

Grantee demonstrates a sound financial position. The project is in alignment with the 2019 Strategic Plan.

Grantee has diversified resources for this project of approximately \$2.5M. The District's grant of \$160,000 is well supported by potential other resources.

Response Notes:

Average Review Score:

Grant Program Staff Review Stage: 75.3333333333333333333333333333 (3 of 3)

Fiscal Staff Review Stage: 19 (2 of 2)

Sum of all Reviews:

Grant Program Staff Review Stage: 226 (3 of 3)

Fiscal Staff Review Stage: 38 (2 of 2)

Total average proposal score: 94/100

Grant #1362

EXHIBIT B**PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES**Project TitleMental Health Counseling Services for Underserved Coachella
Valley ResidentsStart/End11/01/2022
10/31/2024**PAYMENTS:**(4) Payments: \$36,000.00
10% Retention: \$16,000.00

Total request amount: \$ 160,000.

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
11/01/2022		Signed Agreement submitted & accepted.	Advance of \$36,000.00 for time period 11/01/2022 - 4/30/2023
6/01/2023		1st six-month (11/01/2022 - 4/30/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$36,000.00 for time period 5/01/2023 - 10/31/2023
12/01/2023		2nd six-month (5/01/2023 - 10/31/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$36,000.00 for time period 11/01/2023 - 4/30/2024
6/01/2024		3rd six-month (11/01/2023 - 4/30/2024) progress report, budget reports and receipts submitted & accepted	Advance of \$36,000.00 for time period 5/01/2024 - 10/31/2024

12/01/2024		4th six-month (5/01/2024 – 10/31/2024) progress report, budget reports and receipts submitted & accepted	\$0
12/15/2024		Final report (11/01/2022 – 10/31/2024) and final budget report submitted & accepted	\$16,000.00 (10% retention)

TOTAL GRANT AMOUNT: \$ 160,000.

DELIVERABLES:

Project Goals and Evaluation

<p>Goal #1: For the grant term of 11/1/2022 through 10/31/2024 JFS will provide low- or no-cost mental health counseling services for 1,344 unduplicated clients per year for two years. (2,688 over the grant term)</p>	<p>Evaluation #1: JFS's EHR database tracks demographics, sessions, identification and achievement of treatment goals, and progress notes. JFS front office and clinical personnel are tasked with entering information into the EHR in a timely fashion, ensuring the agency's ability to produce accurate reports when needed. JFS also enjoys significant volunteer and intern support of both the front office and finance departments, reducing input time while allowing JFS staff to engage more closely with clients and colleagues.</p>
<p>Goal #2: For the grant term of 11/1/2022 through 10/31/2024 at least 70% of JFS's adult mental health clients (847 clients) each year will attend three or more counseling sessions.</p>	<p>Evaluation #2: JFS personnel work together to confirm client participation, noting session completion in the agency's EHR. Attendance of at least three counseling sessions is deemed an important benchmark, representing client engagement and ongoing effort to offer meaningful support. Continued attendance also provides a snapshot of agency scheduling and billing efforts, believing that failure to offer clients timely sessions and/or delaying billing well past the date of service will negatively impact client participation. While attaining clinical goals is perceived as more important than the exact number of sessions required to realize them, attending at least three sessions is an important goal for which use of the EHR will be key in determining agency success.</p>

<p>Goal #3: For the grant term of 11/1/2022 through 10/31/2024 JFS therapists will administer a depression scale to 100% of adult counseling clients (1,210 clients) annually.</p>	<p>Evaluation #3: Depression scales are administered to adult clients at intake and at four and eight weeks after counseling begins, and at the therapist's discretion, to monitor clinical progress. JFS depression scale scores are integrated into the EHR, which aids in the efficiency of reporting and use of data. The EHR also alerts clinical and administrative staff if a scale has not been issued, ensuring the timely gathering of clinical data.</p>
<p>Goal #4: In FY23, JFS will launch the "Hole Soul to a Whole Soul" group, which will engage with at least 10 local youth.</p>	<p>Evaluation #4: Once curriculum is finalized, promotional efforts will take place, in the first quarter of FY23. Group availability is expected within the second quarter of FY23, and youth attendance will be tracked utilizing the agency's electronic health record.</p>
<p>Goal #5: For the grant term of 11/1/2022 through 10/31/2024: JFS will ensure that 100% of adult mental health clients (1,210 clients) are aware of case management services, including emergency financial assistance.</p>	<p>Evaluation #5: JFS has integrated its mental health and case management programs to provide greater levels of service for counseling clients. JFS therapists actively refer clients to case managers for additional support. Additionally, JFS case managers have an increased level of commitment from therapists to address any behavioral health issues identified. Using this model, JFS case managers have been able to refer clients to the counseling program, increasing the likelihood of compliance to instruction, improving communication, and creating better outcomes for both case management and mental health clients. JFS clinicians discuss case management services with all clients. Since this information is included in clinical notes, progress toward this goal will be monitored through ongoing discussions with the clinical team and the agency's Clinical Director, in addition to review of client records.</p>



Date: October 25, 2022

To: Board of Directors

Subject: Grant # 1358 Foundation of Palm Springs Unified School District

Grant Request: School-Based Wellness Center Project

Amount Requested: \$110,000.00

Project Period: 11/1/2022 to 10/31/2023

Project Description and Use of District Funds:

To address the growing concern about the mental and behavioral health challenges facing the district's students, the Foundation of PSUSD, in a collaborative partnership with the Palm Springs Unified School District, will establish "wellness centers" at each of the district's five (5) high schools, five (5) middle schools, sixteen (16) elementary schools, and one (1) alternative school. A school-based "wellness center" is a safe place that supports the mental, behavioral, social, and emotional health of a school's students. These "wellness centers" provide a comfortable setting for students to drop-in during their breaks to ask questions, get support, or just decompress. Students will be allowed to use these campus-based "wellness centers" before school, during recess, during lunch, and after school. Students will also be allowed to use these "wellness centers" during class times, with special permission from an administrator or teacher.

These "wellness centers" will serve as calm settings where students can engage in emotional management, talk to a trusted adult about any mental/behavioral challenge being faced by a student, engage in mindfulness and other experiences designed to address psychomotor agitation, and provide easy access to individual and group counseling.

Included below, is a link to the Foundation of PSUSD Wellness Center video:
<https://vimeo.com/679325414>

To date, five "wellness centers" have been established and opened and two "wellness centers" are in the process of being established at schools throughout the Palm Springs Unified School District. Foundation of PSUSD's newest partner, Desert Health Care Network, has secured funding for one Wellness Center for \$25k. This funding will be allocated to cover the cost of retrofitting a room at Raymond Cree Middle School.



A grant from the Desert Healthcare District will be used to convert identified spaces at four (4) elementary schools (Bella Vista, Bubbling Wells, Cabot Yerxa, and Two Bunch

Palms) into "wellness centers." Specifically, grant funds will be used for furniture (e.g., modular workstations, comfortable seating, tables, chairs, shelving, etc.), as well as controllable and adjustable lighting, calming water features, and equipment (e.g., exercise mats, jump ropes, etc.) designed to assist students who are experiencing a psychomotor agitation event (e.g., pacing, fidgeting, fast talking, etc.).

The students who attend these schools (Title I schools that serve high-need student populations) are racially/ethnically diverse – approximately 82.5% are Hispanic, 7.8% are white, 5.8% are African-American, and 3.9% are other races/ethnicities. Approximately 34.3% of these students are classified as English Learner (EL) students. Further, 98.8% of these students are classified as socioeconomically disadvantaged and 91.8% are eligible for free and/or reduced cost meals.

The administrators, teachers, and staff at Bella Vista, Bubbling Wells, Cabot Yerxa, and Two Bunch Palms elementary schools will be provided with wellness-related training and restorative practice training. Restorative practice focuses on strengthening relationships between individuals, as well as strengthening the four types of social connections -- social integration, dyadic connectedness, structural connectedness, and direct connectedness. Social connection is vitally important in elementary school settings because high levels of social connection: 1) lower anxiety and depression, 2) help regulate emotions, 3) lead to higher self-esteem and empathy, and 4) improve immune systems. PSUSD is using restorative practice to help students identify behaviors, interactions, and approaches which help to build and maintain positive, healthy relationships; resolve difficulties; and repair harm where there has been conflict. Additionally, the district works with RUHS as a contractor for mental health services.

To ensure sustainability and, therefore, impact of the four (4) "wellness centers," the Palm Springs Unified School District has made a long-term commitment to fund all operational and staffing cost associated with all of the district's "wellness centers."

Strategic Plan Alignment:

Goal 3: Proactively expand community access to behavioral/mental health services.

Strategy 3.3: Provide funding to community-based organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services.



Geographic Area(s) Served:

Desert Hot Springs

Action by Program Committee: (Please select one)

- ✓ Full recommendation and forward to the Board for consideration with the Committee's recommendation that a grant amount of \$110,000.00 be approved.

Recommendation with modifications

Decline



Grant Application Summary

Foundation Of Palm Springs Unified School District, Grant #1358

About the Organization

Foundation Of Palm Springs Unified School District
150 District Center Drive
Palm Springs, California 92264
Tel: (760) 416-8455
<http://www.psusdfoundation.net>

Tax ID #: 26-1265520

Primary Contact:

Ellen Goodman
Tel: (760) 416-8455
egoodman@psusd.us

Organization History and Mission

Established in 2008 to benefit the Palm Springs Unified School District (district) and governed by a 17-member Board of Directors, the Foundation of Palm Springs Unified School District (organization) represents a strategic initiative of the district to close gaps in funding routinely encountered by public schools. The organization is charged with providing a sustainable stream of private funding – individual, group, business, and foundation donations, grants, and gifts – for the district's schools. The organization funds efforts that enhance education in the areas of science, technology, engineering, mathematics, and art, as well as student wellness. To accomplish this, the organization uses multiple fundraising strategies (e.g., donor naming opportunities, major donors, grant-seeking, etc.). All efforts improve lives, increase student achievement, enable academic excellence, and strengthen the community through the furtherment of public education. The mission of the organization is to mobilize donors, teachers, parents, and community leaders/members to ensure the success of all of the district's students. By tapping into passion and power, the organization unites community leaders/members and joins forces with donors to fulfill the promise of public education and prepare every student for success. The organization operates multiple programs that range from small grants to large-scale school improvement initiatives.

Organization Annual Budget: \$780,000.00

Historical (approved Requests)

Grant Year	Project Title	Grant Amount	Type	Disposition Date	Fund
2017	Wellbeing 2018	\$5,000	Mini-Grant	7/17/2017	Grant budget

Project Information**Project Title:** School-Based Wellness Center Project**Start Date:** 11/1/2022 **End Date:** 10/31/2023**Term:** 12 months**Total Project Budget:** \$742,500**Requested Amount:** \$110,000**Executive Summary:**

The Foundation of Palm Springs Unified School District and the Palm Springs Unified School District have identified a growing concern about the mental/behavioral health challenges of the district's students. These challenges arise from a wide range of stressors (e.g., family struggles related to economic uncertainty, homelessness, etc.).

To address this concern, the organization, in a collaborative partnership with the district, will establish "wellness centers" at each of the district's schools. A school-based "wellness center" is a safe place that supports the mental, behavioral, social, and emotional health of a school's students. These safe spaces are furnished with youth appropriate furnishings, comfortable seating, artwork, music, games, art supplies, and healthy snacks to make it a comfortable refuge for students to relax and share feelings.

The establishment of "wellness centers" at each of the district's schools will provide students with easy access to individual and group counseling, as well as other services/activities designed to enhance the well-being of students and improve the overall mental, behavioral, social, and emotional health of students (e.g., meditation, journaling, etc.). As a result, these "wellness centers" will promote the mental, behavioral, social, and emotional health of students and will increase access to behavioral health services and resources for children (0-18) and their families by:

- Increasing access to behavioral health services and resources through non-traditional settings (schools) and hours (before and during school)
- Delivering behavioral health services and resources in a community-based, safe, familiar, and comfortable setting (schools)
- Enhancing access to culturally-sensitive behavioral health services and resources through the provision of services and resources that adequately and appropriately meet the needs of all students

To date, five (5) “wellness centers” have been established and opened and two (2) “wellness centers” are in the process of being established at schools throughout the district. A grant from the Desert Healthcare District and Foundation will be used to convert an identified space at four (4) elementary schools into “wellness centers” at these schools.

The students who attend these schools (Title I schools that serve high-need student populations) are racially/ethnically diverse – approximately 82.5% are Hispanic, 7.8% are white, 5.8% are African-American, and 3.9% are other races/ethnicities, and approximately 34.3% of these students are classified as English Learner (EL) students. Further, 98.8% of these students are classified as socioeconomically disadvantaged and 91.8% are eligible for free and/or reduced cost meals.

Community Need for the Project:

The Foundation of Palm Springs Unified School District and the Palm Springs Unified School District have identified a growing concern about the mental and behavioral health challenges of the district’s students. These challenges arise from a wide range of stressors (e.g., family struggles related to economic uncertainty, homelessness, feelings of anxiety and displacement caused by the COVID-19 pandemic, etc.). The environment and the communities in which the district’s students reside and attend school shape their mental and behavioral health. The students at the four (4) identified elementary schools are coping with crime, gang presence, gun violence, transient populations, low-income/poverty, offenders, immigration/deportation issues, and more. All of these factors were present before the COVID-19 pandemic, of course, and have only increased with the pandemic. Current district counselors can attest to how severely some students are impacted by these and other social and family forces. The results can include fear, anxiety, depression, PTSD, guilt/shame, and doubt about the future to name a few. These feelings continue to grow and fester in students who lack an outlet to express their concerns and get the assistance they need. The pandemic has exacerbated the already present concerns. COVID-19 is a new type of trauma that no one anticipated or expected. Some students have been waking up 10-15 minutes before class, trying to learn while babysitting siblings, working full-time jobs, not attending school at all, or taking care of ill relatives. Students will have had a year or more of online learning at this point, creating many difficulties transitioning back into in-person learning. Time management, learning environments, separation anxiety, general anxiety, and PTSD are all real. During the coming school years, students are going to need as much support as possible to meet their needs and be guided to the appropriate services.

Strategic Plan Alignment:

Goal 3: Proactively expand community access to behavioral/mental health services.

Strategy 3.3: Provide funding to community-based organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services.

Project Description and Use of District funds:

To address the growing concern about the mental health and behavioral health challenges facing the district’s students, the Foundation of Palm Springs Unified School

District, in a collaborative partnership with the Palm Springs Unified School District, will establish “wellness centers” at each of the district’s five (5) high schools, five (5) middle schools, sixteen (16) elementary schools, and one (1) alternative school. A school-based “wellness center” is a safe place that supports the mental, behavioral, social, and emotional health of a school’s students. These “wellness centers” provide a comfortable setting for students to drop-in during their breaks to ask questions, get support, or just decompress. These safe spaces are furnished with youth appropriate furnishings, comfortable seating, artwork, music, games, art supplies, and healthy snacks to make it a comfortable refuge for students to relax, hang out, and share feelings. Students will be allowed to use these campus-based “wellness centers” before school, during recess, during lunch, and after school. Students will also be allowed to use these “wellness centers” during class times -- with special permission from an administrator or teacher. These “wellness centers” will serve as calm settings where students can engage in emotional management, talk to a trusted adult about any mental/behavioral challenge being faced by a student, meditate, practice yoga, relax, and engage mindfulness and other experiences designed to address psychomotor agitation.

Being a youth today comes with countless challenges and stressors. It is vitally important that students have an adequate and appropriate way to address these challenges and stressors, because “wellness” enhances lifelong mental, behavioral, social, and emotional health; cultivates learning; and improves positive health-related outcomes by promoting healthy attitudes and behaviors. It also strives to reduce preventable health risks and illnesses that interfere with academic performance, learning, student retention, student success, and personal growth opportunities.

The establishment of “wellness centers” at each of the district’s schools will provide the district’s students with easy access to individual and group counseling, as well as a multitude of other services and activities designed to enhance the well-being of students and improve the overall mental health, behavioral health, social health, and emotional health of students (e.g., meditation, journaling, etc.). As a result, these “wellness centers” will promote the mental, behavioral, social, and emotional health of students and will increase access to behavioral health services and resources for children (0-18) and their families by:

- Increasing access to behavioral health services and resources through non-traditional settings (schools) and hours (before and during school)
- Delivering behavioral health services and resources in a community-based, safe, familiar, and comfortable setting (schools)
- Enhancing access to culturally-sensitive behavioral health services and resources through the provision of services and resources that adequately and appropriately meet the needs of all students

To date, five (5) “wellness centers” have been established and opened and two (2) “wellness centers” are in the process of being established at schools throughout the Palm Springs Unified School District. A grant from the Desert Healthcare District and Foundation will be used to convert identified spaces at Bella Vista Elementary School, Bubbling Wells Elementary School, Cabot Yerxa Elementary School, and Two Bunch Palms Elementary School into “wellness centers.” Specifically, grant funds will be used for furniture (e.g., modular workstations, comfortable seating, tables, chairs, shelving,

etc.), as well as controllable and adjustable lighting, calming water features, and equipment (e.g., exercise mats, jump ropes, etc.) designed to assist students who are experiencing a psychomotor agitation event (e.g., pacing, fidgeting, fast talking, etc.). To ensure sustainability and, therefore, impact of the four (4) "wellness centers," the Palm Springs Unified School District has made a long-term commitment to fund all operational and staffing cost associated with all of the district's "wellness centers."

The administrators, teachers, and staff at Bella Vista Elementary School, Bubbling Wells Elementary School, Cabot Yerxa Elementary School, and Two Bunch Palms Elementary School will be provided with wellness-related training and restorative practice training. Restorative practice focuses on strengthening relationships between individuals, as well as strengthening the four (4) types of social connections -- social integration, dyadic connectedness, structural connectedness, and direct connectedness. Social connection is vitally important in elementary school settings because high levels of social connection: 1) lower anxiety and depression, 2) help regulate emotions, 3) lead to higher self-esteem and empathy, and 4) improve immune systems. Restorative practices are a mindset, a set of beliefs about why people choose positive behavior and the power of relationships. Restorative practices are also a set of strategies schools can use. They are rooted in repairing harm and building and repairing relationships. The Palm Springs Unified School District is using restorative practice to help students identify behaviors, interactions, and approaches which help to build and maintain positive, healthy relationships; resolve difficulties; and repair harm where there has been conflict.

Description of the Target Population (s):

The students who will be served by the establishment of the four (4) "wellness centers" (proposed project) attend Bella Vista Elementary School, Bubbling Wells Elementary School, Cabot Yerxa Elementary School, and Two Bunch Palms Elementary School. These schools, which are located in Desert Hot Springs, provide high-quality education services to approximately 2,800 elementary school students (kindergarten - 5th grade) per year. Each of these elementary schools is a Title I school that serves a high-need student population. The students who attend these schools are racially/ethnically diverse – approximately 82.5% are Hispanic, 7.8% are white, 5.8% are African-American, and 3.9% are other races/ethnicities (California Department of Education, 2021). These schools also have large English Learner (EL) student populations – approximately 34.3% of these students are classified as EL students with Spanish being the primary language spoken among the majority of these students (California Department of Education, 2021). At the beginning of the 2021-2022 school year, 98.8% of the students at these schools were classified as socioeconomically disadvantaged and 91.8% were eligible for free and/or reduced cost meals (California Department of Education, 2021).

Geographic Area(s) Served:

Desert Hot Springs

Age Group:

(06-17) Children

Total Number of District Residents Served:

Direct: 2,800

Indirect: 5,600

The indirect population to be served includes parents, siblings, and other family members of students. The indirect population will be notified of "wellness center" services through 1) parent-teacher meetings, 2) distribution of informational flyers, and 3) family night assemblies.

Project Goals and Evaluation

<p>Goal #1: By January 31, 2023, the Bella Vista Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served through the "wellness center." This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>Evaluation #1: The accomplishment of this project goal will be measured by weekly (virtual) meetings to track the conversion of the identified space at Bella Vista Elementary School into the Bella Vista Elementary School Wellness Center under the guidance of the development team -- representatives from the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Bella Vista Elementary School who are responsible for the establishment of the Bella Vista Elementary School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Bella Vista Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Bella Vista Elementary School Wellness Center.</p>
<p>Goal #2: By April 28, 2023, the Cabot Yerba Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served</p>	<p>Evaluation #2: The accomplishment of this project goal will be measured by weekly (virtual) meetings to track the conversion of the identified space at Cabot Yerxa Elementary School into the Cabot Yerxa Elementary School Wellness Center under the guidance of the development team -- representatives from</p>

<p>through the “wellness center.” This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Cabot Yerxa Elementary School who are responsible for the establishment of the Cabot Yerxa Elementary School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Cabot Yerxa Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Cabot Yerxa Elementary School Wellness Center.</p>
<p>Goal #3: By July 31, 2023, the Bubbling Wells Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served through the “wellness center.” This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>Evaluation #3: The accomplishment of this project goal will be measured by weekly (virtual) meetings to track the conversion of the identified space at Bubbling Wells Elementary School into the Bubbling Wells Elementary School Wellness Center under the guidance of the development team -- representatives from the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Bubbling Wells Elementary School who are responsible for the establishment of the Bubbling Wells Elementary School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Bubbling Wells Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Bubbling Wells Elementary School Wellness Center.</p>

<p>Goal #4: By October 1, 2023, the Two Bunch Palms Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served through the "wellness center." This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>Evaluation #4: The accomplishment of this project goal will be measured by weekly (virtual) meetings to track the conversion of the identified space at Two Bunch Palms Elementary School into the Two Bunch Palms Elementary School Wellness Center under the guidance of the development team -- representatives from the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Two Bunch Palms Elementary School who are responsible for the establishment of the Two Bunch Palms Elementary School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Two Bunch Palms Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Two Bunch Palms Elementary School Wellness Center.</p>
<p>Goal #5:</p>	<p>Evaluation #5:</p>

Proposed Project Evaluation Plan

The Foundation of Palm Springs Unified School District and the Palm Springs Unified School District routinely collect detailed demographic information and statistical data on each of the district’s students participating in the organization's programs and projects. Further, the Foundation of Palm Springs Unified School District and the Palm Springs Unified School District regularly analyze the collected data in longitudinal studies of these programs and projects to adequately and appropriately gauge the effectiveness of the organization's programs and projects. The Foundation of Palm Springs Unified School District also conducts periodic surveys of program/project alumni to supplement this data with anecdotal information, and to obtain information regarding students' status subsequent to participation in the organization's programs/projects. As a result, the Foundation of Palm Springs Unified School District and the Palm Springs Unified School District are able to effectively measure the results of the organization's programs and projects at the district’s high schools, middle schools, and elementary schools and share those results with grantors, donors, and other interested individuals.

Organizational Capacity and Sustainability

Organizational Capacity

Established in 2008, governed by a 17-member Board of Directors, and continuously operational for fourteen (14) years, the Foundation of Palm Springs Unified School District is a strong, fiscally responsible, and productive organization. The organization, which has an annual budget of approximately \$780,000, is operated on a day-to-day basis by three (3) dedicated staff members -- the Executive Director, who is the driving success with educators, community stakeholders, and families in the Coachella Valley, resulting in the Palm Springs Unified School District emerging as a leader in innovative and scalable programing, aligning stakeholders with school-based programs, college and career readiness initiatives, and facilitating vibrant dialogues on education reform, as well as the Organizational and Development Coordinator, and the Office Administrator. The organization's original mandate of distributing classroom micro-grants to teachers has been expanded to include: donor-naming opportunities; commercial/business underwriting of specialized curriculum academies; formal appeals to venture philanthropists; major donors; grant-seeking; and the formulation of local/national sponsorship opportunities. As a result, the organization has the infrastructure and capacity to raise the funds needed to establish the four (4) elementary school "wellness centers," as well as manage all tasks associated with receiving a grant from the Desert Healthcare District and Foundation.

Organizational Sustainability:

The Foundation of Palm Springs Unified School District is committed to the long-term sustainability and, therefore, impact of all programs and projects undertaken by the organization. As a result, the organization is committed to the long-term sustainability of the established "wellness centers." The Foundation of Palm Springs Unified School District, which is a strategic initiative of the Palm Springs Unified School District, is charged with providing a sustainable stream of private funding – individual, group, business, and foundation donations, grants, and gifts – to close gaps in funding routinely encountered by the district's schools. The Foundation of Palm Springs Unified School District, in collaboration with the Palm Springs Unified School District, has a goal of establishing a "wellness center" at each of the district's twenty-seven (27) high schools, middle schools, and elementary schools to address the vital behavioral health needs of the more than 20,000 students served by these schools. More than 97% of these students are socioeconomically disadvantaged students. To ensure sustainability of each of these "wellness centers," the district has made a long-term commitment to fund all operational and staffing costs associated with these "wellness centers" after establishment of these "wellness centers" is completed.

Diversity, Equity, and Inclusion

How does your organization address diversity, equity, and inclusion at the board and executive staff levels?

The Foundation of Palm Springs Unified School District is committed to diversity, equity, and inclusion at all levels of organizational leadership. As a result, the organization works continuously to improve diversity, equity, and inclusion at both the Board of Directors and staff levels. To improve diversity, equity, and inclusion, the Foundation of Palm Springs Unified School District:

- Recruits Board of Directors members and staff members using established racial, ethnicity, cultural, professional, gender, sexual identity and orientation, and disability status diversity goals that will, ultimately, ensure the Board of Directors and the staff are able to most appropriately meet the needs of the student population served by the Palm Springs Unified School District.
- Provides initial and ongoing racial equity training, as well as initial and ongoing cultural awareness and sensitivity training to both Board of Directors members and staff members, because when Board of Directors members and staff members are aware of racial and cultural disparities within the community, the organization is better able to make prudent organizational and programmatic decisions, seize new opportunities, and manage risks.
- Invites diverse groups to share in the organization's mission by encouraging Board of Directors members and staff members to expand their personal outreach and ambassadorship to diverse groups (e.g., Hispanic Chamber of Commerce Coachella Valley, Raices Cultura, local churches, etc.).
- Celebrates cultural differences through a demonstrated commitment to the creation of an organizational culture that supports open, robust conversations and ensures all voices are heard.

Further, the Foundation of Palm Springs Unified School District does not discriminate on the basis of race, color, ethnicity, national origin, ancestry, age, religion, sex, gender identity and expression, sexual orientation, disability, veteran or military status, marital status, family status, genetic information, or any other status protected by law.

If your organization is not currently addressing diversity, equity, and inclusion at the board and executive staff levels, please explain the barriers, such as knowledge, financial investment, capacity, etc., that are preventing you from doing so. Not Applicable

Partnerships:

Key Partners:

The Foundation of Palm Springs Unified School District (applicant) is working closely and collaboratively with the Palm Springs Unified School District (collaborative partner) to establish and operate "wellness centers" at each of the district's five (5) high schools, five (5) middle schools, sixteen (16) elementary schools, and one (1) alternative school. A school-based "wellness center" is a safe place that supports the mental, behavioral, social, and emotional health of a school's students. To date, five (5) "wellness centers" have been established and opened and two (2) "wellness centers" are in the process of being established at schools throughout the Palm Springs Unified School District. The Foundation of Palm Springs Unified School District is charged with obtaining the funding needed to convert identified campus-based spaces to "wellness centers" -- safe spaces for students who are experiencing a behavioral health crisis (e.g., rapidly fluctuating emotions, feeling overwhelmed, test anxiety, etc.). At a cost of approximately \$27,500 per "wellness center," the funding raised by the organization will be used to convert

identified spaces at each school into “safe” spaces. Specifically, funds will be used for furniture (e.g., modular workstations, comfortable seating, tables, chairs, shelving, etc.), as well as controllable and adjustable lighting, calming water features, and equipment (e.g., exercise mats, jump ropes, etc.) designed to assist students who are experiencing a psychomotor agitation event (e.g., pacing, fidgeting, fast talking, etc.). To ensure sustainability and, therefore, impact of the established “wellness centers,” the Palm Springs Unified School District has made a long-term commitment to fund all operational and staffing cost associated with the “wellness centers,” including the Bella Vista Elementary School Wellness Center, the Bubbling Wells Elementary School Wellness Center, the Cabot Yerxa Elementary School Wellness Center, and the Two Bunch Palms Elementary School Wellness Center.

PSUSD’s behavior team facilitates trainings for teachers and for behavior paras. The behavior team provides a menu of training options for teachers and behavior paraprofessionals. All trainings that are offered through the district are listed on an intranet menu and runs through the district’s professional development platform. The district does work with Riverside University as a contractor for mental health services.

We are pleased to announce our newest partner Desert Health Care Network (Desert Regional Hospital who has secured funding for one Wellness Center for \$25k at one PSUSD school. This funding will be allocated to cover the cost of retrofitting a room at Raymond Cree MS.

Line Item Budget

Project

Operational Costs

PROJECT OPERATIONS		Total Project Budget	Funds from Other Sources Detail on Sheet 3	Amount Requested from DHCD
Total Staffing Costs Detail on Sheet 2		\$ 789,600.00	\$ 789,600.00	\$ -
Equipment (itemize)				
1	Furniture	\$ 68,000.00		\$ 68,000.00
2	Lighting	\$ 4,000.00		\$ 4,000.00
3	Water Feature	\$ 2,000.00		\$ 2,000.00
4	Psychomotor Agitation Equipment	\$ 6,000.00		\$ 6,000.00
Supplies (itemize)				
1				\$ -
2				\$ -
3				\$ -
4				\$ -
Printing / Duplication				\$ -
Mailing / Postage				\$ -
Travel / Mileage (use current Federal mileage rate)				\$ -
Education / Training		\$ 20,000.00		\$ 20,000.00
* Items listed below are included for calculation of the total project budget only. For use of DHCD funds, these line items would be included in the allowable 10% indirect cost rate.				
Office / Rent / Mortgage*			\$ -	\$ -
Telephone / Fax / Internet*			\$ -	\$ -
Utilities*			\$ -	\$ -
Insurance*			\$ -	\$ -
Other direct project costs not described above (itemize)				
1				\$ -
2				\$ -
3				\$ -
4				\$ -
Indirect Cost Rate - Maximum of 10% Allowed				\$ 10,000.00
Total Project Budget		\$ 899,600.00	\$ 789,600.00	\$ 110,000.00
Budget Narrative	<p><u>Furniture</u>: This item represents the furniture (e.g., modular work stations, seating, tables, chairs, shelving, etc.) that will be used to furnish the wellness centers.</p> <p><u>Lighting</u>: This item represents the "controllable" lighting that will be installed at the wellness centers.</p> <p><u>Water Feature</u>: This item represents the "calming" water feature that will be installed at the wellness centers.</p> <p><u>Psychomotor Agitation Equipment</u>: This item represents the psychomotor agitation equipment (e.g., exercise mats, jump ropes, resting mats, blankets, etc.) that will be used by students who are experiencing a psychomotor agitation event.</p> <p><u>Training</u>: This item represents the costs associated with the provision of wellness-related training and restorative practice training (an emerging social science that studies how to strengthen relationships between individuals as well as social connections) for the administrators, teachers, and staff at Bella Vista Elementary School, Bubbling Wells Elementary School, Cabot Yerxa Elementary School, and Two Bunch Palms Elementary School. The Palm Springs Unified School District is using restorative practice to help students identify behaviors, interactions, and approaches which help to build and maintain positive, healthy relationships; resolve difficulties; and repair harm where there has been conflict. (\$100/person x 50 persons/school x 4 schools = \$20,000)</p> <p><u>Indirect Costs</u>: This item represents indirect costs (e.g., audit, accounting, bookkeeping, administrative and managerial staff time related to project implementation, etc.). Indirect costs are calculated at a rate of 10% of direct costs.</p>			

Line Item Budget Staffing Costs

Staff Salaries		Annual Salary	% of Time Allocated to Project	Actual Program Salary	Total Project Salary
Employee Position/Title					
1	Behavioral Specialist	\$ 85,000.00	100%	85,000.00	\$ 85,000.00
2	Therapist	\$110,000.00	50%	55,000.00	\$ 55,000.00
3	Behavioral Specialist	\$ 85,000.00	100%	85,000.00	\$ 85,000.00
4	Therapist	\$110,000.00	50%	55,000.00	\$ 55,000.00
5	Behavioral Specialist	\$ 85,000.00	100%	85,000.00	\$ 85,000.00
6	Therapist	\$110,000.00	50%	55,000.00	\$ 55,000.00
7	Behavioral Specialist	\$ 85,000.00	100%	85,000.00	\$ 85,000.00
8	Therapist	\$110,000.00	50%	55,000.00	\$ 55,000.00
Total Employee Benefits / Employer Taxes - proportional fringe costs and/or employer taxes based on % of time allocated to project				229,600.00	\$ 229,600.00
Enter this amount in Section 1; Staffing Costs				Total >	\$ 789,600.00
Budget Narrative	<u>Behavioral Specialist:</u> This item represents the salary of the full-time Behavioral Specialist (to-be-hired). The Behavioral Specialist will be responsible for the day-to-day operation of the Bella Vista Elementary School Wellness Center, the Bubbling Wells Elementary School Wellness Center, the Cabot Yerxa Elementary School Wellness Center, or the Two Bunch Palms Elementary School Wellness Center. (\$85,000/year x 100% time x 4 behavioral specialists = \$340,000) <u>Therapist:</u> This item represents the salary of the part-time -- twenty (20) hours per week -- therapist. The therapist will facilitate individual and group counseling services, as well as other wellness-related activities. (\$110,000/year x 50% time x 4 therapists = \$220,000)				
Budget Narrative	<u>Employee Benefits:</u> This item represents the employee benefits for the Behavioral Health Specialists and the therapists. Employee benefits are calculated at a rate of 41% of salary and include: Social Security, Medicare, unemployment insurance, health insurance, retirement, and worker's compensation. (41% x \$560,000 = \$229,600)				
Professional Services / Consultants		Hourly Rate	Hours/Week	Monthly Fee	Total Project Fees
Company and Staff Title					
1					
2					
3					
4					
5					
Enter this amount in Section 1: Staffing Costs				Total >	\$ -
Budget Narrative					

Line Item Budget
Other Project Funds

Other funding received (actual or projected) SPECIFIC to this project. "Total funding in addition to DHCD request" below should match or exceed value listed in Section 1 for "Funds from Other Sources".			Amount
Fees			
Donations			
Grants (List Organizations)			
	1		
	2		
	3		
	4		
Fundraising (describe nature of fundraiser)			
	1		
	2		
Other Income, e.g., bequests, membership dues, in-kind services, investment income, fees from other agencies, etc. (Itemize)			
	1	Palm Springs Unified School District	\$ 789,600.00
	2		
	3		
	4		
Total funding in addition to DHCD request			\$ 789,600.00
Budget Narrative	The Palm Springs Unified School District will fund all ongoing operational costs associated with the Bella Vista Elementary School Wellness Center, the Bubbling Wells Elementary School Wellness Center, the Cabot Yerxa Elementary School Wellness Center, and the Two Bunch Palms Elementary School Wellness Center -- primarily the salary and employee benefits for the Behavioral Specialist and the salary and employee benefits for the therapist that will staff each of the four (4) wellness centers.		

Foundation of PSUSD Wellness Centers in various stages of being retrofitted.



Grant Scoring Review

Grant Staff Review # 1 of 3

- Executive Summary:** 9
- Community Need and Alignment:** 10
- Goals:** 9
- Proposed Evaluation Plan:** 9
- Applicant Capacity and Infrastructure:** 9
- Organizational Sustainability:** 9
- Budget:** 9
- Key Partners/Collaborations:** 9

Total Score: 73.00

Reviewer Comments:
Kudos to the leadership at Palm Springs Unified School District who recognize the need for critical mental health services for students. The long term goal of having a Wellness Center in each school is commendable. The school district is looking at adding the centers to the schools on a scaffolding/case-ready basis. The four elementary schools that are scheduled for creation and implementation have all in place, including the hard-to-recruit behavioral health staff. These Wellness Centers can serve as a successful means of replication for other school districts. The request meets the high priority goals of the District's strategic plan.

Response Notes:

Average Review Score:
Fiscal Staff Review Stage: 18.5 (2 of 2)
Grant Program Staff Review Stage: 74.6666666666666666666666666667 (3 of 3)

Sum of all Reviews:
Fiscal Staff Review Stage: 37 (2 of 2)
Grant Program Staff Review Stage: 224 (3 of 3)

Total average proposal score: 93/100

Grant Scoring Review

Grant Staff Review # 2 of 3

- Executive Summary:** 10
- Community Need and Alignment:** 9
- Goals:** 9
- Proposed Evaluation Plan:** 9
- Applicant Capacity and Infrastructure:** 10
- Organizational Sustainability:** 10
- Budget:** 9
- Key Partners/Collaborations:** 9

Total Score: 75.00

Reviewer Comments:
The Palm Springs Unified School District (PSUSD)- Wellness Centers have the ability to provide crucial behavioral health services to students and their families. By establishing these Wellness Centers on school grounds, students and their families will have access to behavioral health services in a comfortable setting during non-traditional hours and in a culturally-sensitive manner. This strategy of providing services where the target population works, plays, prays, or studies is an effective one that will increase access and confidence amongst the participants.

Response Notes:

Average Review Score:
Fiscal Staff Review Stage: 18.5 (2 of 2)
Grant Program Staff Review Stage: 74.666666666666666666666666666667 (3 of 3)

Sum of all Reviews:
Fiscal Staff Review Stage: 37 (2 of 2)
Grant Program Staff Review Stage: 224 (3 of 3)

Total average proposal score: 93/100

Grant Scoring Review

Grant Staff Review # 3 of 3

Executive Summary: 10

Community Need and Alignment: 10

Goals: 9

Proposed Evaluation Plan: 10

Applicant Capacity and Infrastructure: 10

Organizational Sustainability: 10

Budget: 9

Key Partners/Collaborations: 8

Total Score: 76.00

Reviewer Comments:

This project as presented by the Foundation of Palm Springs Unified School District will expand the current Wellness Center model that is currently in place in 5 locations. This expansion will include 4 elementary sites all located within the Desert Hot Springs community. District funds will support the design of the space and the necessary materials to fully promote a supportive Wellness Center location at each site. The school teams will receive training regarding the proper use of this environment and how to integrate it into the educational setting. Tracking of progress will include weekly team meetings with the behavioral staff and the faculty and the level of center utilization and student/family awareness can be addressed or adjusted. Wellness Centers are a goal for all 27 school locations in the district. The rollout plan is a paced plan with future location openings only as team identification, training and space design is complete.

The budget clearly identifies the cost of the entire project and the specific allocation of DHCD District funds and their use. The overall costs include the necessary behavioral health staff to support the implementation and the ongoing use of each of the 4 Wellness Centers. The Foundation of Palm Springs Unified School District utilizes a collaborative relationship with Palm Springs Unified to insure a seamless implementation pathway for this endeavor that will result in a safe, behavioral and mental space for students to access. established network of community partnerships that include,

Response Notes:

Grant Scoring Review

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 74.6666666666666666666666666667 (3 of 3)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 224 (3 of 3)

Total average proposal score: 93/100

Grant Scoring Review

Fiscal Staff Review # 1 of 2

Fiduciary Compliance: 9

Financial Stability: 9

Total Score: 18.00

Reviewer Comments: Fiduciary Compliance - 9

The FY 06/30/21 audit report is unmodified. The Board of Directors accepted the audit report.

Audit report Current Ratio is strong (100:1), which represents the grantee's ability to pay its short-term liabilities.

The Net Assets increased by \$490k as of 6/30/21, with Total Net Assets of \$3M. Internal financial statements, as of 4/30/22, demonstrates a decrease of \$200k. The Balance Sheet is strong.

Financial Stability - 9

Grantee demonstrates a sound financial position.

Grantee has diversified resources for this project of approximately \$900k. The District's grant of \$110k is well supported by PSUSD resources.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 74.6666666666666666666666666667 (3 of 3)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 224 (3 of 3)

Total average proposal score: 93/100

Grant Scoring Review

Fiscal Staff Review # 2 of 2

Fiduciary Compliance: 10

Financial Stability: 9

Total Score: 19.00

Reviewer Comments: Unmodified audited financial statements prepared for and approved by Board. Positive cash flow noted for last two audited years. No liabilities noted as of fiscal year end. Strategic plan in place to develop more long-term funding strategies. Multiple sources of funding noted. Grant amount is reasonable in comparison to overall organizational budget. PSUSD contribution for project greater than total project budget.

Response Notes:

Average Review Score:

Fiscal Staff Review Stage: 18.5 (2 of 2)

Grant Program Staff Review Stage: 74.6666666666666666666666666667 (3 of 3)

Sum of all Reviews:

Fiscal Staff Review Stage: 37 (2 of 2)

Grant Program Staff Review Stage: 224 (3 of 3)

Total average proposal score: 93/100

Grant #1358

EXHIBIT B**PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES**Project Title

School-Based Wellness Center Project

Start/End

11/01/2022

10/31/2023

PAYMENTS:

(2) Payments: \$49,500.

10% Retention: \$11,000.

Total request amount: \$ 110,000.

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Requirement Number	Grant Requirements for Payment	Payment
11/01/2022		Signed Agreement submitted & accepted.	Advance of \$49,500. for time period 11/01/2022 - 4/30/2023
6/01/2023		1 st six-month (11/01/2022 - 4/30/2023) progress report, budget reports and receipts submitted & accepted	Advance of \$49,500. for time period 5/01/2023 - 10/31/2023
12/01/2023		2 nd six-month (5/01/2023 - 10/31/2023) progress report, budget reports and receipts submitted & accepted	\$0
12/15/2023		Final report (11/01/2022 - 10/31/2023) and final budget report submitted & accepted	\$11,000. (10% retention)

TOTAL GRANT AMOUNT: \$ 110,000.

DELIVERABLES:

Project Goals and Evaluation

<p>Goal #1: By January 31, 2023, the Bella Vista Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served through the "wellness center." This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>Evaluation #1: The accomplishment of this project goal will be measured by weekly (virtual) meetings to track the conversion of the identified space at Bella Vista Elementary School into the Bella Vista Elementary School Wellness Center under the guidance of the development team ~ representatives from the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Bella Vista Elementary School who are responsible for the establishment of the Bella Vista Elementary School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Bella Vista Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Bella Vista Elementary School Wellness Center.</p>
<p>Goal #2: By April 28, 2023, the Cabot Yerba Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served through the "wellness center." This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health</p>	<p>Evaluation #2: The accomplishment of this project goal will be measured by weekly (virtual) meetings to track the conversion of the identified space at Cabot Yerxa Elementary School into the Cabot Yerxa Elementary School Wellness Center under the guidance of the development team ~ representatives from the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Cabot Yerxa Elementary School who are responsible for the establishment of the Cabot Yerxa Elementary</p>

<p>services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Cabot Yerxa Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Cabot Yerxa Elementary School Wellness Center.</p>
<p>Goal #3: By July 31, 2023, the Bubbling Wells Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served through the "wellness center." This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>Evaluation #3: The accomplishment of this project goal will be measured by weekly (virtual) meetings to track the conversion of the identified space at Bubbling Wells Elementary School into the Bubbling Wells Elementary School Wellness Center under the guidance of the development team ~ representatives from the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Bubbling Wells Elementary School who are responsible for the establishment of the Bubbling Wells Elementary School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Bubbling Wells Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Bubbling Wells Elementary School Wellness Center.</p>
<p>Goal #4: By October 1, 2023, the Two Bunch Palms</p>	<p>Evaluation #4: The accomplishment of this project goal will be</p>

<p>Elementary School Wellness Center will be established; all administrators, teachers, staff, students, and families will be informed about the "wellness center" and the services provided; and a minimum of three hundred (300) unduplicated students will be served through the "wellness center." This project goal coincides with the Desert Healthcare District and Foundation strategic plan goal to proactively expand community access to behavioral/mental health services (Goal 3). Further, it coincides with the strategic plan performance measure of number of new sites providing behavioral/mental health services under Strategy 3.3 Provide funding to Community-Based Organizations enabling an increase in the number and the geographic dispersion of sites providing behavioral/mental health services. The accomplishment of project goals will expand availability of behavioral health services/resources to children (0-18 years) and their families and increase access to behavioral health services/resources to children (0-18 years) and their families.</p>	<p>measured by weekly (virtual) meetings to track the conversion of the identified space at Two Bunch Palms Elementary School into the Two Bunch Palms Elementary School Wellness Center under the guidance of the development team ~ representatives from the Foundation of Palm Springs Unified School District, the Palm Springs Unified School District, and Two Bunch Palms Elementary School who are responsible for the establishment of the Two Bunch Palms Elementary School Wellness Center; the number of informational posters posted on campus, the number of informational flyers delivered to students and their families, and the number of presentations conducted for school administrators, teachers, and staff conducted by the development team; and the Two Bunch Palms Elementary School Wellness Center attendance and service usage sheets, which will be maintained at the Two Bunch Palms Elementary School Wellness Center.</p>
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RESOLUTION NO. 22-25

RESOLUTION OF THE BOARD OF DIRECTORS OF DESERT HEALTHCARE DISTRICT RE-RATIFYING THE STATE OF EMERGENCY AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS

WHEREAS, Desert Healthcare District (“District”) is committed to preserving and fostering access and participation in meetings of its Board of Directors; and

WHEREAS, Government Code section 54953(e) makes provisions for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain emergency conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District’s boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote vaccines, masking, and social distancing, and that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted Resolution No. 22-01 on September 28, 2021, finding that the requisite conditions exist for the Board of Directors of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in Government Code section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District and vaccine compliance, masking, and social distancing measures are required to be followed for the continued health and safety of the District Board, staff, and the public; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the District shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by Government Code section 54953(e), and that such meetings shall comply with the requirements to provide the public with access to the meetings as prescribed in Government Code section 54953(e);

THEREFORE, BE IT RESOLVED by the Desert Healthcare District Board of Directors as follows:

Section 1: Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2: Affirmation that a Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District.

Section 3: Re-Ratification of the Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor's Proclamation of a State of Emergency.

Section 4. Remote Teleconference Meetings. The District's Chief Executive Officer is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Ralph M. Brown Act.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of Desert Healthcare District held on October 25, 2022, by the following roll call vote:

AYES: Directors_____

NOES: Directors_____

ABSTAIN: Directors_____

ABSENT: Directors_____

Karen Borja, President
Board of Directors

ATTEST:

Carmina Zavala, PsyD, Secretary
Board of Directors



DESERT HEALTHCARE
DISTRICT & FOUNDATION

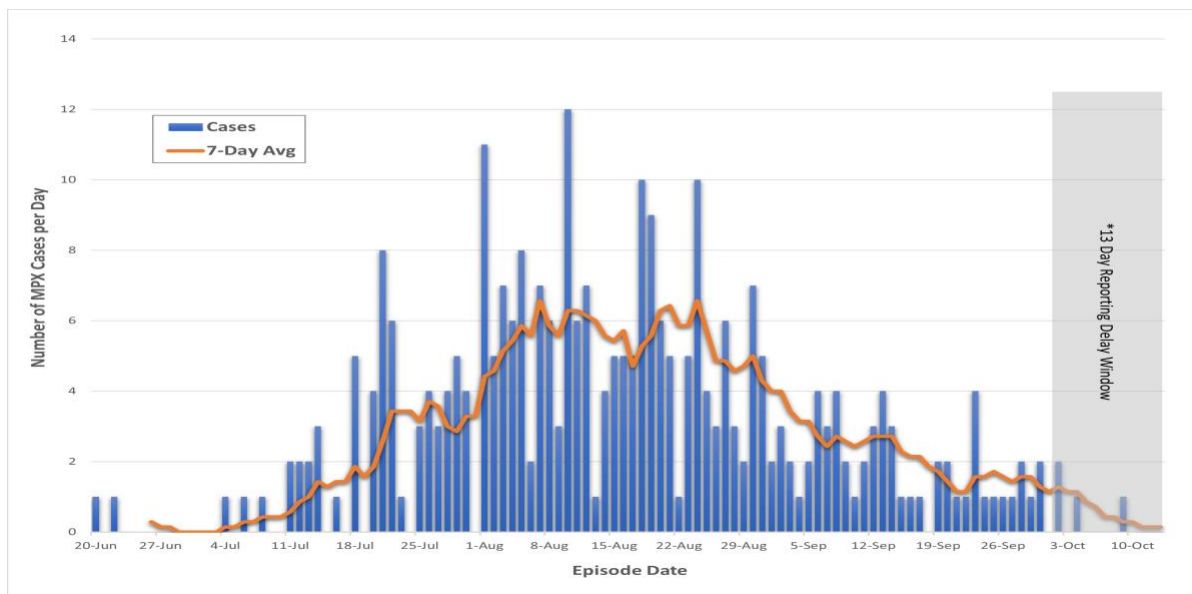
Date: October 25, 2022
To: Board of Directors
Subject: CV Equity Collaborative: Monkeypox Update

Staff Recommendation: Informational item only

Background:

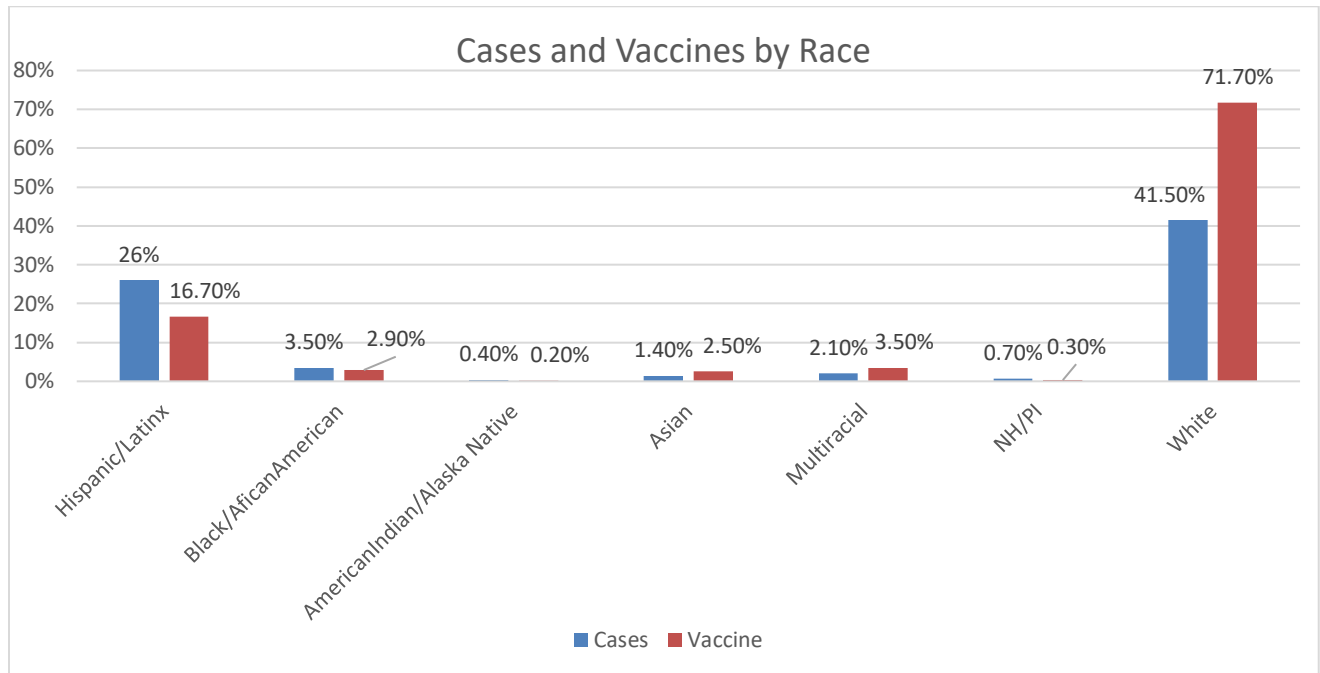
- Summer news was dominated by a global outbreak of Monkeypox (MPX), which soon impacted the Coachella Valley.
- MPX is a rare disease caused by infection with the MPX virus. The MPX virus belongs to the Orthopoxvirus genus in the family Poxviridae. The Orthopoxvirus genus also includes variola virus (which causes smallpox), vaccinia virus (used in the smallpox vaccine), and cowpox virus. MPX is not related to chickenpox.
- MPX was first discovered in 1958 when two outbreaks of a pox-like disease occurred in colonies of monkeys kept for research. Despite being named “MPX (monkeypox),” the source of the disease remains unknown.
- On July 23, 2022, the World Health Organization declared that this MPX outbreak is a “public health emergency of international concern.” Soon after, Governor Newsom declared a state of emergency in response to the outbreak.

MPX Virus Update:



- Cases have declined significantly as vaccines and therapeutic resources have become more available.

- However, vaccine data seem to indicate pervasive disparities in access to healthcare resources. The chart below shows that if you are at risk of MPX infection and belong to a racial minority (especially Black and Latino) you are less likely to be vaccinated.



- We have expressed our concerns to the County Department of Public Health and offered our assistance to close this gap by leveraging the expertise of the Coachella Valley Equity Collaborative.
- The Collaborative successfully closed the (COVID-19 Vaccine) access gap for many in the Valley and offers an infrastructure that may be helpful with this MPX outbreak.
- The District staff is coordinating with DAP Health and our CV Equity Collaborative partners to ensure equitable distribution of MPX resources in the region and eliminate barriers that today prevent at-risk BIPOC community members from accessing resources available to their white counterparts.
- We also recently reached out to TruEvolution, a Riverside-based advocate for health equity and racial justice for LGBTQ+ residents, to share outreach ideas and educational MPX resources for BIPOC community members.



Date: October 25, 2022
To: Board of Directors
Subject: Health Care Services to Oasis Mobile Home Park Residents

Staff Recommendation: Informational item only.

Background:

- For years, the families that live in the roughly 250 mobile homes parked in what is known as the Oasis Mobile Home Park (MHP) in Thermal, CA.
- Multiple tests by the United States Environmental Protection Agency found arsenic levels in the water to be 10 times higher than the legal standard. It's not safe for drinking or cooking. During the COVID-19 pandemic, some residents had their water shut off for 12 hours at a time. Large septic tanks are fed by pipes that are only a few inches below the ground, allowing for sewage to belch from the ground.
- After U.S. EPA issued an order to bring the Oasis water system into compliance with arsenic, park ownership raised the rent and threatened fines. Shortly after, residents issued a cease-and-desist letter to stop those actions, and within 24 hours immigration authorities arrived at the park. Residents allege ownership coordinated with immigration authorities in retaliation for speaking out.
- The arsenic laced water has led to multiple health concerns amongst the Oasis MHP residents, including hair loss, skin discoloration, rashes, just to name a few.
- After a meeting to discuss the multiple needs of the Oasis Mobile Home Park residents with Riverside County Supervisor Perez and other community-based organizations including TODEC and Leadership Counsel, the Desert Healthcare District staff offered to organize a medical clinic to address the medical conditions of the residents.
- TODEC has gained the trust of the Oasis MHP residents through their water distribution efforts and were able to conduct a quick health needs assessment to determine the specific health needs. With this information, DHCD staff reached out to DPMG Health for support.
- On Saturday, October 15th DPMG Health, TODEC, and the DHCD organized a free medical clinic at the San Jose Mission in Thermal, CA, where 35 patients were able to see a medical doctor to address their health needs. In addition, topical ointments and other medication were prescribed to the residents free of charge.
- DPMG Health responded to the call by bringing a group of 6 medical residents, 3 physicians, 1 pediatrician, and 1 pharmacist to host the medical clinic. With the assistance of the San Bernardino Catholic Diocese and Father Francisco Gomez, DPMG Health will return to see more Oasis MHP residents and have the San Jose

Mission become one of the sites, where the medical mobile unit will provide free medical services.

Fiscal Impact: None



Date: October 25, 2022
To: Board of Directors
Subject: Community Engagement and Presentations

Background:

- ☐ Continuing with the key professional responsibilities of the District's CEO in maintaining and developing the organization's external relations by communicating the organization's mission and achievements effectively to stakeholders and to create links with community constituents so the highest degree of impact can be achieved through the most effective use of resources.
- ☐ The following is brief information regarding some of the past, current, and upcoming presentations and community engagements involving the CEO.

Information:

- Meeting with Jesse Melgar, Cielo Fund – September 21, 2022
- DHCD-SCAQMD State Environmental Justice Cooperative Agreement Program (SEJCA) Grant Kick Off Meeting – September 22, 2022
- Meeting with Rose MacIsaac, CEO, Borrego Community Health Foundation – September 22, 2022
- Tour of DHCD Boundaries with ACHD Legislative Staff – September 23, 2022
- Meeting with IEHP staff to explore Emergency Medi-Cal for Migrants and Refugees – September 27, 2022
- Salton Sea Community Amenities: Recreation & Equitable Outdoor Access – September 28, 2022
- Monkeypox Equity Taskforce – October 3, 2022.
- UCR SOM Community Advisory Board Meeting – October 4, 2022
- Vision y Compromiso Annual Conference – October 5 – 7, 2022

- Inland Empire Funders Alliance – October 12, 2022
- Future of Health Summit at IEHP – October 13, 2022
- Meeting with Kim Saruwatari, RUHS – October 13, 2022

Media Coverage:

The Desert Sun (Oct. 11): Election 2022: Two Candidates Vie for Desert Healthcare District Zone Seat 6. <https://www.desertsun.com/story/news/politics/elections/2022/10/11/two-candidates-vie-desert-healthcare-district-zone-6-seat/8200448001/> (Note: This article also appeared on yahoo.com.)

The Uken Report (Sept. 28): Grant Provides \$1.2 Million Support for MPX Response, More. <https://ukenreport.com/grants-provide-1-2-million-for-mpx-response-more/>

The Uken Report (Sept. 26): Desert Healthcare District Snags Two Key Awards. <https://ukenreport.com/desert-healthcare-district-snags-two-key-awards/>

“Pico de Gallo” (Sept. 10): Dr. Bárzaga is interviewed by Marcos Palma of Telemundo about COVID-19 vaccine efforts. <https://www.youtube.com/watch?v=fpw4O2nkSbM>

Advertising

- A multimedia marketing campaign (radio, TV, digital) to promote ConnectIE is underway with KESQ/KUNA media.
- An ad promoting the COVID-19 testing and vaccine clinic calendar as a community resource on dhcd.org appeared September 29 in the Spanish-language newspaper El Informador Del Valle.



DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
MEETING MINUTES
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Directors Present	District Staff Present	Absent
Chair/Treasurer Arthur Shorr President Karen Borja Director Les Zendle, MD	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, Chief Administration Officer Eric Taylor, Accounting Manager Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Andrea S. Hayles, Board Relations Officer	

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	President Borja called the meeting to order at 3:34 p.m., with Director Shorr joining the meeting after the approval of the agenda.	
II. Approval of Agenda	President Borja asked for a motion to approve the agenda and move item 8.1. – FY 2022 Audit Reports before item 6 – Chief Administration Officer’s Report.	Moved and seconded by Director Zendle and President Borja to approve the agenda and moving items 8.1 before item 6. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting September 13, 2022	President Borja motioned to approve the September 13, 2022, meeting minutes.	Moved and seconded by Director Zendle and Director Shorr to approve the September 13, 2022, meeting minutes. Motion passed unanimously.
V. CEO Report	There was no CEO Report.	
VI. Chief Administration Officer’s Report	Chris Christensen, CAO, explained that the Las Palmas Medical Plaza is 100% occupied, highlighting the lease renewal for Suite 1W-101 – Pathway Pharmaceuticals, Inc.	
VII. Financial Reports 1. District and LPMP Financial Statements		

**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
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<p>2. Accounts Receivable Aging Summary</p> <p>3. District – Deposits</p> <p>4. District – Property Tax Receipts</p> <p>5. LPMP Deposits</p> <p>6. District – Check Register</p> <p>7. Credit Card – Detail of Expenditures</p> <p>8. LPMP – Check Register</p> <p>9. Retirement Protection Plan Update</p> <p>10. Grant Payment Schedule</p>	<p>Chris Christensen, CAO, reviewed the September financials with the committee.</p>	<p>Moved and seconded by Director Zendle and Director Shorr to approve the September 2022 financials – items 1-10 and to forward to the Board for approval. Motion passed unanimously.</p>
<p>VIII. Other Matters</p> <p>1. Shannon Maidment & Andrea Oliveri – Coachella Valley Accounting & Auditing – FY 2022 Audit Reports – District & RPP</p> <p>a. Communication Letter & Internal Controls Report</p> <p>b. District Audit Report</p> <p>c. RPP Audit Report</p> <p>d. Desert Healthcare Foundation & A-133 Single Audit (Informational Purposes Only, Approval during the Foundation’s F&A Committee meeting)</p>	<p>Chris Christensen, CAO, described the review of the FY 2022 audited financials and provided background on the audit firm Lund & Guttry, which performed the District’s audit for the previous two years. The operational audit functions separated from Lund & Guttry, and the auditing staff established an organization – Coachella Valley Auditing and Accounting. Mr. Christensen introduced the auditing team, Shannon Maidment, Andrea Oliveri, and Gary Dack.</p> <p>Mr. Dack reviewed the District audit reports commencing with the independent auditor’s report describing the unmodified opinion – the highest level of assurance in an audit. An overview of the statement of net position was provided with Mr. Dack reviewing the total assets, highlighting the accounts</p>	



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	<p>receivable net and the deferred rent payments at the Las Palmas Plaza due to COVID.</p> <p>Other highlights included the capital assets and net pension assets reflecting the plan assets less the actuarial value owed to the plan participants; the current liabilities increase emphasizing the grants payables and the accounts payable increase due to the fire sprinkler system construction; the statements of revenue, expenses and change in net position highlighting the revenue, expenses, and the retirement plan benefits; and nonoperating income investment, income loss footnotes, and notes to financial statements.</p> <p>Mr. Dack provided an overview of the Retirement Protection Plan audited financials, assets and liabilities, and the report on the internal control over financial reporting with no problems or disputes – a positive financial report.</p> <p>Shannon Maidment provided an overview of the Foundation single audit for federal awards highlighting the audit report of the schedule of expenditures of federal awards with a clean unmodified opinion. The Foundation also has a clean</p>	
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**DESERT HEALTHCARE DISTRICT
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	<p>accounting of the independent auditor's report in compliance for each major program and internal control over compliance.</p> <p>A review of the Schedule of Expenditures of Federal Awards (SEFA) identified an expense of \$237,946 related to FY21-22 versus FY20-21 (the period previously recorded) and is noted for reference should there be a comparison of the two years of expenditures. The total expenditures of \$1,481,551 is updated accordingly.</p> <p>The Schedule of Findings and Questioned Costs describes a significant deficiency related to the audit of the financial statements as provided in the above-referenced federal awards expenditures. Additionally, item #9, as no cause by the staff, is determined not to be a low-risk auditee since there was no single audit in the past two years – a required notation as considered not low risk, which involves more broadened testing.</p> <p>In reviewing the Schedule of Findings and Questioned Costs, Ms. Maidment described a 2020 accounting standard update with a change in the nonprofit revenue and expense reporting. Previously, a restricted grant was</p>	
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DESERT HEALTHCARE DISTRICT
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	<p>recorded as both a revenue and an expense, creating a grants payable prior to a distribution to an external organization. The revenue recognition is accurate. However, the expense and grants payable accrual is no longer accurate. The funds should be restricted when received from the District for distribution instead of a liability and expense in the same year. As a result, a restatement of the prior year's net assets of \$3.4M and adjustments totaling a net of \$1.5M – a timing issue of the recognition. The Schedule of Findings provides a corrective action plan - noting that the same audit personnel in FY20 and FY21 did not identify the deficiency, with staff making the proper correction of restricted grants and grants payable. The committee expressed its concern with the deficiencies and the accountability by the same auditing firm that conducted the FY20 and FY21 audits.</p> <p>Further, the committee inquired about a full-page disclosure of the auditing firms' discrepancies representing their oversight for presenting to the public. The deficiencies were not discussed with management before presenting the audited financials, and the best approach to discuss and</p>	
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**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
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	<p>present the findings fairly and objectively since the staff was misguided by the auditing firm. The auditing firm is open to revisions in the language of the disclosure.</p> <p>Andrea Oliveri provided an overview of the Foundation financial statements commencing with the independent auditor's report of a clean and unmodified opinion. As a result of the 2020 accounting standards update mentioned above, Net Assets was restated on the Statement of Activities and separated into with/without donor restrictions on the Statement of Financial Position. The statement of activities illustrates an increase of net assets by \$10k, and the revenue and expenses decreased due to the COVID funding. Ms. Oliveri highlighted footnotes #2 and #6 in the notes to financial statements.</p> <p>Director Zandle motioned to table the action by the F&A Committee – not forwarding the audit reports to the Board meeting until the disclosures are discussed with the auditing firm, including the possibility of a study session to ensure public transparency.</p>	<p>Moved and seconded by Director Zandle and Director Shorr to table approval of the FY 2022 Audit Reports – District & RPP and postpone forwarding to the Board for approval. Motion passed unanimously.</p>
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**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, LEGAL, AND COMMITTEE
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<p>2. Amendment #1 to the consulting services agreement – NPO Centric – no cost time extension 10/01/22 – 9/30/23</p>	<p>Chris Christensen, CAO, described the five-year strategic plan and goal #4 to proactively measure and evaluate the impact of funded programs and services on the health of the community residents, including adopting a performance management platform for Results-Based Accountability (RBA) and continuing the work of NPO Centric with a no-cost extension contract amendment.</p>	<p>Moved and seconded by Director Zendle and Director Shorr to approve Amendment #1 to the consulting services agreement – NPO Centric – no cost time extension 10/01/22 – 9/30/23 and forward to the Board for approval. Motion passed unanimously.</p>
<p>3. LPMP – Lease Renewal – Pathway Pharmaceuticals, Inc. – Suite 1W 101 – 5-year lease renewal</p>	<p>Chris Christensen, CAO, described the longstanding tenant – Pathway Pharmaceuticals, with a lease expiration on 12/31/22 requesting a 5-year lease renewal at \$1.68 sq. ft., tenant improvements of \$10 sq. ft., and an annual increase of 3% or the greater of the CPI.</p> <p>The committee discussed the consideration of raising the annual increase of rents from 3% in the near future, including predicting the healthcare needs and demands in the Coachella Valley over the next 10 to 20 years related to the hospital in correlation to the potential of purchasing a new office building.</p>	<p>Moved and seconded by Director Shorr and Director Zendle to approve the LPMP – Lease Renewal – Pathway Pharmaceuticals, Inc. – Suite 1W 101 – 5-year lease renewal and forward to the Board for approval. Motion passed unanimously.</p>
<p>IX. Adjournment</p>	<p>President Borja adjourned the meeting at 4:50 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>



**DESERT HEALTHCARE DISTRICT
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ATTEST: _____

Karen Borja, President, Board of Directors
Finance & Administration Committee Member
Desert Healthcare District Board of Directors

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

DRAFT

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
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Directors Present via Video Conference	District & Legal Counsel Staff Present via Video Conference	Absent
President Karen Borja Vice-President Evett PerezGil Secretary Carmina Zavala	Conrado E. Bárzaga, MD, Chief Executive Officer Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Jana Trew, Senior Program Officer, Behavioral Health Meghan Kane, Senior Program Officer, Public Health Andrea S. Hayles, Board Relations Officer	

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	The meeting was called to order at 5:05 p.m. by Chair PerezGil.	
II. Approval of Agenda	Chair PerezGil asked for a motion to approve the agenda.	Moved and seconded by President Borja and Director Zavala to approve the agenda. Motion passed unanimously.
III. Meeting Minutes 1. September 13, 2022	Chair PerezGil asked for a motion to approve the September 13, 2022, meeting minutes.	Moved and seconded by President Borja and Director Zavala to approve the September 13, 2022, meeting minutes. Motion passed unanimously.
IV. Public Comment	There were no public comments.	
V. Old Business 1. Grant Payment Schedule 2. Grant applications and RFP proposals submitted and under review	Chair PerezGil inquired if the committee had any questions concerning the grant payment schedule, grant applications, and requests for proposals submitted and under review. There were no questions or comments.	

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
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VI. Program Updates		
1. Progress and Final Reports Update	<p>Chair PerezGil inquired if the committee had any questions concerning the progress and final reports.</p> <p>There were no questions or comments.</p>	
VII. Grant Funding Requests		
<p>Consideration to forward to the board of directors for approval of the following grants:</p> <p>1. Grant #1318 Riverside County Latino Commission on Alcohol and Drug Abuse Services, Inc. - \$618,173 over an 18-month period – <i>Healthy Minds, Healthy Lives – Mente Sanas Visas Sanas</i> – Strategic Plan alignment is Goal #3</p>	<p>Conrado Bárzaga, MD, CEO, exited the meeting due to a conflict of interest.</p> <p>The committee inquired about the Community Needs of the Project, such as why the project is necessary and prior successes or failures, including data and statistics to support the project endeavors. A question arose regarding the demand for specific staff hires, namely clinical therapists, social workers, and associate trainees, and if there's a particular quota or number of visits based on the need in the Eastern Coachella Valley.</p> <p>Further discussions ensued about unrealistic goals for outreach across social media platforms given the</p>	

**DESERT HEALTHCARE DISTRICT
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	<p>organization's gaps of publications on Facebook between 2021 to 2022; staff that would provide the behavioral health services – the promotoras', case managers, or clinical therapist, and whether the staff is already employed; the differences between services provided at the mobile clinic and the satellite offices with the committee requesting the inclusion of additional details in the grant application; and an explanation of the variances between goal #1 – provide behavioral mental health and substance abuse services to an estimated 200 clients in the Coachella Valley, and goal #3 – enhance access to culturally - sensitive behavioral/mental health services of approximately 200 individuals in the unincorporated areas of Coachella Valley, will receive culturally-sensitive behavioral/mental health services.</p> <p>In concluding the committee's inquiry, the \$200k budget for Vision y Compromiso is vague and requires an itemized summary for the promotoras' efforts, which includes the populations served, such as the agricultural workers.</p> <p>The committee directed staff to collaborate with the Riverside County Latino Commission to revise the application with more</p>	<p>Moved and seconded by President Borja and Chair PerezGil to table Grant #1318 Riverside County Latino Commission on Alcohol and Drug Abuse Services, Inc. - \$618,173 over an 18-month period – Healthy Minds, Healthy Lives – Mente Sanas Visas</p>
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**DESERT HEALTHCARE DISTRICT
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	<p>details on the community needs and specific groups served, such as the agricultural population, clarity on service locations and methods with a distinction of the mobile and satellite clinics and their locations, a budget for Vision y Compromiso detailing the promotoras' functions, and more distinction between goal #1 and goal #3.</p> <p>Public Comments: Lucero Fabela, Riverside County Latino Commission on Alcohol and Drug Abuse Services responded to the committee's questions, such as the community need and its relation to mobile clinics in rural areas and partnerships with other agencies.</p> <p>Leonel Contreras, Executive Director, Riverside County Latino Commission on Alcohol and Drug Abuse Services, answered questions and described the partnerships with the school districts for the satellite sites.</p>	<p>Sanas and return to the Program Committee in November with the defined details and revisions of the application. Motion passed 2 (Borja and PerezGil)-1 (Zavala).</p>
<p>2. Grant #1356 Blood Bank AKA Lifestream - \$140,000 for one year – Coachella Valley Therapeutic Apheresis Program – Strategic Plan alignment is Goal #2</p>	<p>Chair PerezGil inquired if the committee had any questions concerning the Blood Bank AKA Lifestream \$140k one year grant request.</p> <p>The committee inquired on the specialized vehicle to transport the therapeutic apheresis devise to the various hospitals, which is necessary (due to the weight of</p>	<p>Moved and seconded by President Borja and Director Zavala to approve Grant #1356 Blood Bank AKA Lifestream - \$140,000 for one year – Coachella Valley Therapeutic Apheresis Program and forward to the Board for approval. Motion passed unanimously.</p>

**DESERT HEALTHCARE DISTRICT
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MEETING MINUTES
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<p>3. Grant #1362 Jewish Family Service of the Desert - \$160,000 over a two-year period – <i>Mental Health Counseling Services for Underserved Coachella Valley Residents</i> – Strategic Plan alignment is Goal #3</p>	<p>the machine) to carry the apheresis to various locations.</p> <p>Chair PerezGil asked if the committee had any questions concerning the Jewish Family Services of the Desert \$160k grant request.</p> <p>The committee inquired about the benchmarks to reach counseling goals with client engagements and in what way the clients discover the services.</p> <p>Public Comments: Kraig Johnson, Executive Director, Jewish Family Service of the Desert, answered questions of the committee concerning counseling goals and client engagement.</p> <p>Judith Monetathchi, MFT, Jewish Family Service, elaborated on the counseling goals.</p>	<p>Moved and seconded by President Borja and Director Zavala to approve Grant #1362 Jewish Family Service of the Desert - \$160,000 over a two-year period – Mental Health Counseling Services for Underserved Coachella Valley Residents and forward to the Board for approval. Motion passed unanimously.</p>
<p>4. Grant #1358 Foundation for Palm Springs Unified School District - \$110,000 -<i>School-Based Wellness Center Project</i> – Strategic Plan alignment is Goal #3</p>	<p>Chair PerezGil asked if the committee had any questions concerning the Foundation for Palm Springs Unified School District's \$110k grant request.</p> <p>The committee inquired about the number of anticipated students at the wellness centers.</p> <p>Public Comments: Ellen Goodman, Executive Director of the Foundation for Palm Springs Unified School District, described the projected</p>	<p>Moved and seconded by President Borja and Director Zavala to approve Grant #1358 Foundation for Palm Springs Unified School District - \$110,000 - School-Based Wellness Center Project and forward to the Board for approval. Motion passed unanimously.</p>

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
October 11, 2022**

	number of students, elaborating on the wellness center student population, and linkages to parent centers, including bilingual resources.	
VIII. Committee Members Comments	There were no committee member comments.	
IX. Adjournment	Chair PerezGil adjourned the meeting at 6:13 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents

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

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

DESERT HEALTHCARE DISTRICT								
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE								
September 30, 2022								
TWELVE MONTHS ENDING JUNE 30, 2023								
			Approved	6/30/2022	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr	Open
Grant ID Nos.	Name	Grants - Prior Yrs	Bal Fwd	2021-2022	July-June	July-June	BALANCE	
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 4,990,000		\$ -		\$ 4,990,000	
2021-1136-BOD-01-26-21	Ronald McDonald House Charities - Temporary Housing & Family Support Services - 1 Yr.	\$ 119,432	\$ 11,944		\$ -		\$ 11,944	
2021-1171-BOD-03-23-21	Blood Bank of San Bernardino/Riverside Counties - Bloodmobiles for Coachella Valley - 18 Months	\$ 150,000	\$ 15,000		\$ -		\$ 15,000	
2021-1266-BOD-04-27-21	Galilee Center - Our Lady of Guadalupe Shelter - 1 Yr.	\$ 150,000	\$ 15,000		\$ 15,000		\$ -	
2021-1277-BOD-04-27-21	Lift To Rise - United Lift Rental Assistance 2021 - 8 Months	\$ 300,000	\$ 30,000		\$ 30,000		\$ -	
2021-1280-BOD-05-25-21	Desert AIDS Project - DAP Health Expands Access to Healthcare - 1Yr.	\$ 100,000	\$ 10,000		\$ 10,000		\$ -	
2021-1296-BOD-11-23-21	Coachella Valley Volunteers In Medicine - Improving Access to Healthcare Services - 1 Yr.	\$ 154,094	\$ 84,752		\$ 69,342		\$ 15,410	
2021-1289-BOD-12-21-21	Desert Cancer Foundation - Patient Assistance Program - 1 Yr.	\$ 150,000	\$ 82,500		\$ 67,500		\$ 15,000	
2022-1301-BOD-01-25-22	UCR Regents - Community Based Interventions to Mitigate Psychological Trauma - 1 Yr.	\$ 113,514	\$ 62,433		\$ -		\$ 62,433	
2022-1302-BOD-01-25-22	Vision To Learn - Palm Springs, Desert Sands, and Coachella Valley School Districts 1 Yr.	\$ 50,000	\$ 27,500		\$ -		\$ 27,500	
2022-1303-BOD-01-25-22	CSU San Bernardino Palm Desert Campus Street Medicine Program - 1 Yr.	\$ 54,056	\$ 29,731		\$ -		\$ 29,731	
2022-1306-BOD-02-22-22	Olive Crest Treatment Center - General Support for Mental Health Services - 1 Yr.	\$ 123,451	\$ 67,898		\$ -		\$ 67,898	
2022-1311-BOD-04-26-22	Desert Arc - Healthcare for Adults with Disabilities Project Employment of Nurses - 1 Yr.	\$ 102,741	\$ 56,508		\$ -		\$ 56,508	
2022-1313-BOD-04-26-22	Angel View - Improving Access to Primary and Specialty Care Services for Children With Disabilities 1 Yr.	\$ 76,790	\$ 42,235		\$ -		\$ 42,235	
2022-1314-BOD-05-24-22	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 60,000	\$ 60,000		\$ 27,000		\$ 33,000	
2022-1325-BOD-06-28-22	Vision Y Compromiso - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 150,000	\$ 150,000		\$ 33,750		\$ 116,250	
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,000	\$ 50,000		\$ 11,250		\$ 38,750	
2022-1328-BOD-06-28-22	El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000	\$ 150,000		\$ 33,750		\$ 116,250	
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education and Prevention Services - 2 Yrs.	\$ 50,000	\$ 50,000		\$ 11,250		\$ 38,750	
2022-0965-BOD-06-28-22	Desert Healthcare Foundation - Behavioral Health Initiative Expansion - 3 Yrs.	\$ 2,000,000	\$ 2,000,000		\$ 2,000,000		\$ -	
2022-22-15-BOD-06-28-22	Carry over of remaining Fiscal Year 2021/2022 Funds*	\$ 2,566,566	\$ 2,566,566		\$ 1,429,268		\$ 1,137,298	
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yr.			\$ 100,000		\$ 22,500	\$ 77,500	
2022-1332-BOD-07-26-22	Alianza CV - Expanding and Advancing Outreach Through Increasing Capacity Development - 2 Yrs.			\$ 100,000		\$ 22,500	\$ 77,500	
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.			\$ 500,000		\$ -	\$ 500,000	
2022-1350-BOD-09-27-22	JFK Memorial Foundation - Behavioral Health Awareness and Education Program - 1 Yr.			\$ 57,541		\$ -	\$ 57,541	
2022-1355-BOD-09-27-22	Joslyn Center - The Joslyn Wellness Center - 1 Yr.			\$ 85,000		\$ -	\$ 85,000	
2022-1361-BOD-09-27-22	DAP Health - DAP Health Monkeypox Virus Response - 1 Yr.			\$ 586,727		\$ -	\$ 586,727	
						\$ -	\$ -	
						\$ -	\$ -	
TOTAL GRANTS		\$ 16,670,644	\$ 10,552,067	\$ 1,429,268	\$ 3,738,110	\$ 45,000	\$ 8,198,225	
Amts available/remaining for Grant/Programs - FY 2022-23:								
Amount budgeted 2022-2023			\$ 4,000,000			G/L Balance:	9/30/2022	
Amount granted through September 30, 2022:			\$ (1,429,268)					
Mini Grants:	1321; 1322; 1323		\$ (15,000)			2131	\$ 4,678,225	
Financial Audits of Non-Profits; Organizational Assessments			\$ -			2281	\$ 3,520,000	
Net adj - Grants not used:	FY 21-22 Funds		\$ 2,566,566			Total	\$ 8,198,225	
Matching external grant contributions			\$ -				\$ (0)	
Balance available for Grants/Programs			\$ 5,122,298					
* Value listed in Total Paid column reflects funds granted from carryover funds. Actual grant payments will be reflected under the respective grant.								



**DESERT HEALTHCARE
DISTRICT & FOUNDATION**

Date: October 11, 2022
To: Program Committee
Subject: Grant Applications and RFP Proposals Submitted and Under Review

Staff Recommendation: Information only.

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

1. #1318 Riverside County Latino Commission on Alcohol and Drug Abuse Services, Inc. \$618,173 over an 18-month period: *Healthy Minds, Healthy, Lives – Mente Sanas Visas Sanas*. Funds will be used to address Goal 3 of the DHCD Strategic Plan and used for salaries of mental health professionals; promotoras, case managers, legal counsel, program administrator/supervisor.
 - a. Status: this grant request is before the 10/11/22 Program Committee for review and consideration to award.
2. #1356 Blood Bank AKA Lifestream - \$140,000 - *Coachella Valley Therapeutic Apheresis Program*. Use of District funds - the creation of their Coachella Valley Therapeutic Apheresis Program. Funding will cover the costs of an Optia machine, TA related equipment, and a customized vehicle dedicated to transport apheresis equipment and staff to Coachella Valley hospitals caring for seriously ill patients.
 - a. Status: this grant request is before the 10/11 Program Committee for review and consideration to award
3. #1358 Foundation for Palm Springs Unified School District - \$110,000 - *School-Based Wellness Center Project*. Use of District funds - will be used to convert an identified space at four (4) elementary schools into "wellness centers" at these schools
 - a. Status: this grant request is before the 10/11 Program Committee for review and consideration of award.
4. #1362 Jewish Family Service of the Desert - \$160,000 over a two-year period – *Mental Health Counseling Services for Underserved Coachella Valley Residents* – Use of District Funds - support personnel costs, enabling JFS to continue serving those most in need by providing mental health counseling services and case management services – including in Spanish, if preferred or required,
 - a. Status: this grant request is before the 10/11 Program Committee for review and consideration to award.
5. #1353 Vision Y Compromiso \$90,000 grant for 12 months to continue COVID-19

prevention and mitigation education in the Coachella Valley while waiting for approval of additional funds from a DHCD/CVEC submitted grant application to the County of Riverside Public Health. Should the RUHS grant be awarded, this grant will cease, and the work will continue through the County grant.

- a. Status: this grant request went before the 9/13 Program Committee for review and consideration to award and died for lack of a motion.
6. #1350 JFK Memorial Foundation - \$57,541 *Behavioral Health Awareness and Education Program*. Use of District funds – personnel costs and office supplies for the Certified SafeCare Providers program.
 - a. Status: the grant was approved by the board of directors at their 9/27/22 meeting
7. #1355 Joslyn Center -\$85,000 – *Joslyn Wellness Center*. Use of District funds – Staff support for a Program Director, a Program Supervisor, a Bi-lingual Counselor, and an Intake/Outreach Coordinator to implement various health and behavioral health evidence-based program.
 - a. Status: the grant was approved by the board of directors at their 9/27/22 meeting
8. #1361 DAP Health - \$586,727 – *DAP Health Monkeypox Virus*. Use of District funds – will support project implementation including but not limited to staffing; program expenses, supportive services, education and outreach, training and certifications.
 - a. Status: the grant was approved by the board of directors at their 9/27/22 meeting
9. #1357 Desert Recreation District mini grant - \$5,000: *Adaptive Program Expansion: Inclusion & Education* – Use of District mini grant funds: to purchase additional specialized equipment [sound based] to expand adaptive programs to reach more individuals with visual impairments, fund registration fees participants, and fund some of the additional staffing required in programs [to provide additional supports to participants, where needed].
 - a. Status: pending site visit/proposal conference on 10/19 at the Palm Desert Community Center for an adaptive program
- 9 . #1316 OneFuture Coachella Valley – resubmission of grant application is pending on review of potential revisions by internal DHCD staff for re-review and re-consideration at a future Program Committee meeting
- 10; #1363 Pegasus Riding Academy - \$60,092 – *Pegasus Equine Assisted Therapy Program*. Use of District funds: to increase Pegasus’ capacity to serve additional individuals in need, specifically program/services; program staffing; and transportation costs
 - a. Status: pending site visit



Date: October 11, 2022

To: Program Committee – District

Subject: Progress and Final Grant Reports 9/1/2022 – 9/30/2022

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

Inland Empire Ronald McDonald House #1136

Grant term: 2/1/2021 – 1/31/2022

Original Approved Amount: \$119,432

Final report covering the time period from: 2/1/2021 – 1/31/2022

Program Staff Update: DHCD staff met with the executive director of Ronald McDonald House for a site visit of the facility in Loma Linda. After the tour, DHCD staff discussed the barriers/challenges/opportunities of the grant award. RMDH had many challenges with COVID and the after effect on the loss of the workforce and ongoing challenges to replace the workforce on a continued committed balance. Of the five things the grantee would do differently, RMDH assures that these are being reviewed and addressed going forward.

Desert AIDS Project #1280

Grant term: 6/1/2021 – 5/31/2022

Original Approved Amount: \$100,000

Final report covering the time period from: 6/1/2021 – 5/31/2022

Program Staff Update: DHCD staff is in the process of scheduling a post grant meeting with key staff of DAP Health to review their challenges and barriers.

Inland Empire Ronald McDonald House, Grant#: 1136

Temporary Housing and Family Support Services

Strategic Area: Healthcare Infrastructure and Services

Reporting Period: 2/1/21 to 01/31/22

Karen Hooper

Tel: (909) 747-1260

khooper@rmhcsc.org

Grant Information

Grant Amount: \$119,432

Paid to date: \$107,488

Balance: \$11,944

Proposed Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (1/31/2022)

Evaluation Plan:

Our projects will be carefully evaluated by monitoring and collecting data on various levels. The House program collects surveys from every family regarding their guest experience and how it has impacted the child undergoing treatment and the family as a whole. The comments provided are used to assess where changes need to be made or what other types of support a family is requesting that we could potentially provide. For example, we had families that were struggling with transportation to get back and forth to one of our other medical facilities. After evaluating, we established a shuttle service specifically to that location. FSS also does independent surveys of the families seen through their program and a follow-up survey is done three months after the family has returned home. All survey data and comments are used to evaluate the effectiveness of each of our programs and to determine possible enhancements. The House also captures statistical data on each family (person), i.e., # of families served, # of in or out-patients, diagnosis, # of adults, # of children, ethnicity, income level, place of origin, # of new families, # of returning families, etc. FSS also collects statistical data such as # of hours in family meetings and support groups, # of check-ins with families, # of hours spent in therapeutic fun clubs for children, parents, and families, # of hours providing educational workshops, # of hours putting on activities. We will have very rich data to share on all these dimensions and look forward to reporting this information to you.

Goal #1: By January 31, 2022, 100 Coachella Valley families will be provided temporary housing for a total of 1,600 nights to alleviate the financial burden placed on these

families who have to temporally relocate.

Evaluation of goal #1: Action and evaluation of Stay Requests happens on a day to day basis. Monthly reports are reviewed to evaluate support to the Coachella Valley families. The stay requests are submitted to the IE Ronald McDonald House by the social workers at our partnering hospital and other medical facilities that utilize our program. The requests are evaluated and prioritized based on distance and diagnosis of the child and confirmation of completed medical protocol. Once all is met, those families are then scheduled to check in to the Ronald McDonald House. They are entered in to our Guest Information System where all pertinent data is entered and tracked. This data is then used to produce our monthly occupancy reports for our Chapter office, Board of Trustees, as well as for necessary reporting to our grantors. To ensure that families know of our program and services, House brochures are taken to the hospital on a regular basis to stock the children's hospital guest services desk, the nurses stations on each pediatric floor, and all the social workers have brochures on hand to provide to families. We will also be placing brochures at the Loma Linda University Health center in Indio.

Goal #2: By January 31, 2022, 80% of Coachella Valley families served will receive supportive services through the Family Support Services (FSS) program.

Evaluation of goal #2: The FSS team keeps robust statistical data in regards to which families they meet with, hours in family meetings, support groups held, weekly check-ins, hours out and about the House, hours providing therapeutic fun clubs for the children, parents and families, and education workshops for families and staff. This data is readily available and will be shared at each of the reporting periods. Surveys are also taken when the family is at the House and three months after returning home to collect further data.

We currently have a team of four providing these services. They work throughout the House, creating supportive environments wherever and whenever families or members of the House staff need emotional support, compassion and care. FSS is available to the house and families seven days a week, 24 hours a day, every day of the year. These services are offered in English/Spanish. The House has translation services in place to accommodate any potential language needed. Evaluations have shown that families appreciate and feel the supportive impact of FSS. They have demonstrated the importance of the program as part of the spectrum of care families receive.

Goal #3: Provide supportive services to our medical partners to assist those pediatric parents from Coachella Valley that choose to stay bedside by providing comfort bedside bags, provide food and gas cards as available. The goal is to support an additional 50 families through this service. By January 31, 2022, \$25.00 gas cards will be provided to 50 Coachella Valley families to assist with travel expense due to financial hardship.

Evaluation of goal #3: Each of our partnering medical facilities has a request sheet which outlines items of support that they can request for families. They turn those in to

our Operations team to fulfill. Our Operations team, working with the community and volunteers, assemble the bags to fit the needs requested and distribute appropriately. A spreadsheet is kept of the number given to each medical partner, typically the Director of Social Work, in support of those families staying bedside. Data is collected from the social workers as to the distribution on their end. The food cards and gas cards are given to the families who are struggling with finances and have to travel back and forth from home to hospital. These cards are logged and tracked as to which families received which type card and the value given. These cards would be tracked specifically for Coachella Valley families.

Proposed number of District residents to be served:

Total: 325

Proposed geographic area(s) served:

Cathedral City
Coachella
Desert Hot Springs
Indio
La Quinta
Palm Desert
Palm Springs
Thermal
Thousand Palms
Bermuda Dunes

Final Progress:

Final Outcomes on Goals and Evaluation

Program/project final accomplishment(s) in comparison to the proposed goal(s) and evaluation plan.

Staying true to our evaluation plan and after reviewing all of our statistical data, we fell a bit short in each of our three proposed goals in terms of numbers, however, the impact and support to the families went beyond our expectation in light of the COVID restrictions. Explanations are below addressing each of the goals.

Goal #1:

During the reporting period, we accommodated 74 family stays from the Coachella Valley. These families combined used a total of 1,336 night stays, and the people count for these 74 family stays was 308 people. At the nightly cost to IERMH at \$100 nightly per room, the total budget impact to IERMH is \$133,600.

Evaluation of goal #1:

Although we did not meet our goal of providing temporary housing to 100 Coachella Valley families, those that stayed were provided the comfort, care, and support per our

mission.

Goal #2:

We have met our goal in providing Family Support Services (FSS) to 80% the Coachella Valley families. Each family upon registering to stay at the Ronald McDonald House are given their initial appointment to meet with FSS. They then can decide to continue with weekly one-on-one meetings and/or the FSS team members check in with them regularly as they are out in the common spaces of the House,

Evaluation of goal #2:

Our Family support services team provided over 1500 hours of support services. This includes individual family meetings, check-ins, therapeutic fun clubs, and educational workshops.

Goal #3:

We have provided over 1,500 comfort bags to the Loma Linda University Children's hospital and to-date 37 \$25 gas gift cards.

Evaluation of goal #3:

We provided request forms to our partnering hospital and medical clinics for the comfort bag support which included the Loma Linda Children's Hospital, outpatient oncology, and the behavioral health institute. It was difficult requiring the social workers at the hospital to track the city of the family receiving the bag(s). Our primary focus was the children's hospital. With the 1,500 comfort bags and pantry boxes provided, I'm confident that this outreach supported many Coachella Valley families. In terms of the gas cards, those requests came directly through the IERMH. Social workers sent email requests and the family came to the House to pick them up so that we were able to track and gather data to ensure they were from the cities in the Coachella Valley. We continue to provide this service to date. We will ensure the remaining 13 gift cards get to those Coachella Valley families needing the travel support.

Final number of District residents served:

Total: 308

Please answer the following questions

1. Please describe any specific issues/barriers in meeting the proposed program/project goals:

During this reporting period, we were still in the midst of the COVID protocols not only throughout the county, but from our global organization, the hospital visitation policy, and the public health orders that were put in place for parents entering the hospital. This put an additional strain on the families which played a part in their decision to stay in the area to utilize the IERMH.

2. Please describe any unexpected successes other than those originally planned

Because we wanted to still support the families as much as possible, we began to make comfort bags available to not only the families in the hospital but we included the outpatient clinics as well. It was so successful, that we continue the program to date. The families from the Coachella Valley were not only grateful for the comfort bags, but for those that were traveling back and forth, and the ability that we were able to support that by providing a gas gift card, they were so grateful. Because this resource is such a necessity for families that travel a great distance, I've written other grants to support gas cards to issue to any family needing this type of support.

3. After the initial investment by the DHCD how will the program/project be financially sustained?

We continue to cultivate our current donors to strengthen that revenue stream along with sustaining our relationships with the foundations currently providing grant support. We are actively seeking other opportunities to increase the number of grant requests submitted to different foundations, organizations, and corporations, with a goal of increasing applications and support by 10% each year. Our development associate works directly with the broader community to identify and execute new third-party fundraising opportunities and increase workplace giving through our "Heroes" program.

4. List five things to be done differently if this project/program were to be implemented again

1. Work with the hospital social workers to put in place a better tracking system for the comfort bags to capture family data (last name, patient name, city) to be more concise with those numbers. We provided such a large volume, that it was not conducive for them to keep track as they were handed out to families due to their own work commitments. It wasn't an issue with the gas cards, as when the social worker requested a card for a family, they sent us an email with the information and the family picked it up from the House so we could check their driver's license.

2. Training another staff person to pull together all the data/reports needed specifically associated with the Coachella Valley families so that required reports can be filled out in a more timely manner.

3. More outreach to the referring hospitals from the valley that send patients to the LLUCH providing them with brochures and a virtual tour so they are able to make available this information to families prior to their transfer so the parents have more peace of mind as to where they will be able to stay near-by through our housing at the IERMH while there child is in Loma Linda for treatment.

Desert AIDS Project, Grant#: 1280

DAP Health Expands Access to Healthcare

Strategic Area: Healthcare Infrastructure and Services

Reporting Period: 6/1/21 to 5/31/22

David Brinkman

Tel: (760) 323-2118

Fax: (760) 323-1299

dbrinkman@daphealth.org

Grant Information

Grant Amount: \$100,000

Paid to date: \$90,000

Balance: \$10,000

Proposed Goals and Evaluation

The specific benefits or measurable impact to be achieved by: (5/31/2022)

Evaluation Plan: DAP will use our EHR system to provide a quantitative assessment of the program. Since we capture a patient's demographic data in their EHR, we can track the number of patient visits to each provider as well as the number of District residents who were provided care by the BHC, the psychiatrist, and the three residents during the grant year.

To evaluate qualitative measures, DAP provides satisfaction surveys to patients of our BHD as well as our primary care clinics. At the termination of a patient's therapy treatment with the BHC, the patient will be given an in-house patient satisfaction survey that measures the patient's perception of the care provided and success in meeting therapeutic goals. The survey questions will focus on what goals the patient identified at the start of therapy and whether or not those goals were achieved. In addition, the survey measures the patient's experience of the therapy process (i.e., did the patient feel heard, understood, and respected by the therapist?).

After a visit to one of DAP's primary care clinics, which includes psychiatry, all patients receive an email generated by our EHR system with a link to complete a satisfaction survey allowing them to provide feedback about their care.

DAP will collate results from the BHC therapy surveys as well as the collating psychiatry treatment survey results, addressing any issues identified as needed.

Goal #1: Psychotherapy program – clients come on a self-referral basis (talk therapy)

DAP's behavioral health clinician (BHC) funded by this grant will increase the number of patients seen in the Behavioral Health Department by 52 new patients who are District residents by the end of the grant year.

Evaluation of goal #1: DAP will use our electronic health record system, EpicCare Ambulatory 2018 Certified EHR Suite (Epic) to track new patients assigned to the new BHC, including contact information as part of the patient's demographic data, enabling us to identify District residents.

Goal #2: Psychiatry program – medication management – medical doctor referrals

Within 6 months, DAP anticipates schedules for the psychiatrist and up to three psychiatry residents to be fully booked at 8 visits per day. This would net 28 patients per week who reside in the District (based on 4 hours per week).

Evaluation of goal #2: DAP will use our EHR system to track patients and patient visits as assigned to the psychiatrist and three residents, which includes contact information as part of the patient's demographic data, thus enabling us to identify District residents.

Goal #3: By the end of the grant year, DAP will achieve sustainability through insurance billing reimbursement for the BHC and the psychiatrist to be funded through this grant.

Evaluation of goal #3: DAP will submit the BHC's professional qualifications to Inland Empire Health Plan (IEHP) and the State of California for credentialing upon hiring. The BHC and psychiatry residency program are expected to be billing for a full panel after 6 months. DAP's Department of Finance will use Sage Intacct®, a project-based accounting software in coordination with the EHR to track financial performance measures.

When clinicians start, it can take from 4-6 months on average for full credentialing with the payors – IEHP typically takes 3 months – and we cannot bill until they are approved. Until credentialed, the clinician would only see emergent cases to assure patients receive necessary care. Additionally, when clinicians join the practice, they have no patient base, therefore their panels will grow over time, typically taking 3-6 months for a medical provider to have a full panel. Also, provider schedules are ramped up over an average of 3 months to allow them to become competent charting in the electronic record and keeping pace with the clinic workflows. Finally, patients receiving psychiatric medication management are generally followed monthly or every 2 months, depending on the severity of the mental health condition, thus extending the time needed to fill their panels.

Proposed number of District residents to be served:

Total: 80

Proposed geographic area(s) served:

Cathedral City
Coachella
Desert Hot Springs
Indio
La Quinta
Palm Desert
Palm Springs
Rancho Mirage
Sky Valley
Thousand Palms

Final Progress:

Program/project final accomplishment(s) in comparison to the proposed goal(s) and evaluation plan.

As stated in our last report, DAP's Behavioral Health department has undergone changes during the grant year that have affected our ability to meet the goals as outlined in our proposal. The most significant barrier has been a series of resignations and an inability to replace clinicians who left despite aggressive recruitment efforts.

We have underperformed in regard to the psychotherapy component goals, but have been successful in meeting the needs of our patients seeking psychiatric care. Clinicians entered patient data into the EpicCare Ambulatory 2018 Certified EHR Suite (Epic) system, which allowed our IT staff to generate reports detailing not only the number of new patients within each component and the number of visits, but whether or not the patient resided within the District.

The third goal was to achieve sustainability for the program. When the PNP became credentialed through Inland Empire Health Plan and the State of California, DAP was able to bill for the services this clinician provided. If pending legislation SB966 is passed, it will allow us to bill for LMFTs and ASW, AMFT interns and we will achieve increased sustainability for Behavioral Health psychotherapy.

Goal #1: During the grant year, DAP's Behavioral Health department realized an increase of two new psychotherapy patients who are within the District. Since patient insurance must provide authorization for treatment, and many local insurance providers either carve out mental health benefits and/or do not contract with DAP. This limits access to DAP services for some potential patients.

Evaluation of goal #1: We have a doctoral intern providing therapy under the supervision of a licensed psychologist, which has been very successful. The intern began her post-doctoral residency in May 2022 and will continue until May 2023. We also were able to hire an LMFT with these grant funds who has provided triage

assessment intake coordination and individual and couples psychotherapy.

Due to COVID, like many organizations, DAP has experienced greater staff turnover than normal as many licensed clinical psychologists have returned to private practice. We are currently recruiting for two Clinical Psychologists and a full-time Psychiatrist, and have just recently hired two Licensed Clinical Social Workers who are scheduled to start in July 2022.

We did not see 52 new psychotherapy patients because DAP Behavioral Health could not accept new patients during the grant year due to lack of capacity, specifically lack of clinicians.

Goal #2: DAP has hired a full time Psychiatric Nurse Practitioner who saw an average of 14 patients per week in January and February, but realized an increase to an average of 23 patients per week in March. The goal was 28 patients per week with one psychiatrist and three residents, who were only available one day per week. During the grant period, and with the addition of our .75FTE PNP, DAP has seen an increase of 90 new patients seeking psychiatric care.

For complex psychiatric cases that require a psychiatrist for ongoing care, DAP has a contract with an outside psychiatrist employed by Inland Psychiatric Medical Group. The psychiatrist also provides ongoing supervision of our psychiatric nurse practitioner, including consultation on complex cases.

Evaluation of goal #2: By contracting with a psychiatrist who can provide oversight to our psychiatric nurse practitioner, DAP has been able to progressively increase the number of psychiatric patients seen at DAP after the discontinuation of the UCR residency program. In July 2022, due to increased demand, the psychiatric nurse practitioner will be increasing to 4 days/week, with potential for 64 visits per week.

Goal #3: Since the PNP is now credentialed through Inland Empire Health Plan and the State of California, the program has reached sustainability by now billing for services. The Behavioral Health Clinicians (LMFT and Psychological Associate) will be able to bill for services pending new legislation described above. The Psychological Associate is now accruing post-doctoral licensure hours and once licensed as a clinical psychologist, will also be able to bill for services.

Evaluation of goal #3: We expect the program to be sustainable pending the new legislation and staff retention.

Final number of District residents served:

Total: 90

Please answer the following questions

1. Please describe any specific issues/barriers in meeting the proposed program/project goals:

The barrier in meeting proposed project goals stated in the previous progress reports was an issue throughout the grant project period. Already a designated health professional shortage area, the shortage in the Coachella Valley has been exacerbated by the COVID pandemic. COVID-19, burnout, and poor pay are cited as factors in a Morning Consult poll conducted among 1,000 U.S. health care workers in September 2021 where 1 in 5 workers have quit their jobs since COVID hit the U.S. Due to psychotherapist staff shortages, DAP was unable to increase patient caseload as planned. However, this grant allowed us to hire an LMFT and a Psychological Associate, and without these clinicians there would have been an even greater shortage of mental health services available.

2. Please describe any unexpected successes other than those originally planned

The clinical internship stated in the previous two reports allowed us to increase access to therapy, which has been very successful. The intern is now continuing with a post-doctoral residency which began in May 2022. Existing patients of DAP were able to access psychotherapy and receive treatment and would not have been able to see a therapist otherwise. Other unexpected successes include the ability to offer couples counseling and a new treatment protocol for transgender patients.

3. After the initial investment by the DHCD how will the program/project be financially sustained?

Since the PNP is now credentialed through Inland Empire Health Plan and the State of California, the psychiatry program is sustained by billing for services. We have now been able to hire two new LCSWs, and with SB966 pending legislation we hope to be able to bill for interns and LMFTs in the future.

4. List five things to be done differently if this project/program were to be implemented again

- 1) Continue aggressive recruitment for licensed clinicians
- 2) Add additional clinical internship training placements from nearby universities
- 3) Continue to offer work schedule flexibility
- 4) Evaluate case load productivity expectations and make adjustments as appropriate
- 5) Continue interdepartmental/collaborative case consultations, training, and collegial interaction and team building

**BOARD AND STAFF COMMUNICATIONS & POLICIES COMMITTEE MEETING
MEETING MINUTES
October 18, 2022**

Directors Present		District Staff Present	Absent
Chair/Director Leticia De Lara, Chair Director Les Zendle, MD		Conrado E. Bárzaga, MD, CEO Chris Christensen, CAO Donna Craig, Chief Program Officer Alejandro Espinoza, Chief of Community Engagement Jana Trew, Senior Program Officer, Behavioral Health Eric Taylor, Accounting Manager Andrea S. Hayles, Clerk of the Board	Vice-President Evet PerezGil
AGENDA ITEMS	DISCUSSION	ACTION	
I. Call to Order	The meeting was called to order at 5:05 p.m. by Chair De Lara.		
II. Approval of Agenda	Chair De Lara asked for a motion to approve the agenda.	Moved and seconded by Director Zendle and Director De Lara to approve the agenda. Motion passed unanimously.	
III. Meeting Minutes	Chair De Lara asked for a motion to approve the June 15, 2022, meeting minutes.	Moved and seconded by Director Zendle and Director De Lara to approve the June 15, 2022, meeting minutes. Motion passed unanimously.	
IV. Public Comment	There were no public comments.		
V. Old Business	There was no Old Business to report.		
VI. New Business – Existing Policy Revisions			
1. Policy #OP-05 – Grant & Mini Grant Policy	Conrado Bárzaga, MD, CEO, described the revisions to the grant and mini grant policy describing the request to the board incorporating a declination appeals process and increasing the mini grants requirements from \$5,000 to \$10,000. The policy has existed for the past 20-25 years when \$5,000 had a higher value. Additionally, it is an equity issue for agencies that serve communities of color and their	Moved and seconded by Director Zendle and Director De Lara to approve Policy #OP-05 – Grant & Mini Grant Policy and forward to the Board for approval an increase in mini-grants from \$5,000 to \$10,000, the recommended modifications to 2.a., and the removal of 5.a. Motion passed unanimously.	

BOARD AND STAFF COMMUNICATIONS & POLICIES COMMITTEE MEETING
MEETING MINUTES
October 18, 2022

	<p>need for funding, including their structure and limitations, such as audited financials.</p> <p>The committee suggested rephrasing the increase in the mini-grant policy for organizations that assist the underserved without a wealthy donor base and audited financials while also broadening the scope to include language related to equity.</p> <p>Dr. Bárzaga, CEO, described the moderate and high priority goals as prerequisites for application submissions, explaining the internal review process and the eligibility requirements, the criteria of the grant policy, and the Program Committee's role, such as a declination and the board making the final determination of the policy decision.</p> <p>The committee discussed the declination grant review process suggesting the removal of 5.a. – declined due to stated criteria area since the matter is forwarded to the board for further discussion. The appeal in 2.a. should clarify the language that involves informing the Program Committee for possible review of the appeal, including staff and legal counsels' evaluation in the grant appeal process section. The inclusion of any declined applications submitted to the board for review and possible approval,</p>	
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**BOARD AND STAFF COMMUNICATIONS & POLICIES COMMITTEE MEETING
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	<p>which is currently an option in the staff report to the Program Committee, including approval with modifications or submission to the board.</p> <p>The committee suggested reinforcing the Program Committee policy to recommend, approve with modifications, or decline and deferred to the board of directors for review.</p>	
2. Policy #BOD-03 – Appointment & Duties for Committees	Dr. Bárzaga, CEO, described minor modifications with the addition of item 6. to the appointment and duties for committee policy	Moved and seconded by Director Zendle and Director De Lara to approve Policy #BOD-03 – Appointment & Duties for Committees and forward to the Board for approval. Motion passed unanimously.
3. Policy #BOD-07 – Board Meeting Agenda	Dr. Bárzaga, CEO, described the minor modifications to the board meeting agenda policy.	Moved and seconded by Director Zendle and Director De Lara to approve Policy #BOD-07 – Board Meeting Agenda and forward to the Board for approval. Motion passed unanimously.
4. Policy #BOD-16 – Proprietary, Confidentiality and Personal Information	Dr. Bárzaga, CEO, described the minor modifications to the proprietary, confidentiality and personal information policy.	Moved and seconded by Director Zendle and Director De Lara to approve Policy #BOD-16 – Proprietary, Confidentiality and Personal Information and forward to the Board for approval. Motion passed unanimously.
5. Policy #OP-01 – Access to Public Records	Dr. Bárzaga, CEO, described the minor modifications to the access to public records policy.	Moved and seconded by Director Zendle and Director De Lara to approve Policy #OP-01 – Access to Public Records and forward to the Board for approval. Motion passed unanimously.

**BOARD AND STAFF COMMUNICATIONS & POLICES COMMITTEE MEETING
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<p>6. Policy #OP-03 – Records Retention</p>	<p>Dr. Bárzaga, CEO, described the minor modifications to the records retention policy.</p>	<p>Moved and seconded by Director Zendle and Director De Lara to approve Policy #OP-03 – Records Retention and forward to the Board for approval. Motion passed unanimously.</p>
<p>7. Policy #OP-04 – Electronic Communications Usage and Retention</p>	<p>Dr. Bárzaga, CEO, described the minor modifications to the electronic communications usage and retention policy.</p>	<p>Moved and seconded by Director Zendle and Director De Lara to approve Policy #OP-04 – Electronic Communications Usage and Retention and forward to the Board for approval. Motion passed unanimously.</p>
<p>8. Policy #OP 15 – Engagement of the Community, Public, and Subject Matter Experts</p>	<p>Dr. Bárzaga, CEO, described the minor modifications to the engagement of the community, public, and subject matter experts.</p>	<p>Moved and seconded by Director Zendle and Director De Lara to approve Policy #OP 15 – Engagement of the Community, Public, and Subject Matter Experts and forward to the Board for approval. Motion passed unanimously.</p>
<p>VI. Future Topics & Issues</p>	<p>Chair De Lara inquired about the new appointment of officers in December with the committee assignments in January. Staff and the committee discussed the policy of the newly elected board members assuming office at noon on the first Friday of December following the general election and sworn in by or at the first Board meeting following that date. The committee requested that staff obtain clarification from legal counsel.</p>	
<p>VII. Adjournment</p>	<p>Chair De Lara adjourned the meeting at 5:44 p.m.</p>	<p>Audio recording available on the website at https://www.dhcd.org/Agendas-and-Documents</p>



**BOARD AND STAFF COMMUNICATIONS & POLICIES COMMITTEE MEETING
MEETING MINUTES
October 18, 2022**

ATTEST: _____

Leticia De Lara, Chair/Director

Board and Staff Communications & Policies Committee

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

DRAFT

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Of Counsel
JAMES R. DODSON

Date: October 21, 2022

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

From: Jeffrey G. Scott, General Counsel

Re: Governor to end COVID-19 State of Emergency

On October 17, 2022, Governor Newsom announced the COVID-19 State of Emergency will end on **February 28, 2023**. This should give the healthcare system in California needed flexibility to handle any potential surge that may occur after the holidays.

With respect to the Brown Act, after February 28, 2023, the District will have the option to utilize recently passed AB 2449 (Rubio) for teleconference “Zoom” meetings or go back to the pre-pandemic Brown Act teleconference requirements.

As reported last month, pursuant to AB 2449, agencies are not obligated to post agendas at all teleconference locations, are not obligated to identify all teleconference locations on the agenda, and are not obligated to make each teleconference location open to the public.

However, AB 2449 does require that **at least a quorum** of the members of the Board must participate in-person at a single location, open to the public, identified on the agenda, and within the District boundaries. To attend board meetings remotely, Board members must have “just cause” or “emergency circumstances.” Just cause can only be utilized by a Board member for no more than 2 meetings per calendar year for any of the following reasons:

- A childcare or caregiving need of a family member requires them to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability.
- Travel while on official business of the District.

Under emergency circumstances, the member must request the Board allow them to participate remotely due to a physical or family medical emergency that prevents a member from attending the meeting in person. Emergency circumstances can only be utilized for no more than three consecutive months or 20 percent of the regular meetings for the agency within a calendar year.