



DESERT HEALTHCARE
DISTRICT & FOUNDATION

To achieve optimal health at all stages of life for all District residents

DESERT HEALTHCARE DISTRICT
BOARD MEETING
Special Meeting of the Board of Directors
December 17, 2024
5:30 P.M.

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

This meeting is handicapped-accessible

In lieu of attending the meeting in person, members of the public can participate by webinar using the following link:

<https://us02web.zoom.us/j/88671987917?pwd=T29iRktfDZlRDM3lTbmJDWkFiMnVMdz09>
Password: 355860

Members of the public can also participate by telephone, using the following dial in information:

(669) 900-6833 or Toll Free (833) 548-0282
Webinar ID: 886 7198 7917
Password: 355860

You may also email ahayles@dhcd.org with your public comment no later than 3 p.m., Monday, 12/17

<i>Page(s)</i>	AGENDA	<i>Item Type</i>
	<i>Any item on the agenda may result in Board Action</i>	
	A. CALL TO ORDER – President Rogers, RN Roll Call Director PerezGil ___ Director Shorr ___ Director De Lara ___ Director Logsdon, MD ___ Secretary Barraza ___ Vice-President Rodriguez ___ President Rogers, RN	
	B. PLEDGE OF ALLEGIANCE	
1-3	C. APPROVAL OF AGENDA	
	D. PUBLIC COMMENT At this time, comments from the audience may be made on items <i>not</i> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.	
	E. CONSENT AGENDA	Action
	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>	



DESERT HEALTHCARE
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- 4-13 1. BOARD MINUTES
 - a. Board of Directors Meeting – November 26, 2024
- 14-40 2. FINANCIALS
 - a. November 2024 Financial Statements – F&A Approved December 11, 2024
- 41-69 3. LAS PALMAS MEDICAL PLAZA
 - a. Desert Physicians Medical Group Health (DPMG Health) – Suite 1W-104 – 5-Year Lease
 - b. Desert Physicians Medical Group Health (DPMG Health) – Suite 3W-101– 5-Year Lease
- 70-98
- 99-103 4. CEO DISCRETIONARY FUND
 - a. Increase the CEO Discretionary Fund by \$50,000 (totaling \$100,000) through the end of the fiscal year ending June 30, 2025
- 104-107 5. BUDGET MODIFICATION
 - a. Grant #1333 – Lideres Campesinas Budget Modification

F. STRATEGIC FUNDING

Actions

- 108-130 1. Grant #1476 Desert ARC: Desert ARC Health Care Program – \$ 139,495
- 131-162 2. Grant #1485 OneFuture Coachella Valley: RN Expansion Project – \$374,900 for two years

G. REPORTS

- 163 1. Desert Regional Medical Center CEO Report – Michele Finney, CEO Information
- 163 2. Desert Healthcare District CEO Report – Chris Christensen, CEO
- 164 a. 2025 Committee Assignments Information
- 164 b. Appointment of Directors to the Desert Regional Medical Center Governing Board Information
- 164 c. Board of Directors District and Foundation Orientation Information
- 164 d. Sponsorships **Actions**
 - 165-170 i. Consideration to approve a \$5,000 Sponsorship to The Don't Mind Me Foundation (DMM) 4th Annual Don't Mind Me Gala – March 8, 2025
 - 171-173 ii. Consideration to approve a \$5,000 Silver Sponsorship to the California Farmworker Foundation Día De La Familia – March 16, 2025
 - 174-176 iii. Consideration to approve a \$10,000 Ruby Sponsor to Stepping Out for COD – Citizens of Distinction Gala – January 16, 2025
 - 177-180 iv. Consideration to approve a \$12,500 Supporting Sponsor to the DAP Health Steve Chase Awards – March 29, 2025



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181-187 v. Consideration to approve a \$10,000 Out of the Past Sponsorship to The Joslyn Center Café Noir Wine and All That Jazz – January 14, 2025

188-189 e. CEO Engagements and District Media Visibility

3. Legal – Jeffrey G. Scott, Esq., Law Offices of Jeffrey G. Scott

Information

Information

Information

H. COMMITTEE MEETINGS

1. PROGRAM COMMITTEE – Chair/President Evett PerezGil, and Director Leticia De Lara

190-193 a. Draft Meeting Minutes – December 10, 2024

194-208 b. Progress and Final Reports Update

209-210 c. Grant Applications Status Report

211-214 d. Grant Status Report/Update – Grant #1468 Eisenhower Health – \$1,989,493 – 3 years to support Psychiatric Care Expansion and Psychiatry Residency Program

215 e. Grant Payment Schedule

2. FINANCE, LEGAL, ADMINISTRATION & REAL ESTATE COMMITTEE – Chair/Treasurer Arthur Shorr, President Evett PerezGil, and Director Leticia De Lara

216-218 a. Draft Meeting Minutes – December 11, 2024

I. BOARD MEMBER COMMENTS

J. ADJOURNMENT

The undersigned certifies that a copy of this agenda was posted in the front entrance to the Desert Healthcare District offices located at 1140 North Indian Canyon Drive, Palm least Springs, California, and the front entrance of the Desert Healthcare District office located at the Regional Access Project Foundation, 41550 Eclectic Street, Suite G100, Palm Desert California at 72 hours prior to the meeting. If you have a disability or require a translator for accommodation to enable you to participate in this meeting, please email Andrea S. Hayles, Special Assistant to the CEO and Board Relations Officer at ahayles@dhcd.org or call (760) 567-0298 at least 72 hours prior to the meeting.

Andrea S. Hayles

Andrea S. Hayles, Board Relations Officer



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

AGENDA ITEMS	DISCUSSION	ACTION
A. Call to Order Roll Call	President PerezGil called the meeting to order at 5:30 p.m. The Clerk of the Board called the roll with all directors present.	
B. Pledge of Allegiance	President PerezGil led the pledge of allegiance.	
C. Approval of Agenda	Chris Christensen, CEO, recommended consideration of the board to move items G.3.b. and G.3.c. from the District agenda to the Foundation agenda as items E.1.e. and E.1.f. President PerezGil asked for a motion to approve the agenda moving items G.3.b. Annual Holiday Board & Staff Dinner and G.3.c. Annual Employee Holiday Gift Card Purchase to the Foundation agenda.	#24-71 MOTION WAS MADE by Director Zendle and seconded by Director De Lara to approve the agenda moving items G.3.b. and G.3.c. to the Foundation agenda. Motion passed unanimously. AYES – 7 President PerezGil, Vice-President Zavala, Secretary Barraza, Director Shorr, Director Rogers, Director Zendle, and Director De Lara NOES – 0 ABSENT – 0

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<p>D. Public Comment</p>	<p>There were no public comments.</p>	
<p>E. Consent Agenda</p> <ol style="list-style-type: none"> 1. BOARD MINUTES <ol style="list-style-type: none"> a. Board of Directors Meeting – October 22, 2024 2. FINANCIALS <ol style="list-style-type: none"> a. October 2024 Financial Statements – F&A Approved November 13, 2024 3. LAS PALMAS MEDICAL PLAZA <ol style="list-style-type: none"> a. Cohen, Musch, & Thomas Medical Group – Suite 3E-101 – Lease Addendum #2 – Expiration May 31, 2025 b. Desert Oasis Healthcare – Suite 2W-107 – Lease Extension Addendum #2 c. Brad A. Wolfson, MD – Suite 2W-101 – Lease transfer to Inland Urology PC, LLC 4. AGREEMENTS <ol style="list-style-type: none"> a. Inland Empire Health Plan (IEHP) Connect IE Project Services – Professional Services Agreement Amendment #1 – NTE Recipient Amount of \$71,040 for 2025 5. POLICIES <ol style="list-style-type: none"> a. Policy BOD-21 – Meeting & Insurance Compensation – FY 24-25 – \$3,250 increase from \$13,000 to \$16,250 6. OFFICE CLOSURE <ol style="list-style-type: none"> a. Annual Holiday Office Closure – December 26-31, 2024 	<p>President PerezGil asked for a motion to approve the consent agenda.</p> <p>Director De Lara removed item 6.a. regarding the Annual Holiday Office Closure, ensuring that senior leadership's out-of-office replies mention contacting the CEO for any emergencies during the holiday closure period.</p>	<p>#24-72 MOTION WAS MADE by Director De Lara and seconded by Director Shorr to approve the consent agenda removing item 6.a.</p> <p>Motion passed unanimously. AYES – 7 President PerezGil, Vice-President Zavala, Secretary Barraza, Director Shorr, Director Rogers, Director Zendle, and Director De Lara</p> <p>NOES – 0</p> <p>ABSENT – 0</p> <p>#24-73 MOTION WAS MADE by Director Shorr and seconded by Vice-President Zavala to approve the consent agenda item 6.a.</p> <p>Motion passed unanimously. AYES – 7 President PerezGil, Vice-President Zavala, Secretary Barraza, Director Shorr, Director Rogers, Director Zendle, and Director De Lara</p> <p>NOES – 0</p> <p>ABSENT – 0</p>
<p>F. Remarks for Outgoing Board Members</p>	<p>Palm Desert Mayor Karina Quintanilla delivered remarks and presented Vice-President Zavala with a proclamation</p>	



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	<p>honoring her term of service to the District.</p> <p>Shayra Hernandez, Director of Stakeholder Engagement from Congressman Raul Ruiz's office, presented Vice-President Zavala, who served for four years, and Director Zendle, who served for eight years, with certificates of recognition as outgoing directors.</p> <p>Kimberly Barraza, Secretary and Senior District Representative for Assemblymember Eduardo Garcia, also presented Vice-President Zavala and Director Zendle with certificates acknowledging their contributions to the District.</p> <p>Greg Rodriguez, Deputy Director of Government Affairs and Community Engagement for Riverside County's Housing and Workforce Solutions Department, provided public comments regarding Directors Zavala and Zendle's service to the District.</p> <p>Chris Christensen, CEO, presented Vice-President Zavala and Director Zendle with proclamations from the City of Palm Springs, as well as a distinction from the District in recognition of their service as outgoing directors.</p>	
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**DESERT HEALTHCARE DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
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<p>G. Reports</p> <p>a. Desert Regional Medical Center CEO Report – Michele Finney, CEO</p> <p>b. Desert Regional Medical Center Governing Board Meeting –President Evett PerezGil and Director Les Zendle, MD</p> <p>c. Desert Healthcare District CEO Report – Chris Christensen, CEO</p> <p>a. Sponsorships</p> <p>i. Consideration to approve a \$10,000 sponsorship for the 2025 Palm Springs Health Run – January 25, 2025</p>	<p>Michele Finney, CEO of Desert Regional Medical Center and the Desert Care Network, highlighted the positive results of the DNV Stroke Survey, the \$2.5M donation to the DAP Health affordable housing development, the capital and construction projects, and the ballot passage of Measure AA.</p> <p>President PerezGil presented a brief overview of the governing board meeting held in October, emphasizing the semi-annual compliance review and the nationwide IV shortage.</p> <p>Director Zendle summarized the November governing board meeting, focusing on Michele Finney’s CEO report, the credentialing and privileging process, the quality report, the Leapfrog results, which received a B grade, and the ongoing efforts to improve the grade to an A.</p> <p>Chris Christensen CEO described the \$10k sponsorship request for the 2025 Palm Springs Health and Wellness Run the District previously sponsored in</p>	<p>#24-74 MOTION WAS MADE by Director Zendle and seconded by Director Shorr to approve a \$10,000 sponsorship for the 2025 Palm Springs Health Run – January 25, 2025, \$5,000 sponsorship to Brothers of the</p>
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**DESERT HEALTHCARE DISTRICT
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<p>ii. Consideration to approve a \$5,000 sponsorship to Brothers of the Desert Sixth Annual Wellness Summit – “The Power of Authenticity” – March 22, 2025</p> <p>iii. Consideration to approve a \$5,000 sponsorship for Jewish Family Services of the Desert (JFS) 22nd Annual Patron Party – December 8, 2024</p> <p>iv. Consideration to approve a \$5,000 sponsorship for Alianza Coachella Valley’s “Celebrando Nuestro Impacto” Event – January 30, 2025</p>	<p>collaboration with the District’s 75th Anniversary.</p> <p>Mr. Christensen, CEO, described the \$5k sponsorship request for Brothers of the Desert Sixth Annual Wellness Summit.</p> <p>Mr. Christensen, CEO, described the sponsorship \$5k request for Jewish Family Services of the Desert (JFS) 22nd Annual Patron Party.</p> <p>Mr. Christensen, CEO, described the \$5k sponsorship request for Alianza Coachella Valley’s “Celebrando Nuestro Impacto” Event.</p> <p>The board inquired about sponsorships under \$5,000 and discussed the possibility of increasing the budget for the CEO’s discretionary fund. Additionally, the board engaged in a lengthy discussion about the sponsorship process for health runs and how to effectively disseminate information to the public.</p>	<p>Desert Sixth Annual Wellness Summit – “The Power of Authenticity” – March 22, 2025, \$5,000 sponsorship for Jewish Family Services of the Desert (JFS) 22nd Annual Patron Party – December 8, 2024, and \$5,000 sponsorship for Alianza Coachella Valley’s “Celebrando Nuestro Impacto” Event – January 30, 2025.</p> <p>Motion passed unanimously. AYES – 7 President PerezGil, Vice-President Zavala, Secretary Barraza, Director Shorr, Director Rogers, Director Zendle, and Director De Lara</p> <p>NOES – 0</p> <p>ABSENT – 0</p>
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<p>b. Annual Holiday Board & Staff Dinner – NTE \$5,000</p>	<p>The matter was moved for discussion to the Foundation agenda.</p>	
<p>c. Annual Employee Holiday Gift Card Purchase – NTE \$2,500</p>	<p>The matter was moved for discussion to the Foundation agenda.</p>	
<p>d. Annual Holiday Staff Team-Building Luncheon</p>	<p>Mr. Christensen, CEO, described the staff’s annual holiday team-building luncheon.</p>	
<p>e. Stepping Out for COD – Citizens of Distinction Gala – January 16, 2025</p>	<p>Mr. Christensen, CEO, provided an overview of the recognition from College of the Desert for the District’s collaboration with the Healthcare Workforce Leadership Roundtable at their Citizens of Distinction Gala.</p>	
<p>f. Temporary Employee – Belen Navarro</p>	<p>Mr. Christensen, CEO, provided an overview of Belen Navarro, a promotora and 6-month temporary employee assisting with vaccination events as part of the USAging grant award.</p>	
<p>g. Existing and Future Strategic Planning</p>	<p>Mr. Christensen detailed the passage of Measure AA, outlined the remaining two years of the strategic plan, and presented additional options for the board to consider. Staff recommended that the board continue with the current strategic plan for those two years while planning and developing</p>	

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<p>h. CEO Engagements and District Media Visibility</p> <p>4. Legal – Jeffrey G. Scott, Esq., Law Offices of Jeffrey G. Scott</p> <p> a. 2024 Brown Act Legislation</p> <p> i. AB 2302 (Addis)</p> <p> ii. AB 2715 (Boerner)</p> <p> b. Consideration of filing a Validation Action related to the Lease Purchase Agreement</p>	<p>future funding opportunities for grants, programs, and health facilities.</p> <p>After a lengthy discussion, the board decided to proceed with option 2, which involves holding a facilitated workshop in February or March to brainstorm and develop a new strategic plan. During this time, President PerezGil announced the dissolution of the Hospital Lease Ad Hoc Committee.</p> <p>Mr. Christensen, CEO, highlighted the engagements and media visibility throughout the month.</p> <p>Jeff Scott, Legal Counsel, provided an update on AB 2302 and AB 2715 related to the Brown Act.</p> <p>Counsel Scott described the background of validation actions by California Healthcare Districts and the appropriate action by the board to initiate a validation action aimed at legally affirming the validity of the Lease Purchase Agreement between the District and Tenet.</p>	<p>#24-75 MOTION WAS MADE by Director Zendle and seconded by Director Shorr to direct the General Counsel to take appropriate action to file a Validation Action related to the approval of the Lease Purchase Agreement. Motion passed unanimously. AYES – 7 President PerezGil, Vice-President Zavala, Secretary Barraza, Director Shorr, Director Rogers, Director Zendle, and Director De Lara</p>
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BOARD OF DIRECTORS MEETING MINUTES
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		NOES – 0 ABSENT – 0
<p>H. Committee Meetings</p> <p>H.1. Program Committee</p> <p>a. Draft Meeting Minutes – November 12, 2024</p> <p>b. Progress Reports Update</p> <p>c. Final Reports Update</p> <p>d. Grant Applications Status Report</p> <p>e. Grant Payment Schedule</p> <p>f. Update on the Regional Access Project Foundation/Desert Healthcare District 2022-2023 Mental Health Funding Partnership</p> <p>g. Recommendation from the Program Committee to Continue with the Due Diligence Process – Grant #1466 Eisenhower Health – \$1,989,493 – 3 years to support Psychiatric Care Expansion and Psychiatry Residency Program</p>	<p>President PerezGil inquired about any questions concerning Program Committee meeting items a - f.</p> <p>There were no questions or comments.</p> <p>Mr. Christensen, CEO, provided an overview of the Program Committee’s recommendation to continue with the due diligence process of the Eisenhower Health grant request.</p> <p>Counsel Scott presented an overview of the hospital lease, and the restrictions associated with the grant, describing his request that Tenet provide a written response regarding potential conflicts with the lease.</p>	<p>#24-76 MOTION WAS MADE by Director Barraza and seconded by Director De Lara to approve Continuing with the Due Diligence Process – Grant #1466 Eisenhower Health – \$1,989,493 – 3 years to support Psychiatric Care Expansion and Psychiatry Residency Program. Motion passed 4-2. AYES – 4 Vice-President Zavala, Secretary Barraza, Director Rogers, and Director De Lara NOES – 2 President PerezGil and Director Zendle ABSENT – 0 ABSTAIN – 1 Director Shorr</p>

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BOARD OF DIRECTORS MEETING MINUTES
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<p>H.2. Finance, Legal, Administration, and Real Estate Committee</p> <p>a. Draft Meeting Minutes – November 13, 2024</p> <p>b. Mitrastech - Trakstar Performance Management Platform – 3-year agreement</p> <p>c. District Portfolio Investments Review - Keith Stribling, CFA, Senior Portfolio Manager, PFM Asset Management LLC – Q2 & Q3 2024</p>	<p>Director Shorr provided a brief overview of the F&A Committee meeting items a - c.</p> <p>There were no questions or comments.</p>	
<p>I. Old Business</p> <p>1. Coachella Valley Association of Governments (CVAG) CV Link Project Q3 – July 1, 2024 - September 30, 2024, Report</p>	<p>President PerezGil inquired about any questions concerning the CVAG CV Link Project Q3 report.</p> <p>There were no questions or comments.</p>	
<p>J. Board Member Comments</p>	<p>Director De Lara described the event organized by promotoras in Mecca, where she met Belen Navarro, the temporary employee for the district.</p> <p>Director Rogers discussed a free mobile clinic event that provided showers, complimentary lunches, clothing, and resident physicians to address the healthcare needs of unhoused individuals.</p>	



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K. Adjournment	President PerezGil adjourned the meeting at 7:42 p.m.	Audio recording available on the website at http://dhcd.org/Agendas-and-Documents
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ATTEST: _____
Kimberly Barraza, Secretary, Board of Directors
Desert Healthcare District and Foundation

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

DRAFT



Chief Administration Officer's Report

December 11, 2024

Las Palmas Medical Plaza - Property Management:

Occupancy:

See attached unit rental status report.

94.6% currently occupied –

Total annual rent including CAM fees is **\$1,461,064**.

Leasing Activity:

Two leases will be presented during today's agenda for the remaining vacant suites (1W-104 & 3W-101), which will bring our occupancy up to 100%.

Las Palmas Medical Plaza

Unit Rental Status

As of December 1, 2024

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									
											\$ 0.86		
1W, 104	Vacant					1,024	2.07%						
3W, 101	Vacant					1,656	3.36%						
Total - Vacancies						2,680	5.43%						
Total Suites - 32 - 30 Suites Occupied		\$ 53,732.40				49,356	94.57%	\$ 82,718.19	\$ 992,618.28	\$ 1.77	\$ 39,037.12	\$ 121,755.31	\$ 1,461,063.72
Summary - All Units													
			Occupied	46,676	94.57%								
			Vacant	2,680	5.43%								
			Pending	0	0.00%								
			Total	49,356	100%								

DESERT HEALTHCARE DISTRICT
NOVEMBER 2024 FINANCIAL STATEMENTS
INDEX
Year to Date Variance Analysis
Cumulative Profit & Loss Budget vs Actual - Summary
Cumulative Profit & Loss Budget vs Actual - District Including LPMP
Cumulative Profit & Loss Budget vs Actual - LPMP
Balance Sheet - Condensed View
Balance Sheet - Expanded View
Accounts Receivable Aging
Deposit Detail - District
Property Tax Receipts - YTD
Deposit Detail - LPMP
Check Register - District
Credit Card Expenditures
Check Register - LPMP
CEO Discretionary Fund
Retirement Protection Plan Update
Grants Schedule

**DESERT HEALTHCARE DISTRICT
YEAR TO DATE VARIANCE ANALYSIS
ACTUAL VS BUDGET
FIVE MONTHS ENDED NOVEMBER 30, 2024**

Scope: \$25,000 Variance per Statement of Operations Summary				
Account	YTD		Over(Under)	Explanation
	Actual	Budget	Budget	
4000 - Income	\$ 1,666,225	\$ 696,777	\$ 969,448	Higher interest income and market fluctuations (net) from FRF investments \$954k; higher property tax revenues \$15k
4501 - Misc. Income	\$ 71,500	\$ 178,750	\$ (107,250)	Lower revenue from Environmental Health Summit sponsorships \$104k; lower misc \$3k
5000 - Direct Expenses	\$ 692,133	\$ 907,410	\$ (215,277)	Lower wages expense \$132k; lower education expense \$31k; lower health insurance expense \$27k; lower board expenses \$17k; lower retirement expense \$11k; higher workers comp \$3k
6325-CEO Discretionary Fund	\$ 49,249	\$ 20,835	\$ 28,414	Budget of \$50,000 for fiscal year is amortized straight-line over 12-month fiscal year.
6445 - LPMP Expense	\$ 427,379	\$ 565,690	\$ (138,311)	Lower depreciation expenses \$65k; lower interior building expense \$16k; lower internal property management allocation \$10k; lower plumbing expense \$9k; lower deferred maintenance expense \$7k; lower landscaping expense \$6k; lower marketing expense \$6k; lower extermination expense \$5k; lower rubbish removal expense \$3k; lower lighting expense \$2k; lower misc expense \$9k
6500 - Professional Fees Expense	\$ 681,593	\$ 874,795	\$ (193,202)	Lower professional services expense \$288k; higher legal expense \$90k; higher PR/Communications expense \$4k
7000 - Grants Expense	\$ 102,913	\$ 2,083,335	\$ (1,980,422)	As of November 30, 2024, there are \$4,857,202 remaining in the fiscal year grant budget, with a total of \$39,885 in carry over and unexpended grant funds.
Las Palmas Medical Plaza - Net	\$ 188,377	\$ 58,240	\$ 130,137	LPMP expenses lower \$138k; LPMP revenue lower \$8k

Desert Healthcare District
Profit & Loss Budget vs. Actual
July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
Income						
4000 · Income	92,607	119,015	(26,408)	1,666,225	696,777	969,448
4500 · LPMP Income	121,511	124,786	(3,275)	615,756	623,930	(8,174)
4501 · Miscellaneous Income	0	750	(750)	71,500	178,750	(107,250)
Total Income	214,118	244,551	(30,433)	2,353,482	1,499,457	854,025
Expense						
5000 · Direct Expenses	133,144	178,110	(44,966)	692,133	907,410	(215,277)
6000 · General & Administrative Exp	53,674	58,805	(5,131)	269,097	294,025	(24,928)
6325 · CEO Discretionary Fund	20,749	4,167	16,582	49,249	20,835	28,414
6445 · LPMP Expenses	80,797	113,138	(32,341)	427,379	565,690	(138,311)
6500 · Professional Fees Expense	51,396	174,959	(123,563)	681,593	874,795	(193,202)
6600 · Mobile Medical Unit	1,359	417	942	1,359	2,085	(726)
6700 · Trust Expenses	5,957	6,055	(98)	7,909	30,275	(22,366)
Total Expense Before Grants	347,076	535,651	(188,575)	2,128,723	2,695,118	(566,395)
7000 · Grants Expense	(8,715)	416,667	(425,382)	102,913	2,083,335	(1,980,422)
Net Income	(124,243)	(707,767)	583,524	121,846	(3,278,996)	3,400,842

Desert Healthcare District
Profit & Loss Budget vs. Actual
 July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
Income						
4000 · Income						
4010 · Property Tax Revenues	0	40,681	(40,681)	320,347	305,107	15,240
4200 · Interest Income						
4220 · Interest Income (FRF)	25,707	106,667	(80,960)	529,414	533,335	(3,921)
9999-1 · Unrealized gain(loss) on invest	64,900	(30,333)	95,233	806,291	(151,665)	957,956
Total 4200 · Interest Income	90,607	76,334	14,273	1,335,705	381,670	954,035
4300 · DHC Recoveries	2,000	2,000	0	10,173	10,000	173
Total 4000 · Income	92,607	119,015	(26,408)	1,666,225	696,777	969,448
4500 · LPMP Income	121,511	124,786	(3,275)	615,756	623,930	(8,174)
4501 · Miscellaneous Income	0	750	(750)	71,500	178,750	(107,250)
Total Income	214,118	244,551	(30,433)	2,353,482	1,499,457	854,025
Expense						
5000 · Direct Expenses						
5100 · Administration Expense						
5110 · Wages Expense	104,369	120,399	(16,030)	508,982	618,855	(109,873)
5111 · Allocation to LPMP - Payroll	(3,325)	(7,139)	3,814	(25,934)	(35,695)	9,761
5112 · Vacation/Sick/Holiday Expense	15,056	15,000	56	71,992	75,000	(3,008)
5114 · Allocation to Foundation	(17,258)	(17,692)	434	(83,725)	(88,460)	4,735
5119 · Allocation-FED FUNDS/CVHIP-DHCF	(8,196)	0	(8,196)	(24,207)	0	(24,207)
5120 · Payroll Tax Expense	7,957	10,333	(2,376)	41,813	51,665	(9,852)
5130 · Health Insurance Expense						
5131 · Premiums Expense	18,611	23,553	(4,942)	95,096	117,765	(22,669)
5135 · Reimb./Co-Payments Expense	793	1,800	(1,007)	5,166	9,000	(3,834)
Total 5130 · Health Insurance Expense	19,404	25,353	(5,949)	100,262	126,765	(26,503)
5140 · Workers Comp. Expense	1,216	572	644	6,209	2,860	3,349
5145 · Retirement Plan Expense	8,229	11,154	(2,925)	44,800	55,770	(10,970)
5160 · Education Expense	100	7,417	(7,317)	5,789	37,085	(31,296)
Total 5100 · Administration Expense	127,552	165,397	(37,845)	645,981	843,845	(197,864)
5200 · Board Expenses						
5210 · Healthcare Benefits Expense	1,358	4,109	(2,751)	10,634	20,545	(9,911)
5230 · Meeting Expense	2,645	3,708	(1,063)	19,944	18,540	1,404
5235 · Director Stipend Expense	463	3,646	(3,183)	10,998	18,230	(7,232)
5240 · Catering Expense	752	1,000	(248)	3,817	5,000	(1,183)
5250 · Mileage Reimbursement Expense	374	250	124	759	1,250	(491)
Total 5200 · Board Expenses	5,592	12,713	(7,121)	46,152	63,565	(17,413)
Total 5000 · Direct Expenses	133,144	178,110	(44,966)	692,133	907,410	(215,277)

Desert Healthcare District
Profit & Loss Budget vs. Actual
July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
6000 · General & Administrative Exp						
6110 · Payroll fees Expense	231	208	23	1,132	1,040	92
6120 · Bank and Investment Fees Exp	7,622	5,200	2,422	30,971	26,000	4,971
6125 · Depreciation Expense	2,165	2,500	(335)	10,810	12,500	(1,690)
6126 · Depreciation-Solar Parking lot	15,072	15,072	0	75,360	75,360	0
6127 · Depreciation - Autos	6,409	6,409	0	32,045	32,045	0
6130 · Dues and Membership Expense	2,758	5,429	(2,671)	10,585	27,145	(16,560)
6200 · Insurance Expense	4,625	4,692	(67)	23,225	23,460	(235)
6300 · Minor Equipment Expense	0	42	(42)	0	210	(210)
6305 · Auto Allowance & Mileage Exp	554	500	54	3,047	2,500	547
6306 · Staff- Auto Mileage reimb	83	625	(542)	1,852	3,125	(1,273)
6309 · Personnel Expense	0	375	(375)	926	1,875	(949)
6310 · Miscellaneous Expense	0	42	(42)	0	210	(210)
6311 · Cell Phone Expense	839	1,000	(161)	3,793	5,000	(1,207)
6312 · Wellness Park Expenses	0	83	(83)	0	415	(415)
6315 · Security Monitoring Expense	29	50	(21)	245	250	(5)
6340 · Postage Expense	0	333	(333)	656	1,665	(1,009)
6350 · Copier Rental/Fees Expense	370	500	(130)	1,617	2,500	(883)
6351 · Travel Expense	337	2,500	(2,163)	9,559	12,500	(2,941)
6352 · Meals & Entertainment Exp	145	2,833	(2,688)	910	14,165	(13,255)
6355 · Computer Services Expense	9,124	5,322	3,802	43,038	26,610	16,428
6360 · Supplies Expense	845	2,167	(1,322)	5,434	10,835	(5,401)
6380 · LAFCO Assessment Expense	171	208	(37)	855	1,040	(185)
6400 · East Valley Office	2,295	2,715	(420)	13,037	13,575	(538)
Total 6000 · General & Administrative Exp	53,674	58,805	(5,131)	269,097	294,025	(24,928)
6325 · CEO Discretionary Fund	20,749	4,167	16,582	49,249	20,835	28,414
6445 · LPMP Expenses	80,797	113,138	(32,341)	427,379	565,690	(138,311)
6500 · Professional Fees Expense						
6516 · Professional Services Expense	26,500	124,167	(97,667)	333,178	620,835	(287,657)
6520 · Annual Audit Fee Expense	1,484	1,500	(16)	7,420	7,500	(80)
6530 · PR/Communications/Website	10,912	34,292	(23,380)	175,519	171,460	4,059
6560 · Legal Expense	12,500	15,000	(2,500)	165,476	75,000	90,476
Total 6500 · Professional Fees Expense	51,396	174,959	(123,563)	681,593	874,795	(193,202)
6600 · Mobile Medical Unit	1,359	417	942	1,359	2,085	(726)
6700 · Trust Expenses						
6720 · Pension Plans Expense	5,957	6,055	(98)	7,909	30,275	(22,366)
Total Expense Before Grants	347,076	535,651	(188,575)	2,128,723	2,695,118	(566,395)
7000 · Grants Expense						
7010 · Major Grant Awards Expense	(8,715)	416,667	(425,382)	102,913	2,083,335	(1,980,422)
Net Income	(124,243)	(707,767)	583,524	121,846	(3,278,996)	3,400,842

Las Palmas Medical Plaza
Profit & Loss Budget vs. Actual
July through November 2024

	MONTH			TOTAL		
	Nov 24	Budget	\$ Over Budget	Jul - Nov 24	Budget	\$ Over Budget
Income						
4500 · LPMP Income						
4505 · Rental Income	82,399	86,753	(4,354)	419,034	433,765	(14,731)
4510 · CAM Income	39,037	37,950	1,087	196,647	189,750	6,897
4513 · Misc. Income	75	83	(8)	75	415	(340)
Total 4500 · LPMP Income	121,511	124,786	(3,275)	615,756	623,930	(8,174)
Expense						
6445 · LPMP Expenses						
6420 · Insurance Expense	6,229	6,255	(26)	31,145	31,275	(130)
6425 · Building - Depreciation Expense	28,257	28,668	(411)	141,193	143,340	(2,147)
6426 · Tenant Improvements -Dep Exp	5,103	17,630	(12,527)	25,262	88,150	(62,888)
6427 · HVAC Maintenance Expense	728	1,333	(605)	6,250	6,665	(415)
6428 · Roof Repairs Expense	0	208	(208)	0	1,040	(1,040)
6431 · Building -Interior Expense	0	4,167	(4,167)	5,150	20,835	(15,685)
6432 · Plumbing -Interior Expense	0	1,667	(1,667)	180	8,335	(8,155)
6433 · Plumbing -Exterior Expense	0	208	(208)	0	1,040	(1,040)
6434 · Allocation Internal Prop. Mgmt	3,325	7,139	(3,814)	25,934	35,695	(9,761)
6435 · Bank Charges	31	42	(11)	170	210	(40)
6437 · Utilities -Vacant Units Expense	18	150	(132)	2	750	(748)
6439 · Deferred Maintenance Repairs Ex	0	2,083	(2,083)	3,340	10,415	(7,075)
6440 · Professional Fees Expense	11,830	11,830	0	59,150	59,150	0
6441 · Legal Expense	0	83	(83)	0	415	(415)
6458 · Elevators - R & M Expense	317	1,083	(766)	4,648	5,415	(767)
6460 · Exterminating Service Expense	275	1,250	(975)	1,375	6,250	(4,875)
6463 · Landscaping Expense	0	1,250	(1,250)	0	6,250	(6,250)
6467 · Lighting Expense	0	417	(417)	0	2,085	(2,085)
6468 · General Maintenance Expense	0	83	(83)	0	415	(415)
6471 · Marketing-Advertising	0	1,250	(1,250)	0	6,250	(6,250)
6475 · Property Taxes Expense	6,650	6,650	0	33,250	33,250	0
6476 · Signage Expense	0	417	(417)	1,087	2,085	(998)
6480 · Rubbish Removal Medical Waste E	1,978	1,417	561	7,418	7,085	333
6481 · Rubbish Removal Expense	2,342	2,900	(558)	11,710	14,500	(2,790)
6482 · Utilities/Electricity/Exterior	797	875	(78)	3,540	4,375	(835)
6484 · Utilities - Water (Exterior)	962	750	212	5,600	3,750	1,850
6485 · Security Expenses	11,955	12,500	(545)	60,675	62,500	(1,825)
6490 · Miscellaneous Expense	0	833	(833)	300	4,165	(3,865)
Total 6445 · LPMP Expenses	80,797	113,138	(32,341)	427,379	565,690	(138,311)
Net Income	40,714	11,648	29,066	188,377	58,240	130,137

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
ASSETS			
Current Assets			
Checking/Savings			
	1000 - CHECKING CASH ACCOUNTS	2,783,572	654,524
	1100 - INVESTMENT ACCOUNTS	67,751,466	64,788,340
	Total Checking/Savings	70,535,038	65,442,864
	Accounts Receivable	116,534	83,458
Other Current Assets			
	1204.1 - Rent Receivable-Deferred COVID	6,573	20,913
	1270 - Prepaid Insurance -Ongoing	75,977	67,907
	1279 - Pre-Paid Fees	33,572	46,922
	Total Other Current Assets	116,122	135,742
	Total Current Assets	70,767,694	65,662,064
Fixed Assets			
	1300 - FIXED ASSETS	5,311,606	5,291,355
	1335-00 - ACC DEPR	(3,025,982)	(2,725,299)
	1400 - LPMP Assets	6,350,126	6,755,889
	Total Fixed Assets	8,635,749	9,321,945
Other Assets			
	1600 - RIGHT TO USE ASSETS	216,235	216,235
	1611 - RTU Accumulated Amortization	(44,356)	(22,178)
	1700 - OTHER ASSETS	3,784,179	3,713,380
	1800 - OTHER RECEIVABLES	3,439,433	3,048,911
	Total Other Assets	7,395,491	6,956,348
	TOTAL ASSETS	86,798,935	81,940,358

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of November 30, 2024

			Nov 30, 24	Nov 30, 23
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
		2000 · Accounts Payable	27,090	104,215
		2001 · LPMP Accounts Payable	26,127	2,860
		Total Accounts Payable	53,217	107,075
Other Current Liabilities				
		2002 · LPMP Property Taxes	(3,326)	(3,902)
		2003 · Prepaid Rents	15,902	0
		2131 · Grant Awards Payable	4,093,700	6,204,581
		2133 · Accrued Accounts Payable	50,000	252,395
		2141 · Accrued Vacation Time	91,144	86,137
		2190 · Investment Fees Payable	21,307	7,773
		Total Other Current Liabilities	4,268,727	6,546,984
		Total Current Liabilities	4,321,944	6,654,059
Long Term Liabilities				
		2171 · RPP-Deferred Inflows-Resources	397,911	564,584
		2172 · Lease - Deferred Inflows	3,268,842	2,982,703
		2281 · Grants Payable - Long-term	1,138,781	2,475,000
		2285 · Lease Payable	175,612	196,798
		2290 · LPMP Security Deposits	53,732	57,493
		Total Long Term Liabilities	5,034,878	6,276,578
		Total Liabilities	9,356,822	12,930,637
Equity				
		3900 · *Retained Earnings	77,320,264	71,020,500
		Net Income	121,846	(2,010,778)
		Total Equity	77,442,110	69,009,722
TOTAL LIABILITIES & EQUITY			86,798,935	81,940,358

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
ASSETS			
Current Assets			
Checking/Savings			
1000 · CHECKING CASH ACCOUNTS			
1016 · US Bank Operating - 5018		1,251,854	473,541
1017 · US Bank Operating - 7455		1,050,695	0
1044 · Las Palmas Medical Plaza - 1241		480,523	180,483
1047 · Petty Cash		500	500
Total 1000 · CHECKING CASH ACCOUNTS		2,783,572	654,524
1100 · INVESTMENT ACCOUNTS			
1130 · Facility Replacement Fund		67,459,545	66,445,239
1135 · Unrealized Gain(Loss) FRF		291,921	(1,656,899)
Total 1100 · INVESTMENT ACCOUNTS		67,751,466	64,788,340
Total Checking/Savings		70,535,038	65,442,864
Accounts Receivable			
1201 · Accounts Receivable			
1204 · LPMP Accounts Receivable		4,198	(16,984)
1211 · A-R Foundation - Exp Allocation		105,062	100,442
1201 · Accounts Receivable - Other		7,274	0
Total Accounts Receivable		116,534	83,458
Other Current Assets			
1204.1 · Rent Receivable-Deferred COVID		6,573	20,913
1270 · Prepaid Insurance -Ongoing		75,977	67,907
1279 · Pre-Paid Fees		33,572	46,922
Total Other Current Assets		116,122	135,742
Total Current Assets		70,767,694	65,662,064
Fixed Assets			
1300 · FIXED ASSETS			
1310 · Computer Equipment		115,857	104,588
1320 · Furniture and Fixtures		64,080	55,099
1321 · Mobile Medical Unit		381,768	381,768
1322 · Tenant Improvement - RAP #G100		32,794	32,794
1325 · Offsite Improvements		300,849	300,849
1331 · DRMC - Parking lot		4,416,257	4,416,257
Total 1300 · FIXED ASSETS		5,311,605	5,291,355
1335-00 · ACC DEPR			
1335 · Accumulated Depreciation		(269,447)	(243,161)
1337 · Accum Deprec- Solar Parking Lot		(2,396,620)	(2,215,756)
1338 · Accum Deprec - LPMP Parking Lot		(244,286)	(221,736)
1339 · Accum Deprec - Autos		(115,629)	(44,646)
Total 1335-00 · ACC DEPR		(3,025,982)	(2,725,299)

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
	1400 · LPMP Assets		
	1401 · Building	8,705,680	8,705,680
	1402 · Land	2,165,300	2,165,300
	1403 · Tenant Improvements -New	2,319,572	2,309,146
	1404 · Tenant Improvements - CIP	0	129,550
	1406 · Building Improvements		
	1406.1 · LPMP-Replace Parking Lot	676,484	676,484
	1406.2 · Building Improvements-CIP	57,426	0
	1406 · Building Improvements - Other	2,776,742	2,757,972
	Total 1406 · Building Improvements	3,510,652	3,434,456
	1407 · Building Equipment Improvements	488,880	444,268
	1409 · Accumulated Depreciation		
	1410 · Accum. Depreciation	(8,578,516)	(8,265,437)
	1412 · T I Accumulated Dep.-New	(2,261,442)	(2,167,074)
	Total 1409 · Accumulated Depreciation	(10,839,958)	(10,432,511)
	Total 1400 · LPMP Assets	6,350,126	6,755,889
	Total Fixed Assets	8,635,749	9,321,945
	Other Assets		
	1600 · RIGHT TO USE ASSETS		
	1610 · Right to Use Asset	216,235	216,235
	1611 · RTU Accumulated Amortization	(44,356)	(22,178)
	1700 · OTHER ASSETS		
	1731 · Wellness Park	1,693,800	1,693,800
	1740 · RPP-Deferred Outflows-Resources	362,042	587,440
	1742 · RPP - Net Pension Asset	1,728,337	1,432,140
	Total 1700 · OTHER ASSETS	3,784,179	3,713,380
	1800 · OTHER RECEIVABLES		
	1810 · Lease Receivable	3,439,433	3,048,911
	Total Other Assets	7,395,491	6,956,348
	TOTAL ASSETS	86,798,935	81,940,358

Desert Healthcare District
Balance Sheet Previous Year Comparison
As of November 30, 2024

		Nov 30, 24	Nov 30, 23
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
	2000 · Accounts Payable	27,090	104,215
	2001 · LPMP Accounts Payable	26,127	2,860
	Total Accounts Payable	53,217	107,075
Other Current Liabilities			
	2002 · LPMP Property Taxes	(3,326)	(3,902)
	2003 · Prepaid Rents	15,902	0
	2131 · Grant Awards Payable	4,093,700	6,204,581
	2133 · Accrued Accounts Payable	50,000	252,395
	2141 · Accrued Vacation Time	91,144	86,137
	2190 · Investment Fees Payable	21,307	7,773
	Total Other Current Liabilities	4,268,727	6,546,984
	Total Current Liabilities	4,321,944	6,654,059
Long Term Liabilities			
	2171 · RPP-Deferred Inflows-Resources	397,911	564,584
	2172 · Lease - Deferred Inflows	3,268,842	2,982,703
	2281 · Grants Payable - Long-term	1,138,781	2,475,000
	2285 · Lease Payable	175,612	196,798
	2290 · LPMP Security Deposits	53,732	57,493
	Total Long Term Liabilities	5,034,878	6,276,578
	Total Liabilities	9,356,822	12,930,637
Equity			
	3900 · *Retained Earnings	77,320,264	71,020,500
	Net Income	121,846	(2,010,778)
	Total Equity	77,442,110	69,009,722
TOTAL LIABILITIES & EQUITY		86,798,935	81,940,358

Desert Healthcare District
A/R Aging Summary
As of November 30, 2024

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	COMMENT
Desert Healthcare Foundation-	25,454	26,759	0	20,409	32,439	105,061	Due from Foundation
Ramy Awad, M.D.	0	4,042	0	0	0	4,042	Slow Pay
South Coast AQMD	0	0	0	5,000	0	5,000	Environmental Summit Sponsorship
Step Up on Second Street Inc.	0	2,274	0	0	0	2,274	Grant Reimbursement
Tenet HealthSystem Desert, Inc	0	0	0	155	0	155	Slow Pay
TOTAL	25,454	33,075	0	25,564	32,439	116,532	

Desert Healthcare District
Deposit Detail
November 2024

Type	Date	Name	Amount
Deposit	11/04/2024		20,000
Payment	11/04/2024	First 5 Riverside - Environmental Health Summit Sponsorship	(20,000)
TOTAL			(20,000)
Deposit	11/04/2024		2,000
		T-Mobile - Cell Tower Lease	(2,000)
TOTAL			(2,000)
Deposit	11/19/2024		5,000
Payment	11/19/2024	University of California, Riverside - Environmental Health Summit Sponsorship	(5,000)
TOTAL			(5,000)
Deposit	11/19/2024		500
Payment	11/19/2024	City of La Quina - Environmental Health Summit Sponsorship	(500)
TOTAL			(500)
		TOTAL	27,500

DESERT HEALTHCARE DISTRICT										
PROPERTY TAX RECEIPTS FY 2024 - 2025										
RECEIPTS - FIVE MONTHS ENDED NOVEMBER 30, 2024										
	FY 2023-2024 Projected/Actual					FY 2024-2025 Projected/Actual				
	Budget %	Budget \$	Act %	Actual Receipts	Variance	Budget %	Budget \$	Act %	Actual Receipts	Variance
July	0.0%	\$ -	0.8%	\$ 70,152	\$ 70,152	0.0%	\$ -	0.7%	\$ 75,427	\$ 75,427
Aug	0.0%	\$ -	2.0%	\$ 180,642	\$ 180,642	0.0%	\$ -	1.4%	\$ 139,395	\$ 139,395
Sep	0.0%	\$ -	0.0%	\$ -	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -
Oct	2.6%	\$ 229,840	2.8%	\$ 248,614	\$ 18,774	2.6%	\$ 264,426	2.7%	\$ 272,212	\$ 7,785
Nov	0.4%	\$ 35,360	0.1%	\$ 10,535	\$ (24,825)	0.4%	\$ 40,681	0.0%	\$ -	\$ (40,681)
Dec	16.9%	\$ 1,493,960	19.2%	\$ 1,696,170	\$ 202,210	16.9%	\$ 1,718,771	0.0%		
Jan	31.9%	\$ 2,819,960	42.1%	\$ 3,720,800	\$ 900,840	31.9%	\$ 3,244,308	0.0%		
Feb	0.0%	\$ -	1.0%	\$ 85,677	\$ 85,677	0.0%	\$ -	0.0%		
Mar	0.3%	\$ 26,520	0.4%	\$ 31,158	\$ 4,638	0.3%	\$ 30,511	0.0%		
Apr	5.5%	\$ 486,200	6.0%	\$ 529,212	\$ 43,012	5.5%	\$ 559,363	0.0%		
May	19.9%	\$ 1,759,160	20.6%	\$ 1,821,441	\$ 62,281	19.9%	\$ 2,023,879	0.0%		
June	22.5%	\$ 1,989,000	30.0%	\$ 2,655,964	\$ 666,964	22.5%	\$ 2,288,305	0.0%		
Total	100%	\$ 8,840,000	125.0%	\$ 11,050,366	\$ 2,210,366	100.00%	\$ 10,170,245	4.8%	\$ 487,034	\$ 181,926

**Las Palmas Medical Plaza
Deposit Detail - LPMP
November 2024**

Type	Date	Name	Amount
Deposit	11/04/2024		13,816
Payment	11/04/2024	Howard Aaron Aronow, M.D.	(1,737)
Payment	11/04/2024	Quest Diagnostics Incorporated	(4,714)
Payment	11/04/2024	EyeCare Services Partners Management LLC	(7,364)
TOTAL			(13,815)
Deposit	11/04/2024		10,685
Payment	11/04/2024	DPMG	(2,297)
Payment	11/04/2024	DPMG	(4,902)
Payment	11/04/2024	Cure Cardiovascular Consultants	(3,486)
TOTAL			(10,685)
Deposit	11/07/2024		4,233
Payment	11/07/2024	Desert Family Medical Center	(4,233)
TOTAL			(4,233)
Deposit	11/12/2024		17,416
Payment	11/08/2024	Brad A. Wolfson, M.D.	(4,092)
Payment	11/08/2024	Cohen Musch Thomas Medical Group	(5,361)
Payment	11/08/2024	Palmtree Clinical Research	(7,962)
TOTAL			(17,415)
Deposit	11/18/2024		2,779
Payment	11/15/2024	Pathway Pharmaceuticals, Inc.	(2,779)
TOTAL			(2,779)
Deposit	11/19/2024		75
		Al Miller & Sons Roofing Co., INC.	(75)
TOTAL			(75)

**Las Palmas Medical Plaza
Deposit Detail - LPMP
November 2024**

Type	Date	Name	Amount
Deposit	11/21/2024		50,392
		Desert Regional Medical Center--	(2,524)
Payment	11/21/2024	Tenet HealthSystem Desert, Inc.	(34,353)
Payment	11/21/2024	Tenet HealthSystem Desert, Inc	(7,197)
Payment	11/21/2024	Desert Regional Medical Center	(6,318)
TOTAL			(50,392)
Deposit	11/22/2024		3,397
		Aijaz Hashmi, M.D., Inc.	(3,397)
TOTAL			(3,397)
Deposit	11/25/2024		3,461
		F CPP	(3,461)
TOTAL			(3,461)
Deposit	11/26/2024		6,376
		Steven Gundry, M.D.	(6,376)
TOTAL			(6,376)
		TOTAL	112,630

Desert Healthcare District
Check Register
As of November 30, 2024

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1016 - US Bank Operating - 5018				
Liability Check	11/08/2024		QuickBooks Payroll Service	(469)
Liability Check	11/08/2024		QuickBooks Payroll Service	(58,112)
Check	11/15/2024		Bank Service Charge	(1,422)
Liability Check	11/22/2024		QuickBooks Payroll Service	(446)
Liability Check	11/22/2024		QuickBooks Payroll Service	(59,184)
Total 1016 - US Bank Operating - 5018				(119,633)
1017 - US Bank Operating - 7455				
Check	11/07/2024	Auto Pay	Calif. Public Employees' Retirement System	(16,105)
Bill Pmt -Check	11/08/2024	5654	Alejandro Espinoza Santacruz - Expense Reimbursement	(621)
Bill Pmt -Check	11/08/2024	5655	Arthur Shorr - Stipend	(1,505)
Bill Pmt -Check	11/08/2024	5656	Belen G Navarro Valenzuela - Expense Reimbursement	(27)
Bill Pmt -Check	11/08/2024	5657	Desert Arc Shredding & Recycling	(45)
Bill Pmt -Check	11/08/2024	5658	Desert Cancer Foundation - Grant Payment	(73,687)
Bill Pmt -Check	11/08/2024	5659	Deveau Burr Group, LLC	(14,000)
Bill Pmt -Check	11/08/2024	5660	Evelt PerezGil - Health Premium Reimbursement	(166)
Bill Pmt -Check	11/08/2024	5661	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check	11/08/2024	5662	Gannett California LocalIQ	(348)
Bill Pmt -Check	11/08/2024	5663	Leticia De Lara - Stipend	(347)
Bill Pmt -Check	11/08/2024	5664	Magdalena Cleaning Services	(200)
Bill Pmt -Check	11/08/2024	5665	Ready Refresh	(55)
Bill Pmt -Check	11/08/2024	5666	Regional Access Project Foundation	(2,000)
Bill Pmt -Check	11/08/2024	5667	Rogers, Carole - Stipend	(1,042)
Bill Pmt -Check	11/08/2024	5668	Sergio Rodriguez - Expense Reimbursement	(706)
Bill Pmt -Check	11/08/2024	5669	So.Cal Computer Shop	(810)
Bill Pmt -Check	11/08/2024	5670	Staples	(385)
Bill Pmt -Check	11/08/2024	5671	TODEC Legal Center - Grant Payment	(22,500)
Bill Pmt -Check	11/08/2024	5672	Uken Report	(400)
Bill Pmt -Check	11/08/2024	5673	Underground Service Alert of Southern Cal	(14)
Bill Pmt -Check	11/08/2024	5674	Vision To Learn - Grant Payment	(22,500)
Bill Pmt -Check	11/13/2024	5675	Arthur B. Kagan - Retirement Consulting Services	(1,200)
Bill Pmt -Check	11/13/2024	5676	Desert Arc - Grant Payment	(29,127)
Bill Pmt -Check	11/13/2024	5677	Inland Caregiver Resource Center - Sponsorship	(500)
Bill Pmt -Check	11/13/2024	5678	Latino Medical Student Association - Sponsorship	(2,000)
Bill Pmt -Check	11/13/2024	5679	LoopUp LLC	(24)
Bill Pmt -Check	11/13/2024	5680	Regional Access Project Foundation	(190)
Bill Pmt -Check	11/14/2024	5681	Parkinsons Resource Organization Inc - Sponsorship	(2,500)

Desert Healthcare District
Check Register
As of November 30, 2024

Bill Pmt -Check		11/18/2024	5682	AMS Tax Service, Inc.	(500)
Bill Pmt -Check		11/18/2024	5683	Coachella Valley Economic Partnership	(10,000)
Bill Pmt -Check		11/18/2024	5684	Palm Springs Alarm	(29)
Bill Pmt -Check		11/18/2024	5685	Principal Life Insurance Co.	(2,057)
Bill Pmt -Check		11/18/2024	5686	Regional Government Services Authority	(11,453)
Bill Pmt -Check		11/18/2024	5687 - VOID	State Compensation Insurance Fund	0
Bill Pmt -Check		11/18/2024	5688	The Nyhart Company	(5,469)
Bill Pmt -Check		11/18/2024	5689	Xerox Financial Services	(370)
Bill Pmt -Check		11/18/2024	5690	State Compensation Insurance Fund	(1,216)
Bill Pmt -Check		11/18/2024	5691	CoPower Employers' Benefits Alliance	(1,806)
Bill Pmt -Check		11/25/2024	5692	Department of Motor Vehicles	(1,359)
Bill Pmt -Check		11/25/2024	5693	Rogers, Carole - Expense Reimbursement	(711)
Bill Pmt -Check		11/25/2024	5694	Spectrum (Time Warner)	(405)
Bill Pmt -Check		11/25/2024	5695	U.S. Bank	(910)
Bill Pmt -Check		11/25/2024	5696	Van Surveying, Inc.	(5,000)
Bill Pmt -Check		11/26/2024	5697	Frazier Pest Control, Inc.	(33)
Bill Pmt -Check		11/26/2024	5698	The Write Translator	(452)
Bill Pmt -Check		11/26/2024	5699	Trakstar	(5,250)
Bill Pmt -Check		11/26/2024	5700	U.S. Bank	(5,753)
Bill Pmt -Check		11/26/2024	5701	Verizon Wireless	(941)
Total 1017 · US Bank Operating - 7455					(246,751)
TOTAL					(366,384)

Desert Healthcare District
Details for Credit Card Expenditures
Credit Card Purchases - October 2024 - Paid November 2024

Number of Credit Cards Held by District Personnel -1							
Credit Card Limit - \$20,000 - Chris							
Credit Card Holders:							
Chris Christensen - CEO							
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							
	Month	Total	Expense				
Year	Charged	Charges	Type	Amount	Purpose		Description
		\$ 910.36					
Chris' Statement:							
2024	October	\$ 910.36	District				
			GL	Dollar	Description		
			6355	\$ 910.36	Microsoft 365 Annual Subscriptions		
			\$ 910.36				

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

Type	Date	Num	Name	Amount
1000 - CHECKING CASH ACCOUNTS				
1044 - Las Palmas Medical Plaza - 1241				
Bill Pmt -Check	11/08/2024	10989	County of Riverside-Dept of Env. Health	(567)
Bill Pmt -Check	11/08/2024	10990	Desert Air Conditioning Inc.	(243)
Bill Pmt -Check	11/08/2024	10991	Palm Springs Disposal Services Inc	(2,342)
Bill Pmt -Check	11/13/2024	10992	Frazier Pest Control, Inc.	(275)
Bill Pmt -Check	11/13/2024	10993	Southern California Edison	(745)
Bill Pmt -Check	11/18/2024	10994	Matthew Jennings Riverside Co. Treasurer	(36,576)
Check	11/22/2024		Bank Service Charge	(511)
Bill Pmt -Check	11/25/2024	10995	Desert Water Agency	(962)
Bill Pmt -Check	11/25/2024	10996	Frontier Communications	(317)
Bill Pmt -Check	11/25/2024	10997	Stericycle, Inc.	(1,411)
Bill Pmt -Check	11/25/2024	10998	Desert Air Conditioning Inc.	(728)
TOTAL				(44,677)

**Desert Healthcare District
CEO Discretionary Fund
July through November 2024**

Date	Name	Memo	Amount
6325 - CEO Discretionary Fund			
07/30/2024	Codex Creation Committee (RWLM)	2024 Run With Los Muertos Community Sponsorship	1,000
07/30/2024	Transgender Health and Wellness Center	Silver Flame Sponsorship for Transgender Day of Remembrance - November 20, 2024	1,000
08/06/2024	Riverside County Physician's Memorial Fdn	Silver Sponsorship for 14th Annual Caring for Our Future Medical Scholarship Fundraiser - October 30, 2024 - Approved by Board President	3,000
08/12/2024	The LGBTQ Community Center	Patron Sponsor for 2024 Center Stage Event - October 19, 2024 - Board President approved	5,000
08/13/2024	UC Riverside Foundation	UCR SOM 2024 Celebration of Medical Education Gala - Friend Sponsor	2,500
08/13/2024	Lift To Rise	\$2,500 sponsorship for Lift To Rise's 2nd annual Community Investment Awards	2,500
08/15/2024	Coachella Valley Economic Partnership	Silver Sponsorship for CVEP 2024 Greater Palm Springs Summit - November 19, 2024 - Board President approved	5,000
08/22/2024	Inland Coalition on Aging	Silver Sponsorship for Inland Coalition on Aging Conference - September 27, 2024	500
08/28/2024	Boo2Bullying	Silver Sponsorship for 2nd Annual Kick Bullying To The Curb event - September 28, 2024	1,000
10/23/2024	Codex Creation Committee (RWLM)	2024 Run With Los Muertos Community Sponsorship - Addendum Payment #2	2,000
10/23/2024	ABC Recovery Center, Inc.	ABC Recovery Center Bronze Sponsor \$2,500 Oasis of Hope Gala November 1, 2024	2,500
10/23/2024	Cove Communities Senior Association	Cody Sponsor - Season Kickoff Cocktail Reception Fundraiser November 1, 2024	2,500
11/12/2024	Inland Caregiver Resource Center	Inland Caregiver Resource Center Caregiver Appreciation Month Silver Sponsor \$500 November 30, 2024	500
11/13/2024	Latino Medical Student Association	Latino Medical Student Association - West Region Table Sponsor Gala Sponsorship \$2,000 February 7-8, 2025, at UCR Medical	2,000
11/13/2024	Parkinsons Resource Organization Inc	Silver Sponsor \$2500 - Parkinson's Today: An Educational Symposium February 8, 2025, at UCR Palm Desert Campus	2,500
11/25/2024	U.S. Bank	EzCater - sponsorship of Coachella Valley Women Leaders Luncheon - November 14, 2024 - Coachella, CA	749
11/26/2024	Alianza Coachella Valley	Celebrando Nuestro Impacto January 30, 2025 - Awards Sponsor \$5,000 - Board Approved	5,000
11/26/2024	Jewish Family Service of the Desert	Jewish Family Services of the Desert 22nd Annual Patron Party December 8, 2024 - \$5,000 Sponsorship - Board Approved	5,000
11/26/2024	Brothers of the Desert	Brothers of the Desert 6th Annual Wellness Summit March 22, 2025, - Organization Champion Sponsorship \$5,000 - Board Approved	5,000
TOTAL			49,249



MEMORANDUM

DATE: December 11, 2024
 TO: Finance & Administration Committee
 RE: Retirement Protection Plan (RPP)

Current number of participants in Plan:

	<u>October</u>	<u>November</u>
Active – still employed by hospital	58	58
Vested – no longer employed by hospital	46	46
Former employees receiving annuity	<u>6</u>	<u>6</u>
Total	<u>110</u>	<u>110</u>

The outstanding liability for the RPP is approximately **\$2.6M** (Actives - \$1.4M and Vested - \$1.2M). US Bank investment account balance \$4.4M. Per the June 30, 2024, Actuarial Valuation, the RPP has an Overfunded Pension Asset of approximately **\$1.7M**.

The payouts, excluding monthly annuity payments, made from the Plan for the five months ended November 30, 2024, totaled approximately **\$66K**. Monthly annuity payments (6 participants) total **\$903** per month.

DESERT HEALTHCARE DISTRICT							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
November 30, 2024							
TWELVE MONTHS ENDING JUNE 30, 2025							
Grant ID Nos.	Name	Approved	6/30/2024	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr	Open
		Grants - Prior Yrs	Bal Fwd	2024-2025	July-June	July-June	BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 1,650,000		\$ -		\$ 1,650,000
2022-1325-BOD-06-28-22	Vision Y Compromise - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 150,000	\$ 15,000		\$ (3,063)		\$ 18,063
	Unexpended funds Grant #1325						\$ (18,063)
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,000	\$ 5,000		\$ 332		\$ 4,668
	Unexpended funds Grant #1327						\$ (4,668)
2022-1328-BOD-06-28-22	El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000	\$ 15,000		\$ 12,032		\$ 2,968
	Unexpended funds Grant #1328						\$ (2,968)
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education & Prevention Services - 2 Yrs.	\$ 50,000	\$ 5,000		\$ 5,000		\$ -
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yrs.	\$ 100,000	\$ 10,000		\$ 10,000		\$ -
2022-1332-BOD-07-26-22	Alianza CV - Expanding & Advancing Outreach Through Increasing Capacity Development - 2 Yrs.	\$ 100,000	\$ 10,000		\$ -		\$ 10,000
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.	\$ 500,000	\$ 252,458		\$ 39,304		\$ 213,154
2022-1358-BOD-10-25-22	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr.	\$ 110,000	\$ 60,500		\$ -		\$ 60,500
2022-1362-BOD-10-25-22	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.	\$ 160,000	\$ 16,000		\$ -		\$ 16,000
2022-1326-BOD-12-20-22	TODEC - TODEC's Equity Program - 2 Yrs.	\$ 100,000	\$ 55,000		\$ 22,500		\$ 32,500
2022-1330-BOD-12-20-22	OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.	\$ 605,000	\$ 196,625		\$ 68,063		\$ 128,563
2023-1333-BOD-01-24-23	Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.	\$ 150,000	\$ 48,750		\$ -		\$ 48,750
2023-1363-BOD-01-24-23	Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.	\$ 60,092	\$ 6,012		\$ 1,593		\$ 4,419
	Unexpended funds Grant #1363						\$ (4,419)
2023-1391-BOD-05-23-23	Lift To Rise - Driving Regional Economic Stability Through Collective Impact - 3 Yrs.	\$ 900,000	\$ 630,000		\$ 135,000		\$ 495,000
2023-1392-BOD-05-23-23	Galilee Center - Galilee Center Extended Shelter - 1 Yr.	\$ 268,342	\$ 26,834		\$ 26,834		\$ -
2023-1393-BOD-06-27-23	DAP Health - DAP Health Expands Access to Healthcare - 1 Yr.	\$ 1,025,778	\$ 102,578		\$ 102,578		\$ -
2023-1389-BOD-07-25-23	Step Up on Second Street - Step Up's ECM/LOS Programs in the Coachella Valley - 1 Yr.	\$ 64,401	\$ 35,421		\$ 26,706		\$ 8,715
	Unexpended funds Grant #1389						\$ (8,715)
2023-1394-BOD-07-25-23	CSU San Bernardino Palm Desert Campus Nursing Street Medicine Program - 1 Yr.	\$ 73,422	\$ 7,342		\$ 6,290		\$ 1,052
	Unexpended funds Grant #1394						\$ (1,052)
2023-1400-BOD-09-26-23	Desert Arc - Desert Arc Health Care Program - 1 Yr.	\$ 291,271	\$ 94,663		\$ 94,663		\$ -
2023-1404-BOD-09-26-23	Martha's Village and Kitchen - Homeless Housing & Wrap-Around Services Expansion - 2 Yrs.	\$ 369,730	\$ 203,352		\$ -		\$ 203,352
2023-1405-BOD-09-26-23	Variety Children's Charities of the Desert - Expansion of Core Programs & Services - 1Yr.	\$ 120,852	\$ 12,086		\$ -		\$ 12,086
2023-1408-BOD-10-24-23	Coachella Valley Volunteers In Medicine - Ensuring Access to Healthcare - 1 Yr.	\$ 478,400	\$ 155,480		\$ 107,640		\$ 47,840
2023-1410-BOD-10-24-23	Alianza Nacional de Campesinas, Inc. - Coachella Valley Farmworkers Food Distribution - 1 Yr.	\$ 57,499	\$ 5,749		\$ -		\$ 5,749
2023-1413-BOD-10-24-23	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 81,055	\$ 8,107		\$ -		\$ 8,107
2023-1412-BOD-10-24-23	DPMG - DPMG Health Community Medicine - 2 Yrs.	\$ 1,057,396	\$ 876,622		\$ 58,436		\$ 818,186
2023-1403-BOD-12-19-23	Vision To Learn - Palm Desert & Coachella Valley VTL Program - 1 Yr.	\$ 50,000	\$ 27,500		\$ 22,500		\$ 5,000
2023-1419-BOD-12-19-23	Blood Bank of San Bernardino/Riverside Counties - LifeStream's Attracting New Donors Initiative - 1 Yr.	\$ 104,650	\$ 57,558		\$ -		\$ 57,558
2023-1420-BOD-12-19-23	Braille Institute of America - Low Vision Telehealth Services - 1Yr.	\$ 36,697	\$ 20,183		\$ 16,514		\$ 3,669
2023-1421-BOD-12-19-23	Olive Crest - General Support for Counseling & Mental Health Services to Vulnerable Children & Families - 2 Yrs.	\$ 359,594	\$ 278,686		\$ 80,908		\$ 197,778
2024-1429-BOD-02-27-24	Desert Cancer Foundation - Patience Assistance Program & Community Outreach - 1 Yr.	\$ 163,750	\$ 90,063		\$ 73,687		\$ 16,376
2024-1432-BOD-04-23-24	Variety Children's Charities of the Desert - Outreach & Future Program Expansion - 2Yrs.	\$ 102,949	\$ 79,786		\$ -		\$ 79,786
2024-1437-BOD-04-23-24	Youth Leadership Institute - Community Advocates for Resilient Emotional Safety - 2 Yrs.	\$ 100,000	\$ 77,500		\$ -		\$ 77,500
2024-1441-BOD-04-23-24	DAP Health - DAP Health Community Health Workers Build Community Connections - 2 Yrs.	\$ 125,000	\$ 96,875		\$ -		\$ 96,875
2024-1443-BOD-04-23-24	Voices for Children - Court Appointed Special Advocate Program - 2 Yrs.	\$ 60,000	\$ 46,500		\$ -		\$ 46,500
2024-1445-BOD-04-23-24	The Joslyn Center - Increasing Behavioral Health Access & Social Connectedness - 2 Yrs.	\$ 200,000	\$ 155,000		\$ -		\$ 155,000
2024-1452-BOD-04-23-24	El Sol - Coachella Valley Community Assistance, Resources, & Empowerment Services - 2 Yrs.	\$ 200,000	\$ 155,000		\$ -		\$ 155,000
2024-1453-BOD-04-23-24	Vision y Compromiso - Cultivando Community Connections - 2 Yrs.	\$ 199,914	\$ 154,934		\$ -		\$ 154,934
2024-1455-BOD-04-23-24	Angel View - Outreach Program to Reduce Social Isolation & Loneliness - 2 Yrs.	\$ 86,250	\$ 66,844		\$ -		\$ 66,844
2024-1460-BOD-05-28-24	ABC Recovery Center - Nursing Care and Prescription Medications - 1 Yr.	\$ 150,134	\$ 82,574		\$ -		\$ 82,574
2024-BOD-06-25-24	Carry over of remaining Fiscal Year 2023/2024 Funds*	\$ 305,939	\$ 305,939		\$ 305,939		\$ -
2024-1469-MINI-08-01-24	The Bridges 2 Hope - Mini-Grant - 1 Yr.			\$ 10,000		\$ 10,000	\$ -
2024-1473-MINI-08-14-24	Theresa A. Mike Scholarship Foundation - Mini-Grant - 1 Yr.			\$ 10,000		\$ 10,000	\$ -
2024-1465-BOD-09-30-24	UCR - Increasing Access to Primary Care for Latinx and Indigenous Latin American Patients in the CV - 2 Yrs.			\$ 228,863		\$ 51,494	\$ 177,369
2024-1472-BOD-09-30-24	Riverside County Office of Education Alternative Education - Cross County Support: Mental Health for CV Students - 1 Yr.			\$ 199,874		\$ 89,943	\$ 109,931
						\$ -	\$ -
TOTAL GRANTS		\$ 19,318,115	\$ 6,198,521	\$ 448,737	\$ 1,213,454	\$ 161,437	\$ 5,232,481
Amts available/remaining for Grant/Programs - FY 2024-25:							
Amount budgeted 2024-2025			\$ 5,000,000				11/30/2024
Amount granted YTD:			\$ (448,737)				G/L Balance:
Financial Audits of Non-Profits; Organizational Assessments;						2131	\$ 4,093,700
Net adj - Grants not used:	FY 2023-2024 Carry Over Funds; 1325; 1327; 1328; 1363; 1394		\$ 345,824			2281	\$ 1,138,781
Matching external grant contributions			\$ -				
Balance available for Grants/Programs			\$ 4,897,087			Total	\$ 5,232,481
							\$ 0



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: December 17, 2024
To: Board of Directors
Subject: Lease Agreement – DPMG Health, Suite 1W-104

Staff Recommendation: Consideration to approve the draft lease agreement for DPMG Health at the Las Palmas Medical Plaza.

Background:

- DPMG Health is a current tenant at the medical plaza and currently operates the District’s two mobile medical units.
- DPMG would like to lease additional space for clinical services.
- The lease term is five (5) years, starting at \$1.75 sq/ft.
- Annual increases are the greater of 3% or CPI.
- Tenant Improvement allowance is \$10 sq/ft - \$10,240.
- At the December 11, 2024, Finance and Administration Committee meeting, the Committee recommended forwarding the lease to the full Board for approval.
- Staff recommends approval of the lease agreement.
- Draft lease agreement is attached for review.

Fiscal Impact:

Estimated Revenue from Rent and CAMs for life of the base lease - \$167,006.

Estimated Cost of Tenant Improvement Allowance (\$10.00/sf) – \$10,240.

Net Lease Income (base lease) - \$156,766.

OFFICE BUILDING LEASE

Between

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

And

DPMG HEALTH

AS TENANT

DATED

JANUARY 1, 2025

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DRAFT

OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and DPMG Health, a 501(c)(3), hereinafter referred to as "Tenant", and is dated January 1, 2025.

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, Five Hundred Four & 00/100 (\$21,504.00) per year.

b. Base Year: The calendar year of January 1 to December 31.

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, 2025.

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, 2029, 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. 1E-204, Palm Springs, CA 92262.

h. Monthly Installments of Base Rent (initial): \$ One Thousand, Seven Hundred Ninety-Two & 00/100 (\$1,792.00) per month.

i. Project Operating Costs (CAMs): Currently Eighty-Six Cents (\$0.86) per square foot per month.

- j. *Tenant Improvement Allowance (TI)*: Ten Dollars (\$10.00) per square foot or Ten Thousand, Two Hundred Forty & 00/100 (\$10,240).
- 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 1,024 square feet of Rentable Area, located in Building IW and known as Suite 104.
- 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.
- o. *Security Deposit (Section 7)*: \$ No security deposit will be required.
- 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*: 2.07%. 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.

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, 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.
- (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 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 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
 - (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.
- 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.

- 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 overage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT.

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

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

25. TENANT ESTOPPEL CERTIFICATE.

Within 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.

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.

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>DPMG Health</u>
	<u>dba: Las Palmas Medical Plaza</u>		
By:	<u>Chris Christensen</u>	By:	<u>Tae Kim</u>
Signature:	_____	Signature:	_____
Title:	<u>CEO</u>	Title:	<u>CEO</u>

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.

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.
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

ADDENDUM

Addendum to that certain Office Building Lease dated January 1, 2025, by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord, and DPMG Health, a 501(c)(3), as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

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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, 2025
- 2. Expiration Date: December 31, 2029
- 3. Rent Schedule:

01/01/2025 – 12/31/2025	\$1,792.00	
01/01/2026 – 12/31/2026	\$1,845.76	Greater of 3% or CPI
01/01/2027 – 12/31/2027	\$1,901.13	Greater of 3% or CPI
01/01/2028 – 12/31/2028	\$1,958.17	Greater of 3% or CPI
01/01/2029 – 12/31/2029	\$2,016.91	Greater of 3% or CPI
- 4. CAMs: Currently \$0.86 per square foot
- 5. Security Deposit: No security deposit will be required.

The foregoing is hereby agreed to and accepted:

Date: _____

Date: _____

Landlord: Desert Healthcare District
dba: Las Palmas Medical Plaza

Tenant: DPMG Health

By: Chris Christensen

By: Tae Kim

Signature: _____

Signature: _____

Title: CEO

Title: CEO



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: December 17, 2024
To: Board of Directors
Subject: Lease Agreement – DPMG Health, Suite 3W-101

Staff Recommendation: Consideration to approve the draft lease agreement for DPMG Health at the Las Palmas Medical Plaza.

Background:

- DPMG Health is a current tenant at the medical plaza and currently operates the District’s two mobile medical units.
- DPMG would like to lease additional space for clinical services.
- The lease term is five (5) years, starting at \$1.75 sq/ft.
- Annual increases are the greater of 3% or CPI.
- Tenant Improvement allowance is \$10 sq/ft - \$16,560.
- At the December 11, 2024, Finance and Administration Committee meeting, the Committee recommended forwarding the lease to the full Board for approval.
- Staff recommends approval of the lease agreement.
- Draft lease agreement is attached for review.

Fiscal Impact:

Estimated Revenue from Rent and CAMs for life of the base lease - \$270,080.

Estimated Cost of Tenant Improvement Allowance (\$10.00/sf) – \$16,560.

Net Lease Income (base lease) - \$253,520.

OFFICE BUILDING LEASE

Between

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

And

DPMG HEALTH

AS TENANT

DATED

JANUARY 1, 2025

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DRAFT

OFFICE BUILDING LEASE

This Lease between Desert Healthcare District, doing business as Las Palmas Medical Plaza hereinafter referred to as "Landlord", and DPMG Health, a 501(c)(3), hereinafter referred to as "Tenant", and is dated January 1, 2025.

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)*: \$ Thirty-Four Thousand, Seven Hundred Seventy-Six & 00/100 (\$34,776.00) per year.
- b. *Base Year*: The calendar year of January 1 to December 31.
- 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, 2025.
- 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, 2029, 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. 1E-204, Palm Springs, CA 92262.
- h. *Monthly Installments of Base Rent (initial)*: \$ Two Thousand, Eight Hundred Ninety-Eight & 00/100 (\$2,898.00) per month.
- i. *Project Operating Costs (CAMs)*: Currently Eighty-Six Cents (\$0.86) per square foot per month.

- j. *Tenant Improvement Allowance (TI)*: Ten Dollars (\$10.00) per square foot or Sixteen Thousand, Five Hundred Sixty & 00/100 (\$16,560).
- k. *Parking*: Tenant shall be permitted, to park 8 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 1,656 square feet of Rentable Area, located in Building 3W 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.
- o. *Security Deposit (Section 7)*: \$ No security deposit will be required.
- 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*: 3.36%. 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.

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, 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.
- (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 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 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
 - (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.
- 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.

- 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 overage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT.

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

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

25. TENANT ESTOPPEL CERTIFICATE.

Within 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.

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.

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>DPMG Health</u>
	<u>dba: Las Palmas Medical Plaza</u>		
By:	<u>Chris Christensen</u>	By:	<u>Tae Kim</u>
Signature:	_____	Signature:	_____
Title:	<u>CEO</u>	Title:	<u>CEO</u>

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.

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.
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

ADDENDUM

Addendum to that certain Office Building Lease dated January 1, 2025, by and between Desert Healthcare District doing business as the Las Palmas Medical Plaza, as Landlord, and DPMG Health, a 501(c)(3), as Tenant for the property commonly known as Las Palmas Medical Plaza located 555 E. Tachevah Drive, Palm Springs, California 92262.

Page 1

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, 2025
- 2. Expiration Date: December 31, 2029
- 3. Rent Schedule:

01/01/2025 – 12/31/2025	\$2,898.00	
01/01/2026 – 12/31/2026	\$2,984.94	Greater of 3% or CPI
01/01/2027 – 12/31/2027	\$3,074.49	Greater of 3% or CPI
01/01/2028 – 12/31/2028	\$3,166.72	Greater of 3% or CPI
01/01/2029 – 12/31/2029	\$3,261.72	Greater of 3% or CPI
- 4. CAMs: Currently \$0.86 per square foot
- 5. Security Deposit: No security deposit will be required.

The foregoing is hereby agreed to and accepted:

Date: _____	Date: _____
Landlord: <u>Desert Healthcare District</u>	Tenant: <u>DPMG Health</u>
	<u>dba: Las Palmas Medical Plaza</u>
By: <u>Chris Christensen</u>	By: <u>Tae Kim</u>
Signature: _____	Signature: _____
Title: <u>CEO</u>	Title: <u>CEO</u>



DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: December 17, 2024
To: Board of Directors
Subject: Increase of the CEO Discretionary Fund to \$100,000

Staff Recommendation:

Consideration of increasing the CEO Discretionary Fund by \$50,000 through June 30, 2025, to \$100,000 and revising Policy #OP-16.

Background:

- In 2024, the Board approved the CEO’s Discretionary Fund annual budget of \$50,000.
- Increasing the District’s visibility with additional community engagements will continue to strengthen and highlight the District’s partnerships and collaborations.
- During recent meetings, the Board has encouraged increasing the quantity of sponsorships provided and indicated that a budget increase could be requested if the current budget does not provide enough funding to accommodate the sponsorship requests.
- At the November 26, 2024, Board of Directors meeting, the Directors approved several sponsorships which now brings the YTD expenses right below the \$50,000 annual budget.
- A revision to Policy #OP-16 is also included to have the limit referenced be tied to the Board approved budget rather than a specific dollar amount. This change would remove the need to revise the policy in the event that the Board approves a budget adjustment for the CEO Discretionary Fund.
- At the December 11, 2024, Finance and Administration Committee meeting, the Committee recommended forwarding the request to the full Board for approval.
- Staff recommends approval of increasing the CEO Discretionary Fund to \$100,000 and revising the language in Policy #OP-16.

Fiscal Impact:

The current annual budget of the CEO Discretionary Fund is \$50,000. The proposed increase of \$50,000 would decrease the budgeted net income to \$971,994.



POLICY TITLE: CEO DISCRETIONARY FUND

POLICY NUMBER: OP-16

COMMITTEE APPROVAL: 12-11-2024

BOARD APPROVAL: 12-17-2024

POLICY #OP-16: Discretionary funds awarded to the Chief Executive Officer (“CEO”) are intended to supplement existing and available funds and can be used to fund any qualified non-salaried District expenditure, except as noted in #3 below. Such expenditures, while not integral to District grant-making activities, support the overall activities of the CEO and the Desert Healthcare District community at large.

Discretionary Funds operate under the following guidelines:

1. The CEO Discretionary Fund is structured as a restricted account in the fiscal year awarded. The fiscal year limit is established in the Board of Directors (“Board”) approved annual budget.
2. The CEO Discretionary Fund cannot operate with a deficit balance without Board approval.
3. Expenses greater than \$2,500.00 shall require notification to and approval by the Board President prior to incurring the expense.
4. Legitimate Business Purpose – The CEO must ensure expenses charged to Discretionary Fund are for legitimate business purposes as defined under IRS regulations and District policies. Examples of eligible expenditures are:
 1. Travel to meetings of professional associations or for research activities (subject to approval per Policy #OP-14)
 2. Temporary positions (consultants)
 3. Subscriptions to professional periodicals, memberships in professional organizations, reference books
 4. Sponsorship of events, conferences, and donations to local organizations
 5. Business-related meals and beverages, or hosted professional functions
5. Expenses Not Eligible – Personal expenses of any kind are not eligible for use of discretionary Fund. Examples of items not allowable include:
 1. Home office costs such as furniture and equipment, maintenance expenses, and supplies
 2. Political contributions under any circumstances
 3. Postage for personal correspondence



DESERT HEALTHCARE
DISTRICT & FOUNDATION

4. Office phone sets, or ordinary line charges
5. Memberships in social clubs or airline travel clubs
6. Donations to organizations currently supported by District/Foundation grants are capped at \$5,000

Monthly, the cumulative CEO Discretionary report shall be included in the financials presented to the Finance & Administration Committee. A detailed explanation of new charges shall also be presented by the CEO during the monthly CEO report.

AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

Revised	12-17-2024
Revised	02-27-2024
Revised	03-28-2023
Approved	02-22-2022



POLICY TITLE: CEO DISCRETIONARY FUND

POLICY NUMBER: OP-16

COMMITTEE APPROVAL: 12-11-2024~~02-12-2024~~

BOARD APPROVAL: 12-17-2024~~02-27-2024~~

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Discretionary Funds operate under the following guidelines:

1. The CEO Discretionary Fund is structured as a restricted account in the fiscal year awarded. The fiscal year limit~~budget~~ is established in the Board of Directors (“Board”) approved annual budget at \$50,000 per year.
2. The CEO Discretionary Fund cannot operate with a deficit balance without Board approval.
3. Expenses greater than \$2,500.00 shall require notification to and approval by the Board President prior to incurring the expense.
4. Legitimate Business Purpose – The CEO must ensure expenses charged to Discretionary Fund are for legitimate business purposes as defined under IRS regulations and District policies. Examples of eligible expenditures are:
 1. Travel to meetings of professional associations or for research activities (subject to approval per Policy #OP-14)
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DESERT HEALTHCARE
DISTRICT & FOUNDATION

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AUTHORITIES

Desert Healthcare District Bylaws Article V, section 5.6

DOCUMENT HISTORY

<u>Revised</u>	12-17-2024
Revised	02-27-2024
Revised	03-28-2023
Approved	02-22-2022



Date: December 17, 2024

To: Board of Directors

Subject: Grant # 1333 Organizacion en California de Lideres Campesinas
- budget modification request

Staff recommendation: To approve the attached budget modification request.

Background: On January 24, 2023, the Desert Healthcare District Board of Directors awarded a \$150,000 grant to Organizacion en California de Lideres Campesinas, for the "Healthcare Equity for ECV Farmworker Women and Families". The term of the grant is from February 1, 2023 to January 31, 2025.

Current: Per the email (attached), Finance Manager Leslie Solorio, requests a budget modification to address additional staffing needs to support their work in the Eastern Coachella Valley.

Per the grant contract, "...requests for transfers between budget categories or line items less than ten percent (10%) of the total grant amount that do not change the total grant amount or generate additional line items may be directed to the DISTRICT's Program Department for consideration." Since the amount of this request to transfer funds between approved line items exceeds 10% of the total grant amount, this request is being brought forward to the Board of Directors for consideration.

Fiscal Impact: none

Erica Huskey

From: Leslie Solorio <leslie@liderescampesinas.org>
Sent: Tuesday, December 10, 2024 1:46 PM
To: Donna Craig
Cc: Suguet Lopez; Erica Huskey; yunuen@liderescampesinas.org; Anjelica Martinez; Rosa Elvia Narvaez Oliva; Josie Romero; Lideres Campesinas
Subject: Request for Budget Modification

Hello Donna, I hope you are doing well. Reaching out to request a budget modification on behalf of Organizacion En California De Lideres Campesinas, Inc. We needed to refocus funds to support the need in the payroll area.

If you have any questions please let me know.

--

Thank You,

Leslie Solorio

Organización En California

De Lideres Campesinas, INC.

Finance Manager

"Be the change that you wish to see in the world" — Mahatma Gandhi

Section 1 - Operational Expenses				
Line Item Budget Modification Request				
Grant #: 1333		Organizacion en California de Lidere		Date of Request: 12/10/2024
OPERATIONAL EXPENSES		Approved Project Budget	New Value Requested	Total Line Change
Total Staffing Expenses Detail on Section 2		\$ 102,365.00	\$ 141,940.01	\$ 39,575.01
Equipment (itemize)				
1	Interpretation system	\$ 2,500.00	\$ 2,475.85	\$ (24.15)
2				\$ -
3				\$ -
4				\$ -
Supplies (itemize)				
1				\$ -
2				\$ -
3				\$ -
4				\$ -
Printing / Duplication		\$ 452.00	\$ -	\$ (452.00)
Mailing / Postage				\$ -
Mileage (use current Federal mileage rate)				\$ -
Education / Training				\$ -
Other Direct Project Expenses Not Described Above (itemize)				
1	Gas cards	\$ 2,760.00	\$ 1,650.00	\$ (1,110.00)
2	meals	\$ 6,000.00	\$ 3,150.00	\$ (2,850.00)
3				\$ -
4				\$ -
* Items listed below are included for calculation of the total project budget only. For use of DHCD/F funds, these line items would be included in the allowable 15% indirect cost rate.				
Office / Rent / Mortgage*		\$ 18,000.00	\$ -	\$ (18,000.00)
Telephone / Fax / Internet*		\$ 1,590.00	\$ 783.57	\$ (806.43)
Utilities*		\$ 14,083.00	\$ -	\$ (14,083.00)
Insurance*		\$ 2,250.00	\$ -	\$ (2,250.00)
Indirect Rate		\$ -	\$ -	\$ -
Total Project Budget (Rounded up to nearest dollar)		\$ 150,000	\$ 150,000	\$ -
Budget Narrative	DCHC Funded Items are project costs which are not able to be fully funded by other sources :			
	Interpretation devices for meeting translation purposes. We are working with purepecha community and need the equipment for interpretation			
	Printing and copying was not necessary on the budget it was used to add to the personnel section			
	Intenet and telephone services for budgeted staff on this project			
	Utilities , Rent costs, Insurance costs where not necessary and funds were used to add to personnel section			
	Travel costs for project related training for staff and meetings with the farmworker community			
	The costs of meals is associated with our staff training and community meetings.			

Version 09.11.23 Please see instructions tab for additional information

Section 2 - Itemized Expenses					
Staff Salary Expenses		Annual Salary	% of Time Allocated to Project	Approved Project Budget	New Value Requested
Employee Position/Title					
1	Data Analyst	\$ 112,320.00	35%	\$11,232.00	\$ 20,622.00
2	Communications Position	\$ 108,160.00	20%	\$5,408.00	\$ 13,896.00
3	Bookkeeper I	\$ 122,720.00	20%	\$12,272.00	\$ 15,018.00
4	Finance Manager	\$ 120,640.00	20%	\$12,064.00	\$ 15,419.00
5	Finance Assistant I	\$ 91,520.00	20%	\$3,432.00	\$ 7,174.00
6	Finance Assistant II	\$ 91,520.00	20%	\$3,432.00	\$ 10,194.00
7	Programs Project team	\$ 768,050.00	20%	-	-
8					
9					
10					
Enter Total Employee Benefits / Employer Taxes % (Proportional Fringe Costs and/Or Employer Taxes Based On % Of Time Allocated To Project)			22.00%	10,525.00	19,944.00
Total Will Populate in Total Staffing Expenses Section 1			Total >	\$ 58,365.00	\$ 102,267.00
Budget Narrative - Scope of Work	The programs project team includes project coordinators, project managers, community health workers, outreach workers , Executive director, Director of operations, Victim advocate all of whom are responsible for curriculum development, training, avaluation, documentation, reporting, community outreach and education aand meeting with project partners including clinics.				
Budget Narrative - Scope of Work	Data analyst : responsible for collecting and interpreting data from community health workers and site project coordinators. Analysing results. Reporting the results back to the revant members of the team identifying patterns and trends in data sets.				
Budget Narrative - Scope of Work	Communications : Media specialist work closely with the Project Coordinators and members Community Health Workers. to develop and disseminate culturally and linguistically appropriate PSA's and in supoport of socia media outreach and education and event promotion. Provides training to community health workers and ensures proper documentation and reporting of Lideres Campesinas members online activism.				
Budget Narrative - Scope of Work	Bookkeeper Responsible for processing accounts recievable and payable including payroll, financial grant reporting , assists with developing budgets, preparing for annual audit and financial reporting to executive director and board of directors.				
Budget Narrative - Scope of Work	Finance Manager responsabilities are such as above in bookkeeper responsibilities.				
Budget Narrative - Employee Benefits	Finance Asistants : Responsible for assisting bookkeeper in maintining accounts database: preparing and sending invoices , maintaining current grant balances , preparing bank reconciliations , and reporting to executive director				
Budget Narrative - Scope of Work	Finge Benefits includes Workers compensation, Fica, Sui , Taxes IRA & healthplan.				
Professional Services / Consultant Expenses		Hourly Rate	Hours/Week	Approved Project Budget	New Value Requested
Company and Staff Title					
1	Ijaz Accounting 2 years	\$ 125.00	3	\$ 39,000.00	\$ 39,673.01
2	Emily Goldfarb 1 year	\$ 105.00	5.5	\$ 5,000.00	\$ -
3					
4					
5					
6					
7					
8					
Total Will Populate in Total Staffing Expenses Section 1			Total >	\$ 44,000.00	\$ 39,673.01
Budget Narrative - Scope of Work	Please describe in detail the scope of work for each professional service/consultant with modifications in this request.				



Date: December 17, 2024

To: Board of Directors

Subject: Grant # 1476 Desert Arc

Grant Request: Desert Arc Health Care Program

Amount Requested: \$139,495.00

Project Period: 01/01/2025 to 12/31/2025

Project Description and Use of District Funds:

Since 1959, Desert Arc has championed the rights of people with intellectual and developmental disabilities, guided by its mission to enhance the quality of life and create opportunities for people with disabilities. Their vision is to increase the choices, capabilities, and independence of adults with disabilities. The comprehensive programs and services provided by Desert Arc are designed to give each individual, the most vulnerable members of our society, a safe and supportive, person-centric resource base to reach their highest potential to live, work and socialize in the community.

Desert Arc's Health Care Program provides comprehensive primary and specialty care for individuals with intellectual and developmental disabilities. The requested funding from the Desert Healthcare District & Foundation will support key aspects of the program, including:

1. **Licensed Vocational Nurse (LVN):** A second LVN to assist with daily client care, including medication administration, catheter care, and interventions like post-fall support and seizure management.
2. **Board Certified Behavior Analyst (BCBA):** A BCBA will provide weekly behavior assessments and create individualized behavior support plans, while also training staff to better support clients.
3. **Adjustable Height Medical Beds & Transport Wheelchairs:** Funding is requested for two new adjustable medical beds to replace outdated equipment, and three lightweight transport wheelchairs for safer client transport during medical incidents.
4. **LVN Travel:** The LVNs travel between Desert Arc's locations in Palm Desert and Indio, and job sites, for client care, which includes emergency response,



medication administration, and PPE distribution. Mileage reimbursement is requested for their travel.

The proposed request aligns with the Desert Healthcare District's high priority goals of expanding community access to primary and specialty care services and behavioral/mental health services.

Strategic Plan Alignment:

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

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

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

Strategy 3.4: Improve accessibility of behavioral/mental health services by increasing available telehealth services (High Priority)

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

Geographic Area(s) To Be Served:

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

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 \$139,495.00 be approved.

Recommendation with modifications

Request for more information

Decline



Grant Application Summary

Desert Arc, Grant # 1476

About the Organization

Desert Arc
73255 Country Club Drive
Palm Desert, CA 92260
760-346-1611

Tax ID #: 95-6006700

Primary Contact:

Nick Prudhomme, Development Associate
nprudhomme@desertarc.org

Organization's Mission Statement and History

Since 1959, Desert Arc has historically championed the rights of people with intellectual and developmental disabilities. Its mission is to enhance the quality of life and create opportunities for people with disabilities. The vision is to increase the choices, capabilities, and independence of adults with disabilities is accomplished through its comprehensive programs and services, designed to give individuals served a safe and supportive, person-centric resource base to reach their highest potential to live, work and socialize in the community. Desert Arc supports people with disabilities in Coachella Valley and serves adults, 18 and older, with neurodivergent and physical comorbidities including autism, cerebral palsy, Down syndrome, epilepsy, and other medical conditions. On average, 700 people are enrolled annually in Desert Arc's programs, including a licensed Adult Day Program and Behavior Modification programs, Cafeteria-Nutrition, and Sports and Recreation, each incorporating its vital Health Care Program. Desert Arc is also dedicated to social innovation and has created a variety of enterprises providing Business Services for companies and individuals, providing hands-on training and paid jobs for its clients. Now in its 65th year of service, Desert Arc continues to make a difference in the lives of people with intellectual and developmental disabilities.

Organization Annual Budget: \$20,584,449.00

Project Information

Project Title: Desert Arc Health Care Program

Start Date: 01/01/2025 **End Date:** 12/31/2025

Total Project Budget: \$264,495.00

Requested Amount: \$139,495.00

Community Need for this Project in the Coachella Valley:

The intellectual and developmental disability (IDD) community-at-large in Coachella Valley recognize the important need for equitable access to professional and specialty care services. Desert Arc's clients come to the programs with many health care and medical service needs including G-tube feeding, maintaining patency of the G-tube, blood sugar and breathing treatments, seizure control, interventions for lengthy seizures such as Vagus Nerve Stimulation therapy, recognition of Ventriculoperitoneal (VP) shunt signs and symptoms of malfunction, diabetes control with insulin administration, and many more health care needs specifically related to people with disabilities. The overarching goal of Desert Arc's Health Care Program is to enable all people with disabilities to participate in and benefit from Desert Arc's programs and services with a special focus on individuals with severe and profound intellectual and developmental challenges who would not be able to participate without this critical resource. The highest standards in health care and safety are maintained and family members feel confident and reassured that their loved ones are supported in myriad ways at any given moment with the on-site, full-time staff of two Licensed Vocational Nurses who work under the auspices of an MD and a Board Certified Behavior Analyst. Desert Arc's Health Care Program is fortified by in-house medical and safety supplies and life-saving equipment including AEDs – Automated External Defibrillators at all of the human social services agency's locations and aboard its full fleet transportation vehicles.

Project Description and Use of District funds:

Desert Arc's Health Care Program is an all-encompassing primary and specialty care service to meet the needs of people with intellectual and developmental disabilities served by its mission. The proposed use of the Desert Healthcare District & Foundation funds is to support an integrally vital program that is not funded by the State of California. Specifically, Desert Arc is respectfully seeking the District's funding support for the second Licensed Vocational Nurse (LVN #2), the Board Certified Behavior Analyst, Adjustable Height Medical Beds & Transport Wheelchairs, Personal Protective Equipment, and LVN Travel.

ADJUSTIBLE HEIGHT MEDICAL BEDS AND TRANSPORT WHEELCHAIRS: Desert Arc has collected significant amounts of data regarding its Health Care Program's client

interventions including medication passes, post-fall interventions, seizures, catheter care and more. Based on this data collection Desert Arc is requesting funding for two (2) Adjustable Height Medical Beds which are used during nursing visits, medication administration, and client care on a daily basis. These will be replacing the two current medical beds which have been in use for over 10 years and are in great need of replacement. Additionally, Desert Arc is requesting funding for three (3) Lightweight Transport Wheelchairs to assist in transporting clients from all three buildings on the palm desert campus to the Nurses office in the event of a fall, seizure, or other medical incident. These Transport Wheelchairs will provide greater safety and security to clients en route to the nurse's office to help prevent any further medical incidents.

BOARD CERTIFIED BEHAVIOR ANALYST: Dana S. Plumley, M.A., BCBA specializes in services to individuals with intellectual and development disabilities and consults with Desert Arc's clients 10 hours every week. The Scope of Services encompasses Behavior Assessments, both in person and telehealth, with the careful analysis of contingencies surround challenging behavior to determine likely functions of the behaviors of concern; the creation of individualized behavior support plans addressing each behavior based on the likely function determined through the assessment process; training of Desert Arc's Direct Support Professionals for each client's plan. The training includes behavioral concepts, understanding behavior chains, determining functions of behavior, antecedent/reactive strategies and related topics to enhance the staff's ability to support the clients. This consultant also evaluates, recommends and designs instructional and environmental modifications.

LICENSED VOCATIONAL NURSE/LVN #2 (Salaried/Full-Time): Working in lockstep and under the direction of the Nursing Supervisor/LVN, the second LVN's daily care of clients includes NURSE VISITS (G-Tube Feedings, Physician Ordered Medication Passes, Catheter Care, VNS-Vagus Nerve Stimulation, Blood Glucose Level Checks, Breathing Treatments) and INTERVENTION SERVICES (First Aid, Observations/Post-Fall, Seizures, PRN over the counter medications, COVID Tests and Emergency AED usage). It is their duty to assess, troubleshoot and apply experienced nursing judgement in stressful health care management decisions.

NURSING PROGRAM MANAGER/LICENSED VOCATIONAL NURSE/LVN (Salaried/Full-Time): Responsible for the management of the Nursing Department, ensuring the maintenance of a quality standard of care documentation required to meet Title 17 and Title 22 regulations. Professional Qualifications: Current State of California Vocational Nurse license, Trained AED User, and certified in CPR and First Aid.

IMPORTANT NOTE: The LVNs are based at Desert Arc's corporate headquarters with a Nurse's Office in Palm Desert, but are always on call and travel (MILEAGE REIMBURSEMENT) to its facilities in Indio, plus, client job sites as needed. Responsibilities also include PPE distribution and monthly First Aid Kit / Bloodborne

Pathogen Kit Inspections. Desert Arc's Licensed Vocational Nurses are required by the State of California to fulfill their responsibilities under the auspices of a supervising medical doctor.

CONSULTING PHYSICIAN: Desert Arc has engaged Dr. Eric Presser, MD to serve in this role and he is retained on an annual basis. Dr. Presser is on call for the Nursing Supervisor/LVN to address questions regarding treatments and other matters related to the clients' physician prescribed plan of care. His involvement is strictly to provide medical oversight and consultation.

Strategic Plan Alignment:

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

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

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

Strategy 3.4: Improve accessibility of behavioral/mental health services by increasing available telehealth services (High Priority)

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

Project Deliverables and Evaluation

<p>Deliverable #1: By December 31, 2025 an estimated 230 clients will benefit from the on- and off-site medical care of a full-time Licensed Vocational Nurse Monday through Friday.</p>	<p>Evaluation #1: Desert Arc will monitor the efficacy and impact on a daily basis with an analysis of quantitative and qualitative data for the Licensed Vocational Nurses' Nursing Visits and Intervention Services with the measurement of outcomes assessed by Desert Arc's senior leadership team on a monthly basis. Desert Arc will report on the total number of unduplicated clients seen by the one funded LVN (i.e., the LVN may see the same client several times per day).</p>
<p>Deliverable #2: By December 31, 2025, the Board Certified</p>	<p>Evaluation #2: Board Certified Behavior Analyst will</p>

Behavior Analyst will train 50 Desert Arc staff members, Direct Support Professionals-Instructors in Behavioral Programs, on Behavior Concepts and related topics.	recommend instruction modules and implement training schedule for Desert Arc's Direct Support Professionals and program staff leadership.
Deliverable #3: By December 31, 2025, a Board Certified Behavior Analyst will conduct Behavior Assessments and create Behavior Support plans for 70 clients via in-person services and 15 clients via telehealth services.	Evaluation #3: Board Certified Behavior Analyst will provide both a monthly individual client progress report and an overall status report encompassing types of service(s) and number of people with disabilities served.
Deliverable #4:	Evaluation #4:

Project Demographic Information

Target Geographic Area(s) To Be Served:

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

Target Population Age Group:

18 to 24, 25 to 39, 40 to 54, 55 to 64, 65+

Target Population Ethnicity:

Hispanic/Latino (of any race), Not Hispanic or Latino (of any race)

Target Population Race:

American Indian and Alaska Native, Asian, Black or African American, Native Hawaiian and other Pacific Islander, White

Additional Target Population Information:

Desert Arc serves adults 18 years and older with intellectual and developmental disabilities (aka clients) with 83% diagnosed with intellectual disabilities in tandem with multiple developmental disabilities including 7% with autism, 3% with severe seizure disorders, 8% with cerebral palsy, 3% with Down syndrome, 2% with visual impairments, and 2% with hearing impairments. Desert Arc works in partnership with the Inland Regional Center and the Department of Rehabilitation to promote comprehensive programs and services to accomplish each individual's goals to live, work and socialize in the Coachella Valley community. With currently (8-18-23) 661 clients participating in programs and services offered by Desert Arc, 99% are documented as coming from low to moderate income households and are recognized

by the State of California and the Federal Government definition as having less than 60% of the Area Median Gross Income (AMGI) or a poverty rate of at least 25%. Recent demographics include 62% of the clients are men and 38% are women; 72% live with family members, 17% live independently, and 11% live in residential care; 58% are classified as minorities; and, 18% speak only their native Spanish language.

Capacity, Sustainability, and Partnerships

Organizational Capacity

The heartbeat of Desert Arc's Health Care Program benefits 700 clients on an annual average and is centered on the omnipresent team of two full-time Licensed Vocational Nurses. The Health Care Program is administered by Desert Arc's full-time Executive Vice President and a Director-level position who is directly responsible for supervising this program, now in existence for over a decade.

NURSING PROGRAM MANAGER/LICENSED VOCATIONAL NURSE (Salaried/Full-Time)

LICENSED VOCATIONAL NURSE (Full-Time)

IMPORTANT NOTE: Desert Arc's Licensed Vocational Nurses are required to fulfill their responsibilities under the auspices of a supervising medical doctor.

CONSULTING PHYSICIAN: Dr. Eric Presser, MD BOARD

CERTIFIED BEHAVIOR ANALYST: Dana S. Plumley, M.A., BCBA

Organizational Sustainability:

Desert Arc regards its Health Care Program as paramount in importance to ensure all adults with disabilities are able to participate regardless of their intellectual and developmental challenges. Thus, this 65-year-old human social services agency is dedicated to successfully raising financial support since the State of California does not provide funding to cover these costs.

As a member organization of CDSA, California Disabilities Services Association, Desert Arc is a beneficiary of their advocacy efforts with the State of California legislature to preserve and augment funding for human social services agencies serving and empowering communities of people with intellectual and developmental disabilities.

Partnerships/Collaborations:

Prominent and long-standing community partnerships include collaborative programmatic roles with the following:

- Angel View Dolores & Bob Hope House (Client Residence)
- Angel View Friedman House (Client Residence)
- City of Palm Desert
- County of Riverside

- Department of Rehabilitation
- FIND Food Bank
- Inland Regional Center
- Jewish Family Services (Client Residence)

All of Desert Arc's strategic alliances encompass organizations and city governments who subscribe to its cause and support of people with disabilities

Diversity, Equity, and Inclusion (DEI)

How does your organization address DEI in your policies, strategic plan, board and staff, etc.?

Desert Arc maintains a corporate Cultural Competency, Diversity and Inclusion Plan, a policy which is endorsed and approved/updated annually by its Board of Directors and senior leadership team.

What barriers does your organization face when addressing DEI?

N/A

Grant Budget

Project Grant Budget				
Applicant:		Desert Arc		Desert Arc Health Care Program
OPERATIONAL EXPENSES		Total Project Budget	Funds From Other Sources <small>Detail On Section 3</small>	Amount Requested From DHCD/F
Total Staffing Expenses <small>Detail on Section 2</small>		\$ 220,990.00	\$ 106,161.00	\$ 114,829.00
Equipment (itemize)				
1	Adjustable Height Medical Beds (2)	\$ 3,529.89	\$ -	\$ 3,529.89
2	Transport Wheelchairs (3)	\$ 940.56	\$ -	\$ 940.56
3	Nursing Equipment (2 Medication Carts & 1 Mindray VS9 Vital Signs Monitor)	\$ 11,251.97	\$ 11,251.97	
4			\$ -	\$ -
Supplies (itemize)				
1	PPE	\$ 1,000.00	\$ -	\$ 1,000.00
2	Direct Med Supplies	\$ 7,587.03	\$ 7,587.03	
3			\$ -	
4			\$ -	
Printing / Duplication			\$ -	
Mailing / Postage			\$ -	
Mileage (use current Federal mileage rate)		\$ 1,000.00	\$ -	\$ 1,000.00
Education / Training			\$ -	
Other Direct Project Expenses Not Described Above (itemize)				
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
* Items listed below are included for calculation of the total project budget only. For use of DHCD/F funds, these line items would be included in the allowable 15% indirect cost rate.				
Office / Rent / Mortgage*			\$ -	\$ -
Telephone / Fax / Internet*			\$ -	\$ -
Utilities*			\$ -	\$ -
Insurance*			\$ -	\$ -
Indirect Rate	<input checked="" type="checkbox"/> Check Box To Utilize Indirect Rate Up To 15%	Enter Rate	15.00%	\$ 18,194.92
Total Project Budget (Rounded up to nearest dollar)				
		\$ 264,495	\$ 125,000	\$ 139,495
Budget Narrative	<p>(2) Adjustable Height Medical Beds = two adjustable height medical beds to replace current medical beds which are roughly 10 years old and used daily during the administering of medications, intervention services, and client care. (3)Transport Wheelchairs Personal = Lightweight wheelchairs to be used for safe transport of clients post-fall, or after other types of medical incident. 1 wheelchair will be placed in each of the 3 buildings of the Palm Desert Campus to ensure safe transport for clients in all buildings to the Nurses office. Protective Equipment (PPE) = Safety Supplies including N95 Face Masks, Gloves and Disinfectant Spray. Mileage = Travel Reimbursement for Licensed Vocational Nurses (LVNs) mobile nursing visits from Desert Arc's Palm Desert Campus to people with disabilities' job sites and its Recycling Center and Transportation Depot in Indio for Medical Intervention Services including First Aid, Observations Post Accident and Seizures. Nursing Equipment (FUNDED BY THE HOUSTON FAMILY FOUNDATION) = Two (2) Dual Column Medication Carts and a (1) Mindray VS9 Vital Signs Monitor. Medical Supplies (FUNDED BY THE HOUSTON FAMILY FOUNDATION GRANT AWARD) = Hepatitis B vaccines; Tuberculin serum; PNR such as Ibuprofen, Tylenol, Tums, Pepto-Bismol, Hydrogen Peroxide; Bandages, Gauze, Antibiotic Ointment, Alcohol and Antiseptic Wipes, Thermometers, First Aid Box, Medical Bags and Small Blood Pressure Monitors)</p>			

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Staff Salary Expenses		Annual Salary	% of Time Allocated to Project	Total Project Salary	Amount Requested from DHCD/F
Employee Position/Title					
1	Licensed Vocational Nurse #2	\$ 76,429.00	100%	76,429.00	\$ 76,429.00
2	Nursing Program Manager/ Licensee	\$ 94,312.00	100%	94,312.00	
3	On Call Licensed Vocational Nurse	\$5,849	100%	5,849.00	
4				-	
5				-	
6				-	
Enter Total Employee Benefits / Employer Taxes % (Proportional Fringe Costs and/Or Employer Taxes Based On % Of Time Allocated To Project)				-	-
Total Will Populate In Total Staffing Expenses Section 1				Total >	\$ 176,590.00 \$ 76,429.00
Budget Narrative - Scope of Work	<p>LICENSED VOCATIONAL NURSE/LVN #2 (Full-Time): Under the direction and working closely with the Nursing Supervisor/LVN, Administers medications and treatments, Provides daily care for clients (people with disabilities) in accordance with their physicians' prescribed plan. NURSING PROGRAM MANAGER/LICENSED VOCATIONAL NURSE (LVN) (Salaried/Full-Time) (POSITION FUNDED BY THE HOUSTON FAMILY FOUNDATION): Responsible for the management of the Nursing Department, Daily Administration medications (RX and PRN) and treatments (Breathing, G-tube feeding, etc.), Manages the second LVN, Primary Liaison with Consulting Physician, Provides primary and emergency care for clients (people with disabilities) and staff. ON CALL LICENSED VOCATIONAL NURSE (LVNs) (POSITIONS FUNDED BY THE HOUSTON FAMILY FOUNDATION): Serve as temporary LVNs to allow the Nursing Supervisor/LVN and LVN #2 take vacations and personal time off.</p> <p>LICENSED VOCATIONAL NURSE (Full-Time): Requirements for this LVN include current license in the State of California, CPR and First Aid certifications, and, attend all safety and requisite CEU training classes. Under the direction of the Nursing Supervisor, the LVN will maintain accurate documentation to ensure a quality standard of care in compliance with the requirements set forth in Title 17 and Title 22. Working in lockstep with the Nursing Supervisor/LVN, this LVN responds to all emergencies requiring medical attention, administers medications, treatments and daily care for clients in accordance with their physicians' prescribed plan.</p>				
Budget Narrative - Employee Benefits	<p>LICENSED VOCATIONAL NURSE/LVN #2: \$31.00 Per Hour x 2,088 Work Hours Per Year - Salaried/Full-Time Nursing Supervisor/LVN = \$65,435.00 + \$5,006.00 (Payroll Taxes) + \$1,665.00 (Workers' Comp) + \$343.00 (Unemployment Tax) + \$3,980.00 (Medical/Dental/Vision Insurance) = \$76,429.00 NURSING SUPERVISOR/LICENSED VOCATIONAL NURSE (FUNDED BY HOUSTON FAMILY FOUNDATION) \$38.63 Per Hour x 2,080 Work Hours Per Year - Salaried/Full-Time Nursing Supervisor/LVN = \$80,350.00 + \$6,142.00 (Payroll Taxes) + \$2,330.00 (Workers' Comp) + \$370.00 (Unemployment Tax) + \$5,120.00 (Medical/Dental Insurance) = \$94,312.00 ON CALL LICENSED VOCATIONAL NURSES (FUNDED BY THE HOUSTON FAMILY FOUNDATION) The On Call Licensed Vocational Nurse serves as a temporary LVN to allow the Nursing Program Manager/LVN and the second LVN to take vacation time and/or other personal time off if the need arises such as illness or family emergency = \$5,280.00 + \$392.00 (Payroll Taxes) + \$153.00 (Workers' Comp) + \$24.00 (Unemployment Tax) = \$5,849.00</p>				
Professional Services / Consultant Expenses		Hourly Rate	Hours/Week	Total Project Fee	Amount Requested from DHCD/F
Company and Staff Title					
1	Board Certified Behavioral Analyst	\$ 80.00		\$ 38,400.00	\$ 38,400.00
2	Dr. Eric Presser, MD/Consulting Physician (500.00 Monthly Rate)			\$6,000	
3					
4					
Total Will Populate in Total Staffing Expenses Section 1				Total >	\$ 44,400.00 \$ 38,400.00
Budget Narrative - Scope of Work	<p>DANA S. PLUMLEY, MA, BCBA: Board Certified Behavior Analyst/Certification #1-14-17288 specializes in services to individuals with intellectual and developmental disabilities and has been working with Desert Arc's clients since 2015 on an average of 10 hours per week. Her scope of work includes Behavior Assessment, Behavior Support Plan, Staff Training, Environmental and Instructional Design and Ongoing Behavior Support. CONSULTING PHYSICIAN (FUNDED BY THE HOUSTON FAMILY FOUNDATION GRANT AWARD): The State of California requires Licensed Vocational Nurses (LVNs) to work under the direction of an MD's license. Desert Arc has engaged Dr. Eric Presser, MD to serve in this consulting capacity and he is retained on an annual basis. Dr. Presser is on call for the Nursing Supervisor/LVN to address questions regarding treatments and other matters related to the clients' physician prescribed plan of care. His involvement is strictly for providing medical oversight and consultation with the Nursing Supervisor/Licensed Vocational Nurse.</p>				

Funds From Other Sources (Actual Or Projected) SPECIFIC To This Project		
"Total Funding In Addition To DHCD/F Request" Below Should Match Or Exceed Value Listed In Section 1 for "Funds from Other Sources".		Amount
Fees		
Donations		
Grants (List Organizations)		
1	The Houston Family Foundation	\$125,000
2		
3		
8		
Fundraising (Describe Nature Of Fundraiser)		
1		
2		
3		
8		
Other Income, e.g., Bequests, Membership Dues, In-Kind Services, Investment Income, Fees From Other Agencies, Etc. (Itemize)		
1		
2		
3		
8		
Total Funding In Addition To DHCD/F Request		\$ 125,000.00
Budget Narrative	<p style="color: red;">The Houston Family Foundation awarded Desert Arc a grant in the amount of \$125,000.00 on July 10, 2024 in generous support of its Health Care Program for people with intellectual and developmental disabilities. The funding includes \$94,312.00 for the full time Nursing Program Manager/Licensed Vocational Nurse (LVN), the On Call LVN, Medical Supplies totaling \$7587.03, Nursing Equipment totaling \$11,251.97, and the \$6,000.00 annual fee for Dr Eric Presser, MD, the Consulting Physician.</p>	

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Full Grant Application Scoring



SCORING PARAMETERS

0 TO 1 POINTS	Does Not Meet Expectations
2 TO 3 POINTS	Needs Improvement
4 TO 5 POINTS	Meets or Exceeds Expectations

Total Points Possible = 50 points

Grant Information			
Grant Number:	Organization:	Project Title:	Funding Request:
1476	Desert Arc	Desert Arc Health Care Program	\$139,495.
Programmatic Scoring Review			
Community Need for the Project in Coachella Valley (5 points)	The applicant identifies and describes a specific need(s) for the project within the Coachella Valley by providing relevant, valid data that highlights the full scope of the need. The applicant clearly connects the community need to the project’s targeted population.		
Reviewer 1 - Score: 3	Reviewer 1 - Score Explanation: The proposal highlights the value the funding will bring to the community but lacks supporting data to demonstrate the extent of the need.		
Reviewer 2 - Score: 5	Reviewer 2 - Score Explanation: Desert Arc Health Care Program grant application highlighted the community need for the provision of health care services from medical personnel for the intellectual and developmental disabled community members under their care.		
Reviewer 3 - Score: 5	Reviewer 3 - Score Explanation: The applicant identifies and describes the need specific to this vulnerable community of residents with intellectual and developmental disabilities.		
Reviewer 4 - Score: 4	Reviewer 4 - Score Explanation: The applicant demonstrates a solid understanding of the need for equitable access to		

	<p>professional and specialty care services for the intellectual and developmental disability (IDD) community in Coachella Valley. The response includes specific examples of health care needs faced by their population (e.g., G-tube feeding, seizure interventions, diabetes control). These examples are relevant and emphasize the importance of addressing these needs for participation in Desert Arc’s programs. Additionally, the description of their on-site licensed vocational nurses, collaboration with medical professionals, and investment in life-saving equipment provides a clear picture of their proactive approach to meeting these needs.</p>
<p>Project Description and Use of Funds (5 points)</p>	<p>The applicant describes the scope of the project and how the organization will utilize the Desert Healthcare District’s funding. The applicant clearly states the approach they are going to take to meet the community’s need and specifies how the success of this project directly relates to the District’s mission and current Strategic Plan.</p>
<p>Reviewer 1 - Score: 4.5</p>	<p>Reviewer 1 - Score Explanation: The proposal outlines the specific components Desert Arc is requesting funding for, detailing how each will directly benefit their clients.</p>
<p>Reviewer 2 - Score: 4</p>	<p>Reviewer 2 - Score Explanation: The project description and use of grant funds description was very thorough and provided key details on the use of district funds and made the connection to the District’s mission and current strategic plan.</p>
<p>Reviewer 3 - Score: 4</p>	<p>Reviewer 3 - Score Explanation: The applicant successfully outlines the use of Districts funds: purchasing medical beds and wheelchairs; a board-certified behavior analyst; a licensed vocational nurse/LVN; a nursing program manager/LVN; and a consulting physician.</p>
<p>Reviewer 4 - Score: 5</p>	<p>Reviewer 4 - Score Explanation: The applicant clearly outlines the project’s scope and aligns with the Desert Healthcare District’s mission and Strategic Plan. The proposal details how funding will support critical healthcare services for individuals with intellectual and developmental disabilities. The program emphasizes sustainable impact through staff training and evidence-based interventions. By addressing health equity and providing services otherwise unfunded by the State of California, the project directly supports the District’s goal 2.</p>
<p>Alignment to District Goals, Strategies, and Performance Measures (5 points)</p>	<p>The applicant effectively describes the alignment of the project to the Desert Healthcare District and Foundation 2021-2026 Strategic Plan goals, strategies and performance measures.</p>

<p><u>Reviewer 1 - Score:</u> 5</p>	<p><u>Reviewer 1 - Score Explanation:</u> Project aligns with the District’s high priority goals.</p>
<p><u>Reviewer 2 - Score:</u> 5</p>	<p><u>Reviewer 2 - Score Explanation:</u> The grant proposal aligns with one of the DHCD Strategic Plan goals and strategies, specifically goals 2 & 3 and strategies 2.7 , 3.6, and 3.7.</p>
<p><u>Reviewer 3 - Score:</u> 4</p>	<p><u>Reviewer 3 - Score Explanation:</u> The project directly aligns with strategic plan goals 2 and 3; strategies 2.7, 3.4 and 3.6.</p>
<p><u>Reviewer 4 - Score:</u> 5</p>	<p><u>Reviewer 4 - Score Explanation:</u> The application demonstrates exceptional alignment with the Desert Healthcare District and Foundation 2021-2026 Strategic Plan by addressing high-priority strategies and goals. It directly supports Goal 2 (expanding access to primary and specialty care) and Goal 3 (expanding behavioral/mental health services).</p>
<p>Project Deliverables and Evaluation (5 points)</p>	<p>The applicant provides project deliverables that are specific, measurable, attainable, and time-bound. Project deliverables must align with at least one of the Desert Healthcare District and Foundation’s 2021-2026 Strategic Plan goals and a related strategy/strategies. Additionally, applicant clearly demonstrates the alignment of their project deliverables to the appropriate performance measures, as outlined in the application instructions.</p> <p>Each evaluation corresponds to a project deliverable. The evaluation accurately measures the project’s effectiveness, impact and includes appropriate qualitative and/or quantitative tracking methods. The evaluation section 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 deliverables of the project. • Evaluation is in alignment with identified Desert Healthcare District and Foundation’s 2021-2026 Strategic Plan goal(s), strategies, and 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><u>Reviewer 1 - Score:</u> 4</p>	<p><u>Reviewer 1 - Score Explanation:</u> The deliverables are clearly outlined, providing a solid understanding of what Desert Arc aims to achieve with the requested funding. However, the evaluation measures could benefit from more detail to offer a clearer picture of how success will be assessed.</p>

<u>Reviewer 2 - Score:</u> 5	<u>Reviewer 2 - Score Explanation:</u> The project deliverables and evaluation of the project were clear, detailed, and met the requirements for this section.
<u>Reviewer 3 - Score:</u> 5	<u>Reviewer 3 - Score Explanation:</u> The 3 deliverables are succinct and well-defined: 230 clients will benefit from the medical care of the LVNs; 50 Desert Arc staff member will receive training from the behavior analyst; and the behavior analyst will conduct assessment and support plans for 85 clients.
<u>Reviewer 4 - Score:</u> 5	<u>Reviewer 4 - Score Explanation:</u> Each deliverable is clearly defined, measurable, and impactful: providing nursing care to 230 clients, training 50 staff members in behavioral health concepts, and conducting assessments and support plans for 85 clients, including telehealth options. By leveraging specialized roles and telehealth to expand access, the proposal effectively addresses underserved community needs aligning with strategic goals.
Organizational Capacity (5 points)	The applicant details their organization's capacity to meet the demands of this project including allocated staff time, internal expertise, organizational structure, etc. 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.). The applicant demonstrates reliability for this kind of work (strength, a history or track record of achievements, related mission, and letters of support).
<u>Reviewer 1 - Score:</u> 4	<u>Reviewer 1 - Score Explanation:</u> Additional details on Desert Arc's capacity would help provide a clearer understanding of their ability to implement and sustain the proposed deliverables.
<u>Reviewer 2 - Score:</u> 5	<u>Reviewer 2 - Score Explanation:</u> Desert Arc has a proven track record of advocating and providing life-changing services to one of the most vulnerable community members. As a previous District grantee, they have excelled in their performance and reporting of awarded previous grants.
<u>Reviewer 3 - Score:</u> 4	<u>Reviewer 3 - Score Explanation:</u> The organization has the necessary capacity to carry out the project/program.
<u>Reviewer 4 - Score:</u> 5	<u>Reviewer 4 - Score Explanation:</u> Desert Arc's application effectively demonstrates its capacity to meet the project's demands through a well-structured team that includes two full-time Licensed Vocational Nurses, overseen by the Executive Vice President and a Director, ensuring strong organizational support. The program's decade-long history of serving 700 clients annually highlights its reliability and track record of success. Internal expertise is further strengthened by a Board-Certified Behavior

	Analyst and the oversight of a consulting physician, Dr. Eric Presser, adding credibility and interdisciplinary support. The resource allocation and alignment with the organization’s mission reflect thoughtful planning.
Organization Sustainability (5 Points)	The application highlights their organization’s sustainability strategies around funding, staff recruitment/retention, effective collaboration and partnerships, thoughtful long-term planning, etc.
Reviewer 1 - Score: 4	Reviewer 1 - Score Explanation: The requested project is similar to what was funded last year; however, Desert Arc has secured an additional \$125,000 grant from the Houston Family Foundation, demonstrating a diversified funding strategy.
Reviewer 2 - Score: 3	Reviewer 2 - Score Explanation: This section required more information to describe the sustainability and future funding for the organization.
Reviewer 3 - Score: 4	Reviewer 3 - Score Explanation: This 65 year old organization has the necessary means to achieve sustainability.
Reviewer 4 - Score: 4	Reviewer 4 - Score Explanation: The organization demonstrates a clear commitment to sustainability in funding through advocacy and external support mechanisms. Its longevity (65 years) indicates a history of operational stability, and its membership in CDSA highlights strategic collaboration to ensure funding advocacy for services supporting individuals with intellectual and developmental disabilities. These aspects align with the prompt’s focus on thoughtful long-term planning and effective collaboration.
Partnerships/Collaborations (5 Points)	The application demonstrates a collaborative process that includes multiple community partners involved in planning and implementation. Organizational partners are listed and each of their roles in the project are outlined. Letters of support and/or memorandums of understanding are included, as appropriate.
Reviewer 1 - Score: 3	Reviewer 1 - Score Explanation: The partnership lists the community partners; however, it doesn’t detail the role of any or how they contribute to the overall project.
Reviewer 2 - Score: 5	Reviewer 2 - Score Explanation: Desert Arc has long established partnerships with additional organizations that serve the same population and/or provide supportive services.
Reviewer 3 - Score: 4	Reviewer 3 - Score Explanation: The organization has prominent and long-standing community partnerships the include

	collaborative programmatic roles with many organizations. All of Desert Arc's strategic alliances encompass organizations and city governments who subscribe to its cause and support of people with disabilities.
Reviewer 4 - Score: 4	Reviewer 4 - Score Explanation: The application demonstrates a strong collaborative process, involving multiple community partners such as Angel View, City of Palm Desert, County of Riverside, FIND Food Bank, and others. These partnerships are clearly listed, reflecting a broad base of support for the project. However, the application does not provide specific details on the roles of each partner in planning and implementation, nor does it mention whether letters of support or memorandums of understanding (MOUs) are included, which would enhance the clarity of the collaboration. While the partnerships align with Desert Arc's mission and show commitment to supporting individuals with disabilities, more detail on the partners' specific roles and formal documentation of support would strengthen the application. Overall, it meets expectations but could exceed them with further elaboration.
Budget (5 points)	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 deliverables. <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.
Reviewer 1 - Score: 5	Reviewer 1 - Score Explanation: The budget is specific and reasonable, and all items align with the described project.
Reviewer 2 - Score: 4	Reviewer 2 - Score Explanation: The grant proposal budget is adequate and in line with the proposed deliverables
Reviewer 3 - Score: 4	Reviewer 3 - Score Explanation: The applicant's budget is reasonable and specific, showing funds from other sources to support this project. The budget narrative matches the application narrative.
Reviewer 4 - Score: 4	Reviewer 4 - Score Explanation: The applicant provides a detailed and reasonable breakdown of expenses, including itemized costs for equipment, supplies, and staffing. Each cost is explained in the narrative, showing alignment with the project's goals, such as the need for medical beds, transport wheelchairs, PPE, and medical supplies to support client care. Staffing costs are well-justified, with clear

	descriptions of the roles and salaries for licensed vocational nurses. The inclusion of funding from the Houston Family Foundation for some equipment and supplies demonstrates secured financial support. Overall, the budget aligns with the project’s activities and deliverables, but more transparency about in-kind contributions and additional funding sources would strengthen the application.
Fiscal Scoring Review	
Fiduciary Compliance (5 Points)	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.
Reviewer 1 - Score: 4.5	Reviewer 1 - Score Explanation: The applicant has unmodified financial statements, which have been reviewed and approved by Board of Directors. The Current ratio is strong, which means the organization can meet its short obligations. Although cash flow was not positive for the previous audited fiscal year, there was a positive cash flow for fiscal year 2023-24.
Reviewer 2 - Score: 4.5	Reviewer 2 - Score Explanation: Unmodified financial statements presented to and approved by Board of Directors. Organization has sufficient assets to meet liabilities. Positive cash flow noted for most recent fiscal year, which offsets negative cash flow from year prior.
Financial Stability (5 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. If a strategic plan does not exist, other documentation is presented to identify future sources of funding. The requested grant amount is reasonable in comparison to the overall organizational budget.
Reviewer 1 - Score: 4.5	Reviewer 1 - Score Explanation: The grant request is rational to the overall organizational budget, which includes funding from multiple sources. Although the Strategic plan is in place for FY25, there could a litte more detail on the finance plan for the new fiscal year.
Reviewer 2 - Score: 4.5	Reviewer 2 - Score Explanation: Multiple funding sources noted on organizational budget. Strategic plan submitted, but didn’t include short and long-term funding details. Grant amount is reasonable compared to organizational budget.

TOTAL SCORES - PROGRAMMATIC		TOTAL SCORES - FISCAL	
REVIEWER 1	32.5/40 POINTS = 81.25%	REVIEWER 1	9/10 POINTS = 90%
REVIEWER 2	36/40 POINTS = 90%	REVIEWER 2	9/10 POINTS = 90%
REVIEWER 3	34/40 POINTS = 85%	AVERAGE	9 POINTS = 90%
REVIEWER 4	36/40 POINTS = 90%		
AVERAGE	35 POINTS = 87%		

Average Total Score: 44 / 50 = 88%

EXHIBIT B

PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES

<u>Project Title</u>	<u>Start/End</u>
Desert Arc Health Care Program	1/01/2025 12/31/2025

PAYMENTS:

(2) Payments: \$62,773.
10% Retention: \$13,949.

Total request amount: \$ 139,495.00

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Grant Requirements for Payment	Payment
1/01/2025	Signed Agreement submitted & accepted.	Advance of \$62,773. for time period 1/01/2025 - 6/30/2025
8/01/2025	1st six-month (1/01/2025 - 6/30/2025) progress report, budget reports and receipts submitted & accepted	Advance of \$62,773. for time period 7/01/2025 - 12/31/2025
2/01/2026	4th six-month (7/01/2025 - 12/31/2025) progress report, budget reports and receipts submitted & accepted	\$0
2/15/2026	Final report (1/01/2025 - 12/31/2025) and final budget report submitted & accepted	\$13,949. (10% retention)

TOTAL GRANT AMOUNT: \$ 139,495.

DELIVERABLES:

Project Deliverables and Evaluation

<p>Deliverable #1: By December 31, 2025 an estimated 230 clients will benefit from the on- and off-site medical care</p>	<p>Evaluation #1: Desert Arc will monitor the efficacy and impact on a daily basis with an analysis of quantitative</p>
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<p>of a full-time Licensed Vocational Nurse Monday through Friday.</p>	<p>and qualitative data for the Licensed Vocational Nurses' Nursing Visits and Intervention Services with the measurement of outcomes assessed by Desert Arc's senior leadership team on a monthly basis. Desert Arc will report on the total number of unduplicated clients seen by the one funded LVN (i.e., the LVN may see the same client several times per day).</p>
<p>Deliverable #2: By December 31, 2025, the Board Certified Behavior Analyst will train 50 Desert Arc staff members, Direct Support Professionals-Instructors in Behavioral Programs, on Behavior Concepts and related topics.</p>	<p>Evaluation #2: Board Certified Behavior Analyst will recommend instruction modules and implement training schedule for Desert Arc's Direct Support Professionals and program staff leadership.</p>
<p>Deliverable #3: By December 31, 2025, a Board Certified Behavior Analyst will conduct Behavior Assessments and create Behavior Support plans for 70 clients via in-person services and 15 clients via telehealth services.</p>	<p>Evaluation #3: Board Certified Behavior Analyst will provide both a monthly individual client progress report and an overall status report encompassing types of service(s) and number of people with disabilities served.</p>

The Desert Healthcare District has implemented Results-Based Accountability (RBA) into their grantmaking process to streamline reporting and offer a straightforward approach to effectively measuring program-level performance.

Strategic Plan Alignment:

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

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

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

Performance Measures:

- # of clients who were directly connected to a primary and specialty care service provider

Strategy 3.4: Improve accessibility of behavioral/mental health services by increasing available telehealth services

Performance Measures:

- # of telehealth visits
- #of clients served as a result of telehealth access

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

Performance Measures:

- # of clients who were directly connected to behavioral/mental health services
- # of clients who increased their knowledge of behavioral/mental health resources



Date: December 17, 2024

To: Board of Directors

Subject: Grant # 1485 OneFuture Coachella Valley

Grant Request: RN Expansion Project

Amount Requested: \$374,900.00

Project Period: 01/01/2025 to 12/30/2026

Project Description and Use of District Funds:

OneFuture launched the Healthcare Workforce Leadership Roundtable (HWLR) in collaboration with Eisenhower Medical Center, Desert Care Network/Tenet, Inland Empire Health Plan, and the Desert Healthcare District to address healthcare workforce challenges in the region, focusing on education, talent development, retention, and upskilling. The first initiative of HWLR targets the RN shortage, exacerbated by the COVID-19 pandemic. Nationally, over 100,000 nurses left the workforce in 2021, and recent data shows high turnover rates, especially among early-career nurses.

HWLR's strategy includes expanding the College of the Desert's Associate Degree in Nursing program, increasing enrollment by 70 new students (35 in Aug. 2024 and 35 in Jan. 2025). The expansion is supported by scholarships and holistic services through OneFuture, addressing financial, academic, mental wellness, and career transition needs.

Partners have pledged \$786,000 each, contributing to a total \$3.4M budget. This includes grants from Desert Care Network/Tenet (\$1.8M) and commitments from Eisenhower Health and IEHP. OneFuture is requesting a \$374,900 grant to support 35 of the 70 additional RN students with scholarships and holistic services. The initiative aims to build a local, resilient nursing workforce, improving healthcare access and outcomes in the Coachella Valley, aligned with the Desert Healthcare District's strategic high priority goal of expanding community access to primary and specialty care services.

Strategic Plan Alignment:

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



Strategy 2.1 Increase the number of primary and specialty care professionals to support Coachella Valley residents (High Priority)

Strategy 2.5 Collaborate/Partner with culturally competent training programs to expand primary care residency and nursing programs (High Priority)

Geographic Area(s) To Be Served:

Bermuda Dunes, Cathedral City, Coachella, Desert Hot Springs, Indio, La Quinta, Mecca, North Shore, Oasis, Palm Desert, Palm Springs, Thermal, Thousand Palms, All 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 \$374,900.00 be approved.

Recommendation with modifications

Request for more information

Decline



Grant Application Summary

OneFuture Coachella Valley, Grant # 1485

About the Organization

OneFuture Coachella Valley
41550 Eclectic Street, Suite 204 D
Palm Desert, CA 92260
760-989-4211

<http://onefuturecv.org>

Tax ID #: 81-3653698

Primary Contact:

Jacqui Tricco, VP Finance & Operations
jacqui@onefuturecv.org

Organization's Mission Statement and History

The mission of OneFuture Coachella Valley is to ensure students succeed in college, career, and life - expanding and enhancing the local workforce so that both Coachella Valley youth and the local economy thrive. Through a range of programs and collaborations, OneFuture provides resources, scholarships, and opportunities to help young people succeed by building a strong local workforce that can meet the needs of the regional economy.

OneFuture serves historically marginalized students and provides services that address racial and economic inequities in education and career attainment, including work-based/experiential learning, college and career pathway planning, scholarships and financial aid coaching, one-on-one counseling, mental wellness support, undergraduate internships, career mentorship, networking, and job connections.

OneFuture's work is framed around equitable access to education and economic success for our students and community. We address systemic barriers and offer resources and programming designed to remove these barriers so that historically marginalized and underrepresented students can reach their full potential. 88% of local K-12 students are Latino(a) and an equal percentage are eligible for Free and Reduced lunch (a key measure of economic need).

Organization Annual Budget: \$4,291,260.00

Project Information

Project Title: RN Expansion Project

Start Date: 01/01/2025 **End Date:** 12/30/2026

Total Project Budget: \$3,413,150.00

Requested Amount: \$374,900.00

Community Need for this Project in the Coachella Valley:

Nationally, the U.S. Bureau of Labor Statistics projects a need for over 275,000 new nurses by 2030. This Registered Nurses (RN) shortage imposes severe financial and operational challenges on healthcare providers. Approximately 70% of local RNs work in bedside care roles, which have high turnover rates, costing hospitals an average of \$46,100 per RN turnover.

In California, the demand for RNs is expected to grow by 16% between 2020 and 2030, outpacing the national average. Compounding this challenge is over 50% of RNs are over age 50. The Coachella Valley and Riverside County face a critical shortage of healthcare professionals, particularly RNs, compounded by a rapidly growing and aging population and high poverty rates. Additional effects of the pandemic, stress and burnout associated with low RN numbers and increasing tasks and long hours as a result of the shortages are additional challenges in the healthcare field. These trends underscore the urgency for local solutions to the RN shortage.

The Valley's shortage of RNs directly impacts healthcare delivery and patient outcomes. According to the Desert Healthcare District's 2023 market analysis, the region faces profound health disparities, exacerbated by a shortage of healthcare professionals, particularly RNs. The HWLR has identified the need for targeted interventions to address this shortage. Their data indicates that the Valley requires an additional 350 RNs to meet current healthcare demands. This gap is projected to widen as the population ages and healthcare needs increase.

Local healthcare providers, including Desert Care Network and Eisenhower Health, report significant challenges in recruiting and retaining RNs. The vacancy rate for RNs in the area stands at approximately 17%, with hospitals averaging 87 days to fill an experienced RN position. This shortage leads to increased workloads for existing staff.

In addition, educational disparities contribute significantly to the healthcare shortage. Only 28% of residents hold a bachelor's degree or higher, contrasting sharply with the rising demand for post-secondary education, where a recent Georgetown University study predicts that 85% of good jobs by 2031 will require it. This educational gap

impacts economic opportunities in the region: in 2021, residents without a high school diploma faced a 14% unemployment rate, while those with a bachelor's had a 2.4% unemployment rate. The Valley's poverty rate of 18.4% is significantly higher than California's average of 12.2%. 31% of K12 students live in poverty and more than 84% are students of color and — a demographic that often faces systemic barriers to educational attainment, including limited access to quality education, financial constraints, and mentors to demonstrate a career path.

The need for diversity in the local healthcare workforce is equally pressing. The current healthcare workforce does not reflect the Valley's racial diversity, making culturally responsive care more challenging. Expanding RN pathways for underrepresented groups is essential to improving care outcomes. Research from the Brookings Institution and Center for American Progress shows that students of color face added barriers in higher education, such as extended time-to-degree, increased debt, and lower starting wages. These challenges hinder their entry into the workforce and perpetuate economic disparities, limiting healthcare providers' ability to recruit culturally representative talent.

To address these challenges, the International Council of Nurses (ICN) argues that individual resilience is insufficient; instead, significant investment in the nursing workforce is essential for healthcare system recovery. Addressing this shortage and gaps in diversity requires a multifaceted approach, including expanding local RN education programs, providing supportive services to retain nursing staff, and developing career pathways for underrepresented groups. By investing in these strategies, the Valley can build a resilient workforce that meets the needs of its diverse population.

Expanding access to RN education and training, coupled with supportive services, is essential to help underrepresented students succeed. Targeted programs offering college navigation, financial aid planning, scholarships, and skill-building workshops are proven to help students overcome barriers to higher education and enter high-demand careers. Developing local talent pipelines will improve healthcare access, reduce costs associated with workforce shortages, and address economic inequities, creating career pathways for students who may otherwise lack access. This approach enhances healthcare outcomes, reduces poverty, and strengthens the local economy.

Project Description and Use of District funds:

Most recently, to address education, talent development, retention, and upskilling in the regional healthcare workforce, OneFuture established the Healthcare Workforce Leadership Roundtable (HWLR) in collaboration with Eisenhower Medical Center, Desert Care Network/Tenet, Inland Empire Health Plan (IEHP), and the Desert Healthcare District (DHCD).

The HWLR is a collaborative leadership body focused on education, talent

development, retention, and upskilling to address critical healthcare workforce needs in the region. The HWLR first initiative is an agreed-upon strategy to address the RN shortage. The COVID-19 pandemic underscored the critical need for a sustainable and resilient healthcare system, as nurse shortages worsened with increased stress, burnout, and high turnover rates. In 2021 alone, the national nursing workforce dropped by over 100,000—the largest decline in four decades. Additionally, recent data show nearly one in five RNs left their organization between 2022 - 2023, with rates increasing to one in four for nurses in their first two years.

The HWLR has developed a regional co-investment structure to expand the number of local nurse graduates to address the shortage by increasing College of the Desert's Associate Degree in Nursing (ADN) program to enroll 70 new RN students - beginning with 35 new students in Aug. 2024 and adding 35 new students in Jan. 2025. The HWLR agreed this expansion would be paired with scholarships and holistic support services through OneFuture to address financial aid need gaps, assess students' academic, financial, mental wellness and career path/workforce transition needs, and develop a tailored holistic student support services curriculum. OneFuture will track student progression through their GPA, persistence rate, degree completion, time to degree, and transition into the workforce. The target goal is 85% or approximately 30 students complete an ADN degree in 2 years. By doing this, the HWLR is not only expanding local training capacity for RN students but also providing support to increase persistence and timely completion of degrees and successful transition and retention in the local nursing workforce.

This dual approach of expanding capacity and addressing systemic workforce issues aims to cultivate a local, resilient nursing workforce. By providing viable career pathways and addressing burnout, HWLR and OneFuture are equipping the healthcare system to better meet the community's needs and offering underrepresented students access to high-demand, rewarding careers in healthcare.

Through the leadership of the HWLR, employers, education and nonprofit partners are modeling an innovative approach to solving community education, workforce and economic mobility issues facing the Coachella Valley. DHCD's partnership and contribution to the RN Expansion project will build an infrastructure to support a local pipeline of students filling high demand healthcare jobs for the region, increase access to culturally responsive healthcare, address the critical nursing workforce shortage, and improve health outcomes for the residents of the Coachella Valley well into the future.

The RN Expansion Project aligns with the DHCD's mission and high priority Strategic Plan Goal 2.1, to provide funding to support an increase in the number of primary care and specialty professionals.

Each partner organization of the HWLR has pledged a minimum \$786,000 toward this

initiative, reflecting a regional co-investment strategy to significantly boost local RN training capacity and address the RN shortage. Desert Care Network/Tenet Health Foundation led the way with a \$1.8M grant supporting an initial \$3.4M projected budget. Eisenhower Health and IEHP each committed \$786,000 each to the COD operational costs to launch the project. With the understanding that DHCD could not commit funding without going through the grant process, the HWLR recommended OneFuture to submit a grant to DHCD to cover scholarships and holistic student support services for the 2nd cohort of 35 students that will be enrolled in January 2025.

Total \$3.4 M budget breakdown:

- \$786,000 Tenet - COD cost to expand RN program
- \$786,000 Eisenhower Health - COD cost to expand RN program
- \$786,000 IEHP
 - \$500,000 paid immediately to COD for the cost to expand the RN skills lab.
 - The remaining \$286,000 to be provided by IEHP in alignment with their requirements for support.
- \$374,900 proposed grant to OneFuture to support the RN expansion through scholarships, holistic support services, and research & evaluation
- \$314,600- COD will identify a source of funding for the incremental operational expenses for the RN expansion project.
- \$350,000 from Desert Care Network/Tenet Health Foundation grant to support scholarships and holistic student support services for the first cohort of 35 students (August 2024) plus research & evaluation costs.

OneFuture proposes a two-year grant of \$374,900 to support the RN Expansion project. The requested funding will be used to secure DHCD co-investment which is critical to completing the full co-investment agreement to support the RN Expansion initiative of the HWLR.

Total funds requested will support:

\$175,000 (87,500 per year) for scholarships for the RN Expansion (\$2,500 x 35 students x 2 years) specifically for the 2nd cohort. The first cohort of 35 students has been paid for by The Tenet Foundation, making this grant request specifically for the second cohort.

\$126,000 (\$63,000 per year) for holistic student support services and data collection (\$1,800 x 35 students x 2 years). The holistic student supports include wellness checks, (physical and social/emotional), college and career preparedness, financial aid

assessment, and professional and leadership development, all essential to enhancing student success and retention.

\$25,000 (\$12,500 per year) for external research, data, and evaluation by (Motivate Labs - University of Virginia). This research will assess factors impacting student success, particularly concerning mental health, burnout, and health workforce environment challenges. Motivate Lab will conduct focus groups, implement surveys, and support the development of strategies that will identify obstacles facing local RN students as well as solutions for addressing these barriers as they progress through the COD program and enter the workforce.

\$48,900 (\$24,450 per year) in Indirect costs (15%) to support program implementation, administration, and reporting requirements.

TOTAL REQUESTED FUNDING = \$187,450 per year or \$ 374,900- total request

This funding will fill in a critical portion of the HWLR co-investment structure. It will provide scholarships, holistic student support services for an additional 35 students for two years. By securing DHCD's co-investment, OneFuture and the HWLR will enhance regional healthcare capabilities through a collaborative commitment to education, talent retention, and workforce development.

Strategic Plan Alignment:

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

Strategy 2.1 Increase the number of primary and specialty care professionals to support Coachella Valley residents (High Priority)

Strategy 2.5 Collaborate/Partner with culturally competent training programs to expand primary care residency and nursing programs (High Priority)

Project Deliverables and Evaluation

<p>Deliverable #1: Expand RN Program Capacity Objective/Deliverable: By November 30, 2026, increase College of the Desert's ADN program capacity by awarding scholarships to 35 additional students.</p>	<p>Evaluation #1: Evaluation:</p> <ul style="list-style-type: none">• Annually review financial aid packages to maximize DHCD funding as "last dollar in," ensuring students capture available state, federal, and institutional aid.
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	<ul style="list-style-type: none"> • Monitor enrollment data each term to confirm the increased intake and track how these scholarships impact student debt reduction compared to previous cohorts. • Utilize student case management files, research and program evaluation, and annual surveys to monitor progress, pivot, and/or add services that target removing barriers to degrees, increasing employment retention, and graduating RN's who are culturally competent and fully prepared for the workforce.
<p>Deliverable #2: Implement Comprehensive Holistic Support Services</p> <p>By August 1, 2026, implement a customized, holistic support services program for 35 students tailored to the needs of the RN Expansion cohort; financial aid assistance, childcare, food and rental support, transportation, mental health; including emotional intelligence, time management, stress load management and coping skills, and communication.</p>	<p>Evaluation #2: Evaluation:</p> <ul style="list-style-type: none"> • Report on research and evaluation findings regarding employment retention, and program persistence and degree completion. Track the types and frequency of services accessed by students and assess their effectiveness through surveys measuring student satisfaction and stress reduction. • Compare graduation rates of RN Expansion students with previous cohorts to determine the impact of these support services on program persistence and completion rates.
<p>Deliverable #3:</p>	<p>Evaluation #3:</p>
<p>Deliverable #4:</p>	<p>Evaluation #4:</p>

Project Demographic Information

Target Geographic Area(s) To Be Served:

Bermuda Dunes, Cathedral City, Coachella, Desert Hot Springs, Indio, La Quinta, Mecca, North Shore, Oasis, Palm Desert, Palm Springs, Thermal, Thousand Palms, All areas

Target Population Age Group:

18 to 24, 25 to 39

Target Population Ethnicity:

Hispanic/Latino (of any race)

Target Population Race:

American Indian and Alaska Native, Asian, Black or African American, Native Hawaiian and other Pacific Islander, White, Some other race

Additional Target Population Information:

The target population for the RN Expansion program are the students with the 35 next highest application scores per term received by COD. While specific demographic details for these students are not yet fully known, OneFuture plans to build a student profile through insights gathered from one-on-one counseling and student support sessions. This approach will help identify and address the unique barriers these students face, allowing OneFuture to tailor its programming more effectively.

The Coachella Valley region faces significant economic challenges, with poverty rates ranging from 13.7% in Palm Desert to 27.4% in Mecca, and 81% of K-12 students qualifying for Free and Reduced Lunch, indicating high levels of economic need. Additionally, 66% of OneFuture's Scholars are the first in their families to attend college, reflecting the large population of first-generation college students, many of whom come from migrant backgrounds. With large populations of migrants Coachella Valley has a high number of first-generation college students. Residents over age 25 with at least a bachelor's degree range from 0.0% in Mecca to 43% in Palm Desert (HARC, 2021).

OneFuture primarily serves students from low-to-moderate-income households who are underrepresented in higher-wage careers, such as nursing. These students often come from families with limited knowledge of higher education pathways and face numerous obstacles to college success and career advancement. By providing targeted support, such as financial aid guidance, career counseling, and mentorship, OneFuture seeks to empower these students to navigate the complexities of higher education and enter careers that offer economic stability and growth. Through the RN Expansion program, OneFuture aims to bridge the gap for aspiring healthcare professionals in the Coachella Valley, helping them overcome socioeconomic barriers and ultimately contribute to a more equitable and representative healthcare workforce.

Capacity, Sustainability, and Partnerships

Organizational Capacity

OneFuture's a well-established regional, cross-sector, intersegmental collaborative, focusing on improving prospects for low-income students by aligning efforts so students can progress into and through college, and into jobs. Today, more than 3,100 students have received holistic student support services and more than \$17M in scholarships through the OneFuture collaborative. OneFuture exists to assure students succeed in college, career and life — expanding and enhancing the local workforce so that our youth and economy thrive. OneFuture is uniquely positioned to accomplish this work. OneFuture maintains well-established, trust-based relationships with college students and alumni; a unique, collaborative connection to K-12 districts, higher education, and healthcare employers within the Coachella Valley.

OneFuture provides support services for healthcare scholars through financial aid and college planning, as follows:

- Provides skill development through college success leadership workshops and 1-on-1 counseling
- Assures students have resources and support to continue and complete degrees leading to health careers
- Manages the online scholarship/college and career navigation portal (C2Nav): application intake, reviewer trainings, application review, scholar selection
- Embeds health careers resources into the portal, marketing scholarships, recruiting applicants, and providing career path resources.

Staff responsible:

- Vice President of College Success
- Associate VP Curriculum & Instruction
- Student Success Coordinator
- Scholarship Data Analyst
- Sr College Success Coord. 1 & 2
- Administrative Assistant

Program, Scholarship, and Financial Management: Scholarship disbursement, scholarship partnership administration, expenditure tracking, reconciliation, financial reporting, college/university verification.

Staff responsible:

- VP Finance & Operations
- Scholarship Data Analyst
- Sr College Success Coord. 1 & 2
- Vice President of College Success

Program Data Management: Collect data on college pathways, financial aid counseling,

and scholarships. Measure contribution to broader goals outlined in Regional Plan for College & Career Success 2.0. Staff responsible:

- CEO/President
- Vice President of Regional Strategy
- Vice President of College Success
- Associate VP Curriculum & Instruction
- Sr College Success Coord. 1 & 2

OFCV provides support services for healthcare scholars through financial aid and college planning, as follows:

- Provides skill development through college success leadership workshops and 1-on-1 counseling
- Assures students have resources and support to continue and complete degrees leading to health careers
- Manages the online scholarship/college and career navigation portal (C2Nav): application intake, reviewer trainings, application review, scholar selection
- Embeds health careers resources into the portal, marketing scholarships, recruiting applicants, and providing career path resources.

Staff responsible:

- Vice President of College Success
- Associate VP Curriculum & Instruction
- Sr College Success Coord. 1
- Scholarship Data Analyst
- Sr College Success Coord. 2
- Administrative Assistant

Program, Scholarship, and Financial Management: Scholarship disbursement, scholarship partnership administration, expenditure tracking, reconciliation, financial reporting, college/university verification.

Staff responsible:

- VP Finance & Operations
- Scholarship Data Analyst
- Sr College Success Coord. 1 & 2
- Vice President of College Success

Program Data Management: Collect data on college pathways, financial aid counseling, and scholarships. Measure contribution to broader goals outlined in Regional Plan for College & Career Success 2.0.

Staff responsible:

- CEO/President
- Vice President of Regional Strategy
- Vice President of College Success

- Associate VP Curriculum & Instruction
- Sr College Success Coord. 1 & 2

Organizational Sustainability:

For the past 17 years, OneFuture has worked as a catalyst to drive student success in partnership with the region's three unified school districts, colleges and universities, business, and community organizations. This collaborative has developed targeted success strategies and goals defined in the Regional Plan for College and Career Success. In addition to establishing a sustained structure to coordinate partners in service to our community's students and families, OneFuture has provided direct programs and services to ensure students are prepared and supported throughout their college career.

The proposed RN Expansion program will leverage OneFuture's strong infrastructure in supporting students to complete healthcare degrees and transition into the health workforce. By expanding RN opportunities, OneFuture aims to bridge gaps for aspiring healthcare professionals in the Coachella Valley, empowering them to overcome socioeconomic barriers and ultimately build a more equitable and representative healthcare workforce.

The RN Expansion project mobilizes the HWLR (Eisenhower, IEHP, Tenet Foundation) to deliver solutions to major workforce issues, actively building a diverse workforce and advancing economic and racial equity in the Coachella Valley.

OneFuture will sustain the work through commitments from the cross section of education, employer, nonprofit, government and philanthropic partners who are invested in and committed to the goals of the Regional Plan. OneFuture contracts with education, government and employer partners on key strategies, secures grants from foundations whose missions align with the work and is growing a base of individual donors who are committed to supporting the work.

Private philanthropists, grantors, and healthcare providers initially seeded the OneFuture Health Workforce fund to incentivize other hospital and health systems to contribute to a sustainable fund drawing attention to the crisis level workforce shortages, and to challenge other funders to build a sustained approach to producing an ample supply of health professionals. The HWLR has now committed to not only supporting common strategies on common workforce needs but also to contribute to a co-investment fund to accomplish the work. This funding will serve as a catalyst for additional philanthropic funding to complement support from employers, education institutions, nonprofits and individual donors.

OneFuture will continue to sustain the work through our network of 12 Alignment Teams composed of seventy stakeholders that help support students, particularly those from

families with low incomes, to enter promising college and career paths. This is a core sustainability strategy because the participating stakeholders associated with partner businesses, colleges, universities, and local school districts helped establish the programs to meet current and future local workforce and education needs and are invested in the outcomes of our common work.

OneFuture is confident in its ability to sustain our programs into the future. We believe the investment from the Desert Healthcare District will catalyze even greater growth in community buy-in and contribution to OneFuture's mission, unlocking even more opportunity.

Partnerships/Collaborations:

This grant is a co-investment strategy through the HWLR recently developed by OneFuture and healthcare employers. Due to the significant healthcare professional shortages in the Coachella Valley and throughout California and the nation, OneFuture created a Healthcare Workforce Leadership Roundtable (HWLR). This innovative roundtable currently includes executive healthcare leaders from Eisenhower Health, Inland Empire Health Plan (IEHP), the Desert Healthcare District and Desert Care Network/Tenet including: Desert Regional Medical Center in Palm Springs; JFK Memorial Hospital in Indio; and Hi-Desert Medical Center in Joshua Tree who all work together towards solutions to the challenge. OneFuture supports similar coordinated approaches across the region, mobilizing partners to spotlight the importance of educational attainment and economic prosperity, commit to common strategies, and make common commitments of resources to support the strategies. One critical role OneFuture plays in the Coachella Valley is to lead and convene OneFuture Alignment teams that bring together business, education, and community constituents to achieve collective goals on education and workforce. It is through these teams in Business Engagement, Physician Assistant, Behavioral Health Workforce, Black and African American Health Scholars, Health Academy Lead Teachers, K-12 Engagement and Gent's Alliance that we achieve the common goals outlined above and have a greater collective impact in our region.

Partnerships

OneFuture is uniquely suited to carry out its educational and workforce readiness work in the community because of its unique strength, or "secret sauce," of building a collective impact model - working in partnership and serving as a catalyst for partner organizations to take action together. Through shared engagement, OneFuture Coachella Valley is able to create a network of support that empowers young people to reach their full potential, achieve their economic and life goals, and contribute to the economic growth and success of the Coachella Valley. OneFuture's cross-sector partners include employers like Eisenhower Health, Desert Regional Medical Center (Tenet Health), Desert Healthcare District, Inland Empire Health Plan (IEHP), Visit Greater Palm Springs and their Hospitality industry members, cities, all three local K-12

school districts, Riverside County Office of Education, College of the Desert, CSU San Bernardino and University of California Riverside, the California Community College Chancellor's Office for the Desert/Inland Region, and the Growing Inland Achievement to advance the college and career success strategies. Eisenhower Health, Inland Empire Health Plan (IEHP), Desert Regional Medical Center, and the Desert Healthcare District and Foundation are founding members of the Healthcare Workforce Leadership Roundtable, with CEOs and senior leadership serving as members. This collaborative initiative underscores the shared commitment to addressing healthcare workforce needs across the region. Expanding educational partners through scholarship alignment, OneFuture collaborates with Dr. Reynaldo Carreon Foundation, Boys and Girls Club of the Coachella Valley, The Living Desert, BBS Brokers Realty, The Boys & Girls Club of Coachella Valley, Modernism Week, the James Buchner Memorial Fund, and PGA West. Partnerships with major employers offer work-based learning and training for students in healthcare, hospitality, technology, government and other pathways.

Diversity, Equity, and Inclusion (DEI)

How does your organization address DEI in your policies, strategic plan, board and staff, etc.?

OneFuture was established to address low educational attainment among students from low-income families and communities of color. Program priorities are established to address specific inequities students face in education and obtaining higher wage jobs. OneFuture prioritizes programming for students with the greatest level of obstacles, with tailored programs for the valley's migrant students and young men of color. OneFuture's systems/regional strategies are informed by students, lived experience of staff and partners, proven practices and published research on increasing diversity in higher education, health professions and higher paid jobs. Scholarship criteria are established and holistic support programming is designed to address systemic barriers facing low-income students and students of color, providing support beyond what institutions offer and supporting the student from a whole-community perspective. These strategies are focused on assuring students have access to near peers, trusted community partners and culturally responsive programming that empower them and help remove barriers to college and career attainment and economic mobility. To ensure DEI, the staff and board is representative of the communities we serve: people of color, bilingual, first-generation college students; 73% of the staff were raised in Coachella Valley. Additionally, seven of twelve current staff members directly benefited from OFCV services while in high school and/or college. DEI-Demographics: OneFuture is committed to building a board and staff team that represents the community we serve and has the expertise to provide students what they need to succeed in college and the workforce.

OneFuture Students:

2009 - 2020 OneFuture Scholarship Students (N = 3733 awards):

- First in Family / Generation to attend college (2274 scholars): 61%
- Racial Background:
 - o Hispanic / Latinx (3159 scholars): 85%
 - o Asian (47 scholar): 1%

- o Native American (4 scholars): .001%
- o Black / African American (56 scholars): 1% - addressing through BAA
- o White (339 scholars): 9%
- o Decline to State (109 scholars): 3%
- o Pacific Islander / Hawaiian (8 scholars): .002%
- o Two Races or More (11 scholars): .003%

2022 - 23 OneFuture Scholarship Student Cohort (N=138):

- First in Family / Generation: 86%
- Racial Background:
 - Hispanic / Latinx: 85%
 - White (1 scholar): 1%
 - Asian (2 scholars): 1%
 - Black / African American (8 scholars): 6%
 - EFC below \$10,000: 88% (indicator of higher financial need)

Staff and Board:

The leadership composition reflects the lived experience and expertise to design and manage programming that is relevant and ensures diversity, equity, and inclusion. It is at the center of our work with students. Staff (13):

- First in Family/Generation: 83%
- Hispanic/Latinx: 58%
- White: 42%
- Female: 67%
- Male: 43%
- LGBTQ: 8% (1 staff)
- Grew up in the Coachella Valley: 58%
- Alumni of OneFuture Scholar Success Program: 42%

Executive Team (6):

- First in Family/Generation: 50%
- Hispanic/Latinx: 33%
- White: 67%
- Female: 67%
- Male: 33%
- LGBTQ: 16% (1)
- Grew up in the Coachella Valley: 50%

Board of Directors (10):

- Hispanic or Latinx: 30%
- White: 40%
- Black/African American: 20%
- Persian American: 10%
- Female: 50%
- Male: 50%

In 2022, OneFuture's board adopted a policy for election of student and alumni members of the board to include integrating lived experience into organizational leadership.

What barriers does your organization face when addressing DEI?

One of the greatest barriers to addressing DEI is access to disaggregated data on outcomes for students of color and low-income students. Education partners have limitations on what data can be shared and their systems vary across institutions causing complexities in gathering the data at a regional level. In addition, OneFuture updates alumni data every 5 years, however it is challenging to gather long term career outcomes from alumni. This hampers our ability to assess job attainment, wage gains, representation in high level fields and economic mobility. OneFuture has excellent partners who are working to address these barriers and inform strategies on an ongoing basis.

Grant Budget

Project Grant Budget				
Applicant:		OneFuture Coachella Valley		RN Expansion Project
OPERATIONAL EXPENSES		Total Project Budget	Funds From Other Sources <small>Detail On Section 3</small>	Amount Requested From DHCD/F
Total Staffing Expenses <small>Detail on Section 2</small>		\$ 613,050.00	\$ 462,050.00	\$ 151,000.00
Equipment (itemize)				
1			\$ -	
2			\$ -	
3			\$ -	
4			\$ -	
Supplies (itemize)				
1	meeting supplies	\$ 1,500.00	\$ 1,500.00	\$ -
2			\$ -	
3			\$ -	
4			\$ -	
Printing / Duplication		\$ 1,500.00	\$ 1,500.00	\$ -
Mailing / Postage		\$ -	\$ -	\$ -
Mileage (use current Federal mileage rate)		\$ 2,000.00	\$ 2,000.00	
Education / Training		\$ 2,000.00	\$ 2,000.00	\$ -
Other Direct Project Expenses Not Described Above (itemize)				
1	Marketing	\$ 20,000.00	\$ 20,000.00	\$ -
2	Nursing Scholarships	\$ 350,000.00	\$ 175,000.00	\$ 175,000.00
3	RN Expansion - COD Expense	\$ 2,358,000.00	\$ 2,358,000.00	\$ -
4			\$ -	
* Items listed below are included for calculation of the total project budget only. For use of DHCD/F funds, these line items would be included in the allowable 15% indirect cost rate.				
Office / Rent / Mortgage*		\$ 5,200.00	\$ 5,200.00	\$ -
Telephone / Fax / Internet*		\$ 4,000.00	\$ 4,000.00	\$ -
Utilities*		\$ 4,000.00	\$ 4,000.00	\$ -
Insurance*		\$ 3,000.00	\$ 3,000.00	\$ -
Indirect Rate		<input checked="" type="checkbox"/> Check Box To Utilize Indirect Rate Up To 15%	Enter Rate 15.00%	\$ 48,900.00
Total Project Budget (Rounded up to nearest dollar)				
		\$ 3,413,150	\$ 3,038,250	\$ 374,900
Budget Narrative	Indirect Portion of overhead costs including accountant, book-keeping, audit, rent, utilities, insurance policies, scholarship disbursement and reconciliation. Scholarships 'Last in' financial support, maximizing dollars and the number of awards to students who are pursuing COD's ADN program.			

Staff Salary Expenses		2 year Total Salary	% of Time Allocated to Project	Total Project Salary	Amount Requested from DHCD/F
Employee Position/Title					
1	Vice President College Success	\$ 230,000.00	25%	57,500.00	\$ 26,000.00
2	Associate VP Curriculum & Instruction	\$ 210,000.00	30%	63,000.00	\$ 40,000.00
3	Sr. Coordinator College Success 1	\$ 195,000.00	30%	58,500.00	\$ 30,000.00
4	Sr. Coordinator College Success 2	\$ 195,000.00	30%	58,500.00	\$ 30,000.00
5	Sr. Project Coord. - Data	\$ 195,000.00	25%	48,750.00	
6	Administration	\$ 130,000.00	19%	24,700.00	
7	Senior Management - mult positions	\$ 345,000.00	18%	62,100.00	
8				-	
9				-	
10				-	
Enter Total Employee Benefits / Employer Taxes % (Proportional Fringe Costs and/Or Employer Taxes Based On % Of Time Allocated To Project)			0.00%	-	-
Total Will Populate In Total Staffing Expenses Section 1				Total >	\$ 373,050.00 \$ 126,000.00
Budget Narrative - Scope of Work	<p>Vice President College Success Leads the OneFuture Student Success Program, assuring students most at-risk have opportunity, resources, and knowledge to make informed decisions about higher education enrollment, career planning, increase college persistence and increase degree and certificate completion and workforce readiness. Manages and leads the OneFuture Scholarship initiative, including alignment of partners to maximize dollars and students awarded, marketing scholarships and awarding of scholarships.</p> <p>Sr. Director Curriculum & Instruction Specializes in college counseling, providing a menu of holistic supports that understand low-income and underrepresented student barriers. Plans Bridge-to-Career workshops and works with students to align education plans with career plan. Works with the VP Regional Plan Strategy and VP College Success to provide essential skills and assist students in making the bridge to a successful career.</p> <p>Sr. Coordinator Student Success (2 positions for this support) Assists Director of College Success in coordinating holistic support services to students, coordinates networking events, webinars and resources as needed. Assists in the connection of students to employers, recognizing and providing resources to essential skills.</p>				
Budget Narrative - Employee Benefits	Please describe in detail the employee benefits including the percentage and salary used for calculation.				
Professional Services / Consultant Expenses		Hourly Rate	Hours/Week	Total Project Fee	Amount Requested from DHCD/F
Company and Staff Title					
1	Motivate Labs			\$ 60,000.00	\$ 25,000.00
2	Consultant - HWLR Project Management 2.5 years			\$ 180,000.00	
3					
4					
Total Will Populate in Total Staffing Expenses Section 1				Total >	\$ 240,000.00 \$ 25,000.00
Budget Narrative - Scope of Work	<p>Motivate Labs Consultant: Consultant through the University of Virginia who specializes in studying the learning mindsets (ie, their beliefs about themselves as learners and their learning environment) with critical student health outcomes (ie, well-being and ill-being). Motivate Labs studies the particularly strong associations among students from historically racially and ethnically marginalized populations, their mindsets and indicators of their well-being or ill-being. These findings will provide a foundation on which strategies can be designed to better support students' learning mindsets and create motivationally supportive learning environments that benefit all students and students from historically marginalized backgrounds.</p>				

Funds From Other Sources (Actual Or Projected) SPECIFIC To This Project		
"Total Funding In Addition To DHCD/F Request" Below Should Match Or Exceed Value Listed In Section 1 for "Funds from Other Sources".		Amount
Fees		
Donations		
Grants (List Organizations)		
1	HWLR (Eisenhower, Tenet, IEHP): includes scholarships + SSS for first 35	\$ 2,358,000.00
2	College Futures Foundation	\$ 150,000.00
3	K-16 Collaborative Grant	\$ 180,000.00
8	Tenet Foundation - additional secured for scholarships + program costs	\$ 350,000.00
Fundraising (Describe Nature Of Fundraiser)		
1		
2		
3		
8		
Other Income, e.g., Bequests, Membership Dues, In-Kind Services, Investment Income, Fees From Other Agencies, Etc. (Itemize)		
1		
2		
3		
8		
Total Funding In Addition To DHCD/F Request		\$ 3,038,000.00
Budget Narrative	HWLR - commitment made by Eisenhower Medical Center, IEHP, and Tenet Foundation for the RN Expansion program. College Futures Foundation (actual) - grant awarded	

Version 09.11.23 Please see instructions tab for additional information



Full Grant Application Scoring



SCORING PARAMETERS

0 TO 1 POINTS	Does Not Meet Expectations
2 TO 3 POINTS	Needs Improvement
4 TO 5 POINTS	Meets or Exceeds Expectations

Total Points Possible = 50 points

Grant Information			
Grant Number:	Organization:	Project Title:	Funding Request:
1485	OneFuture Coachella Valley	RN Expansion Project	\$374,900
Programmatic Scoring Review			
Community Need for the Project in Coachella Valley (5 points)	The applicant identifies and describes a specific need(s) for the project within the Coachella Valley by providing relevant, valid data that highlights the full scope of the need. The applicant clearly connects the community need to the project’s targeted population.		
Reviewer 1 - Score: 5	<p>Reviewer 1 - Score Explanation:</p> <p>The applicant outlines unique challenges such as a rapidly aging population, high poverty rates, and systemic educational disparities that directly impact the Coachella Valley, including a shortage of Registered Nurses (RNs) that hinders healthcare delivery, health disparities, and strains the existing healthcare workforce.</p> <p>Additionally, the lack of a culturally diverse healthcare workforce highlights the need to align care delivery with the demographics of Coachella Valley residents to address RN shortages.</p>		
Reviewer 2 - Score: 5	<p>Reviewer 2 - Score Explanation:</p> <p>OneFuture presented data highlighting the RN shortage at the national, state, and regional levels, illustrating the recruitment challenges, retention barriers, and educational disparities impacting the workforce. They also demonstrated how expanding the RN workforce would not</p>		

	only address these shortages but also improve community health outcomes and strengthen the healthcare system.
Reviewer 3 - Score: 5	Reviewer 3 - Score Explanation: The grant proposal provided a very detailed explanation and data of the community's needs, including the RN shortages in the Coachella Valley and Riverside County.
Reviewer 4 - Score: 5	Reviewer 4 - Score Explanation: OFCV describes the ongoing nursing shortage in the CV with relevant data that shows the need for nurses has grown significantly.
Project Description and Use of Funds (5 points)	The applicant describes the scope of the project and how the organization will utilize the Desert Healthcare District's funding. The applicant clearly states the approach they are going to take to meet the community's need and specifies how the success of this project directly relates to the District's mission and current Strategic Plan.
Reviewer 1 - Score: 5	Reviewer 1 - Score Explanation: The applicant clearly describes the RN Expansion Project's scope and outlines how DHCD funding will support scholarships, holistic student services, and research for the second cohort of 35 nursing students. By addressing systemic challenges such as diversity, retention, and student success, the project supports DHCD's mission to enhance health outcomes and workforce capacity in the region.
Reviewer 2 - Score: 4.5	Reviewer 2 - Score Explanation: OneFuture outlined the development of the project, emphasizing the role of the Healthcare Leadership Roundtable in shaping the initiative. They provided details on how the collaborative is pooling financial resources to expand RN training capacity and tackle systemic workforce challenges. Additionally, they highlighted how the Desert Healthcare District is a key component of a broader regional co-investment structure, working alongside other partners to drive the initiative forward.
Reviewer 3 - Score: 5	Reviewer 3 - Score Explanation: The project description and use of grant funds description was very thorough and provided key details on the use of district funds and made the connection to the District's mission and current strategic plan.
Reviewer 4 - Score: 5	Reviewer 4 - Score Explanation: The use of District funds completes the co-investment structure of funding for the 35 cohorts in the nursing program at COD. Funding partners include IEHP, Desert Care Network, and Eisenhower Health. The District's funds will provide for the scholarships and wrap around

	support services to the 35 nursing students beginning in January 2025. This project aligns directly with the District’s strategic plan goal 2.
Alignment to District Goals, Strategies, and Performance Measures (5 points)	The applicant effectively describes the alignment of the project to the Desert Healthcare District and Foundation 2021-2026 Strategic Plan goals, strategies and performance measures.
Reviewer 1 - Score: 5	<p>Reviewer 1 - Score Explanation:</p> <p>The project directly addresses the Coachella Valley's RN shortage and aligns with DHCD’s Strategic Plan Goal 2 and Strategies 2.1 and 2.5.</p> <p>Goal 2: Proactively expand community access to primary and specialty care services Strategy 2.1: Increase the number of primary and specialty care professionals to support Coachella Valley residents (High Priority) Strategy 2.5: Collaborate/Partner with culturally competent training programs to expand primary care residency and nursing programs (High Priority)</p>
Reviewer 2 - Score: 5	<p>Reviewer 2 - Score Explanation:</p> <p>The project directly aligns with a District’s high priority Strategic Plan goal</p>
Reviewer 3 - Score: 4	<p>Reviewer 3 - Score Explanation:</p> <p>The grant proposal aligns directly with the DHCD Strategic Plan goals, and strategies, . Specifically, goal #2 and strategies 2.1 and 2.5</p>
Reviewer 4 - Score: 5	<p>Reviewer 4 - Score Explanation:</p> <p>This project aligns directly with the District’s strategic plan goal 2, strategy 2.1 “ to provide funding to support an increase in the number of primary care ans specialy professionals.” and strategy 2.5 “collaborate/partner with culturally competent training programs to expand primary care residency and nursing programs”</p>
Project Deliverables and Evaluation (5 points)	<p>The applicant provides project deliverables that are specific, measurable, attainable, and time-bound. Project deliverables must align with at least one of the Desert Healthcare District and Foundation’s 2021-2026 Strategic Plan goals and a related strategy/strategies. Additionally, applicant clearly demonstrates the alignment of their project deliverables to the appropriate performance measures, as outlined in the application instructions.</p> <p>Each evaluation corresponds to a project deliverable. The evaluation accurately measures the project’s effectiveness, impact and includes appropriate qualitative and/or quantitative tracking</p>

	<p>methods. The evaluation section 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 deliverables of the project. • Evaluation is in alignment with identified Desert Healthcare District and Foundation’s 2021-2026 Strategic Plan goal(s), strategies, and 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><u>Reviewer 1 - Score:</u> 5</p>	<p><u>Reviewer 1 - Score Explanation:</u> The application aligns well with the criteria by presenting specific and measurable deliverables that directly support DHCD’s 2021-2026 Strategic Plan Goal 2.</p> <p>Deliverable #1 aims to expand College of the Desert’s RN program capacity by awarding scholarships to 35 additional students by November 30, 2026, with measurable outcomes such as enrollment increases, debt reduction, and graduation rates tracked annually.</p> <p>Deliverable #2 focuses on implementing comprehensive holistic support services for 35 students by August 1, 2026, addressing barriers like childcare, mental health, and stress management to improve program persistence and graduation rates.</p> <p>Evaluations are well-defined, utilizing both qualitative (student surveys, case management) and quantitative (enrollment, graduation, retention data) methods to measure success.</p>
<p><u>Reviewer 2 - Score:</u> 4.5</p>	<p><u>Reviewer 2 - Score Explanation:</u> The deliverables and evaluation are clear and directly align. Evaluation components are going to provide the District with valuable information regarding the success of this RN expansion initiative.</p>
<p><u>Reviewer 3 - Score:</u> 5</p>	<p><u>Reviewer 3 - Score Explanation:</u> The project deliverables and evaluation of the project were clear, detailed, and met the requirements for this section.</p>
<p><u>Reviewer 4 - Score:</u> 5</p>	<p><u>Reviewer 4 - Score Explanation:</u> The deliverables outline specifics such as COD will award scholarships to 35 additional nursing students and these same students will receive customized and holistic support services.</p>

<p>Organizational Capacity (5 points)</p>	<p>The applicant details their organization’s capacity to meet the demands of this project including allocated staff time, internal expertise, organizational structure, etc. 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.). 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>Reviewer 1 - Score: 5</p>	<p>Reviewer 1 - Score Explanation: The organization has a comprehensive team structure, with staff expertise in leadership workshops, financial aid navigation, data analysis, and program implementation. OneFuture also uses its C2Nav portal to streamline scholarship administration and career resources, enhancing operational efficiency and student support. The application effectively demonstrates that it has the resources, expertise, and reliability to execute the project successfully.</p>
<p>Reviewer 2 - Score: 4.5</p>	<p>Reviewer 2 - Score Explanation: The applicant demonstrates their organization’s capacity to meet the project demands by detailing staff allocation, internal expertise, and organizational structure. The applicant also showcases a strong track record of success in similar projects/initiatives.</p>
<p>Reviewer 3 - Score: 5</p>	<p>Reviewer 3 - Score Explanation: One Future CV has a proven track record and long standing history of assisting students achieve academic success, and has the organizational capacity and future staffing to ensure a successful implementation of the project.</p>
<p>Reviewer 4 - Score: 5</p>	<p>Reviewer 4 - Score Explanation: One Future CV has the capacity to meet the demands of this grant request.</p>
<p>Organization Sustainability (5 Points)</p>	<p>The application highlights their organization’s sustainability strategies around funding, staff recruitment/retention, effective collaboration and partnerships, thoughtful long-term planning, etc.</p>
<p>Reviewer 1 - Score: 5</p>	<p>Reviewer 1 - Score Explanation: This application aligns with the sustainability criteria by highlighting OneFuture’s long-term strategies for funding, staff recruitment/retention, collaboration, and planning. OneFuture has a 17-year track record of fostering partnerships across education, business, and community organizations to drive student success, particularly in healthcare. The proposed RN Expansion program builds on this strong foundation, leveraging existing infrastructure and collaborations to address workforce gaps in the Coachella Valley.</p>

	<p>OneFuture’s sustainability strategy includes securing funding through a mix of grants, individual donors, and strategic partnerships with education, nonprofit, and government entities. Additionally, the organization has developed a co-investment model with stakeholders like Eisenhower Health, IEHP, and Tenet Foundation, ensuring ongoing financial support and expanding the capacity of local healthcare programs. By engaging a network of 12 Alignment Teams, OneFuture ensures long-term buy-in from local partners invested in the region’s workforce and education needs.</p> <p>Overall, the application demonstrates a well-thought-out sustainability plan through diverse funding sources, cross-sector collaboration, and strong community partnerships, ensuring the continued impact of the RN Expansion program and broader workforce development initiatives.</p>
<p><u>Reviewer 2 - Score:</u> 4.5</p>	<p><u>Reviewer 2 - Score Explanation:</u> OneFuture sustains the work through commitments from a diverse group of education, employer, nonprofit, government, and philanthropic partners who are dedicated to the goals of their Regional Plan. The organization collaborates with these partners on key strategies, secures grants from foundations aligned with its mission, and is building a growing base of individual donors committed to supporting its efforts.</p>
<p><u>Reviewer 3 - Score:</u> 4</p>	<p><u>Reviewer 3 - Score Explanation:</u> One Future CV has continued to evolve their student support model to ensure they are sustainable and have added new programs to increase access to vital scholarships for students to ensure their academic success.</p>
<p><u>Reviewer 4 - Score:</u> 4</p>	<p><u>Reviewer 4 - Score Explanation:</u> OFCV has successfully leveraged funding with 3 key organizations that have committed financial means to seed this pilot project.</p>
<p>Partnerships/Collaborations (5 Points)</p>	<p>The application demonstrates a collaborative process that includes multiple community partners involved in planning and implementation. Organizational partners are listed and each of their roles in the project are outlined. Letters of support and/or memorandums of understanding are included, as appropriate.</p>
<p><u>Reviewer 1 - Score:</u> 5</p>	<p><u>Reviewer 1 - Score Explanation:</u> This application demonstrates a collaborative process involving multiple community partners in both planning and implementation. OneFuture has established the Healthcare Workforce Leadership Roundtable (HWLR), a co-investment strategy aimed at addressing healthcare workforce shortages in the Coachella Valley. The application also outlines a broad network of cross-sector partners, including local employers (Eisenhower Health, Desert Regional Medical</p>

	<p>Center, IEHP, and the Desert Healthcare District), K-12 schools, College of the Desert, local higher education institutions, and community organizations like the Boys & Girls Club of the Coachella Valley and The Living Desert.</p> <p>This collaborative model, with clear roles for each partner, positions the project for sustainable impact, addressing both workforce gaps and educational attainment in the region.</p>
<p>Reviewer 2 - Score: 4.5</p>	<p>Reviewer 2 - Score Explanation: OneFuture has established a robust network of partners across all their initiatives and is actively seeking to expand this network by engaging additional community partners to further enhance and broaden their impact.</p>
<p>Reviewer 3 - Score: 5</p>	<p>Reviewer 3 - Score Explanation: One Future CV has a long list of partnerships and collaborations with the local healthcare infrastructure to ensure placement and employment for the 35 RN students.</p>
<p>Reviewer 4 - Score: 4</p>	<p>Reviewer 4 - Score Explanation: OFCV has outlined many partners that are committed to the success of this pilot program.</p>
<p>Budget (5 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 deliverables.</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>Reviewer 1 - Score: 5</p>	<p>Reviewer 1 - Score Explanation: Budget items appropriately aligned to the funds requested to implement the project outlined in the application. Additional funding contributions, aside from the district’s support, help to further strengthen the program’s efforts. The budget is clearly presented and well-defined, ensuring transparency and effective allocation of resources.</p>
<p>Reviewer 2 - Score: 4.5</p>	<p>Reviewer 2 - Score Explanation: The budget is specific and reasonable, and all items align with the described project.</p>
<p>Reviewer 3 - Score: 5</p>	<p>Reviewer 3 - Score Explanation: The grant proposal budget is adequate and in line with the proposed deliverables, along with identifying and securing additional funding from other sources.</p>

Reviewer 4 - Score: 4	Reviewer 4 - Score Explanation: The budget is reasonable, specific and the budget narrative is in alignment with the application narrative.
Fiscal Scoring Review	
Fiduciary Compliance (5 Points)	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.
Reviewer 1 - Score: 5	Reviewer 1 - Score Explanation: The applicant has unmodified financial statements, which have been reviewed and approved by Board of Directors. The Current ratio is strong. Cash flow has been positive for the previous two fiscal years, 21-22 and 22-23.
Reviewer 2 - Score: 5	Reviewer 2 - Score Explanation: Unmodified audited financial statements submitted and received by Board of Directors. Organization has sufficient assets to address liabilities. Positive cash flow for fiscal year 2023 noted, which offsets negative cash flow for fiscal year 2022.
Financial Stability (5 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. If a strategic plan does not exist, other documentation is presented to identify future sources of funding. The requested grant amount is reasonable in comparison to the overall organizational budget.
Reviewer 1 - Score: 5	Reviewer 1 - Score Explanation: The grant request is rational to the overall organizational budget, which includes funding from multiple sources. Strategic plan is in place for the organization and how they plan on spending funds towards their goals.
Reviewer 2 - Score: 5	Reviewer 2 - Score Explanation: Regional plan provided which details funding strategies for future growth. Funding is listed from multiple sources. The requested grant amount is reasonable in comparison to overall organizational budget.

TOTAL SCORES - PROGRAMMATIC		TOTAL SCORES - FISCAL	
REVIEWER 1	40/40 POINTS = 100%	REVIEWER 1	10/10 POINTS = 100%
REVIEWER 2	37/40 POINTS = 92.5%	REVIEWER 2	10/10 POINTS = 100%
REVIEWER 3	38/40 POINTS = 95%	AVERAGE	10 POINTS = 100%
REVIEWER 4	37/40 POINTS = 92.5%		
AVERAGE	38 POINTS = 95%		

Average Total Score: 48 / 50 = 96%

EXHIBIT B

PAYMENT SCHEDULES, REQUIREMENTS & DELIVERABLES

<u>Project Title</u>	<u>Start/End</u>
RN Expansion Project	1/01/2025 12/31/2026

PAYMENTS:

- (1) Payments: \$175,000.
(3) Payments: \$54,136.
10% Retention: \$37,492.

Total request amount: \$ 374,900.

GRANT AND PAYMENT SCHEDULE REQUIREMENTS:

Scheduled Date	Grant Requirements for Payment	Payment
1/01/2025	Signed Agreement submitted & accepted.	Advance of \$175,000. for time period 1/01/2025 - 6/30/2025
8/01/2025	1st six-month (1/01/2025 - 6/30/2025) progress report, budget reports and receipts submitted & accepted	Advance of \$54,136. for time period 7/01/2025 - 12/31/2025
2/01/2026	2nd six-month (7/01/2025 - 12/31/2025) progress report, budget reports and receipts submitted & accepted	Advance of \$54,136. for time period 1/01/2026 - 6/30/2026
8/01/2026	3rd six-month (1/01/2026 - 6/30/2026) progress report, budget reports and receipts submitted & accepted	Advance of \$54,136. for time period 7/01/2026 - 12/31/2026
2/01/2027	4th six-month (7/01/2026 - 12/31/2026) progress report, budget reports and receipts submitted & accepted	\$0
2/15/2027	Final report (1/01/2025 - 12/31/2026) and final budget report submitted & accepted	\$37,492. (10% retention)

TOTAL GRANT AMOUNT: \$ 374,900.

DELIVERABLES:

Project Deliverables and Evaluation

<p>Deliverable #1: Expand RN Program Capacity Objective/Deliverable: By November 30, 2026, increase College of the Desert’s ADN program capacity by awarding scholarships to 35 additional students.</p>	<p>Evaluation #1: Evaluation:</p> <ul style="list-style-type: none">• Annually review financial aid packages to maximize DHCD funding as “last dollar in,” ensuring students capture available state, federal, and institutional aid.• Monitor enrollment data each term to confirm the increased intake and track how these scholarships impact student debt reduction compared to previous cohorts.• Utilize student case management files, research and program evaluation, and annual surveys to monitor progress, pivot, and/or add services that target removing barriers to degrees, increasing employment retention, and graduating RN’s who are culturally competent and fully prepared for the workforce.
<p>Deliverable #2: Implement Comprehensive Holistic Support Services By August 1, 2026, implement a customized, holistic support services program for 35 students tailored to the needs of the RN Expansion cohort; financial aid assistance, childcare, food and rental support, transportation, mental health; including emotional intelligence, time management, stress load management and coping skills, and communication.</p>	<p>Evaluation #2: Evaluation:</p> <ul style="list-style-type: none">• Report on research and evaluation findings regarding employment retention, and program persistence and degree completion. Track the types and frequency of services accessed by students and assess their effectiveness through surveys measuring student satisfaction and stress reduction.• Compare graduation rates of RN Expansion students with previous cohorts to determine the impact of these support services on program persistence and completion rates.

The Desert Healthcare District has implemented Results-Based Accountability (RBA) into their grantmaking process to streamline reporting and offer a straightforward approach to effectively measuring program-level performance.

Strategic Plan Alignment:

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

Strategy 2.1: Increase the number of primary and specialty care professionals to support Coachella Valley residents

Performance Measures:

- # of individuals given tuition scholarships

Strategy 2.5: Collaborate/Partner with culturally competent training programs to expand primary care residency and nursing programs

Performance Measures:

- # of nursing student positions

Date: December 17, 2024
To: Desert Healthcare District and Foundation Board
From: Michele Finney, CEO
Re: **DRMC CEO - District Board Meeting Report December 2024**

I am pleased to provide this monthly report to the District Board for the month of December.

Quality/People:

- ACS Trauma Level 1 Re-Accreditation Survey
- Beta Heart Domain Validation Completed (Just Culture, Rapid Event Response)
- California Department of Public Health Antimicrobial Stewardship Honor Roll
- 2024 Maternity Honor Roll: DRMC is one of the 56 (out of 223) hospitals in California recognized for excellent composite scores for first baby C-section rates, surgical site infection after a C-section, vaginal birth after a C-section (also known as a VBAC), episiotomy, and early elective deliveries prior to 39 weeks gestational age.

Services/Events:

- DRMC and DCN participated in a number of community events to foster education and wellness and support local non-profit charities. These events are focused in areas such as blood donation at all three hospitals, fall prevention sessions, Chamber State of the City's, non-profit fundraiser events, and clinical services outreach to the unhoused and those most vulnerable throughout our community.
- Holiday related events attended and/or participated in for December include the Palm Springs Festival of Lights Parade (with employees from all three hospitals), our annual Senior Drive where we adopt seniors from local assisted living facilities and provide needed supplies, Palm Springs Air Museum Santa Flyover to recognize healthcare workers, and Operation Holiday Cheer where police (and Santa) provide a drive-thru parade caravan by each hospital in appreciation for the collaborative efforts between the entities.
- Desert Care experts provided health information on various topics for local news stations. Topics included flu season and RSV impacts on children as well as food safety over the holidays.

Capital & Construction Projects Underway:

- Refurbishment of the lab specimen processing area was completed
- NICU cabinetry and counter replacement / refurbishment was completed
- New sterilizers in the operating room area were installed
- Investments continue with capital equipment and construction projects in the areas of surgical services, operating rooms, intensive care unit rooms, imaging equipment, select appliances and elevators.

Other:

- Measure AA – The hospital and District held a Joint Press Conference to celebrate the overwhelming victory (over 72%) of the ballot measure to allow Tenet to continue operations of DRMC. A ceremonial signing of the lease document was part of the event.
- We are hosting employee recognition events at each facility in January to celebrate the passing of Measure AA

**BOARD OF DIRECTORS
2025 Elected Officials**

Carole Rogers, RN	President	2026 Term – Zone 2
Greg Rodriguez	Vice-President	2028 Term – Zone 1
Kimberly Barraza	Secretary	2026 Term – Zone 6
Daniel Logsdon, MD	Treasurer	2028 Term – Zone 3
Evelt PerezGil	Director	2026 Term – Zone 4
Arthur Shorr	Director	2028 Term – Zone 5
Leticia De Lara	Director	2028 Term – Zone 7

STANDING COMMITTEE ASSIGNMENTS

Finance & Administration - Wednesday after the second Tuesday of the month @ 5:00 p.m.

Dan Logsdon, MD, Chair
Arthur Shorr
Leticia De Lara

Program Committee - Second Tuesday @ 5:00 p.m.

Evelt PerezGil, Chair
Greg Rodriguez
Kimberly Barraza

Hospital Lease Oversight Committee – Quarterly Third Thursday @ 9:30 a.m.

Carole Rogers, RN, Chair
Greg Rodriguez
Arthur Shorr

Strategic Planning Committee – Quarterly Second Tuesday @ 1:30 p.m.

Greg Rodriguez, Chair
Kimberly Barraza
Leticia De Lara

Board and Staff Communications and Policies – Quarterly

Carole Rogers, RN, Chair
Leticia De Lara
Evelt PerezGil

AD HOC COMMITTEE ASSIGNMENTS

Governance Task Force Ad Hoc Committee

Kimberly Barraza, Chair
Evelt PerezGil
Carole Rogers, RN

Desert Regional Medical Center Governing Board - Third Thursday @ 12:00 p.m.

Carole Rogers, RN and Greg Rodriguez

Coachella Valley Association of Governments Homelessness Committee - Third Wednesday @ 10:00 a.m.

Carole Rogers, RN, District Designee

Lift to Rise Housing Collaborative Action Networks (CAN)

Greg Rodriguez, District Designee

AB 617 Steering Committee

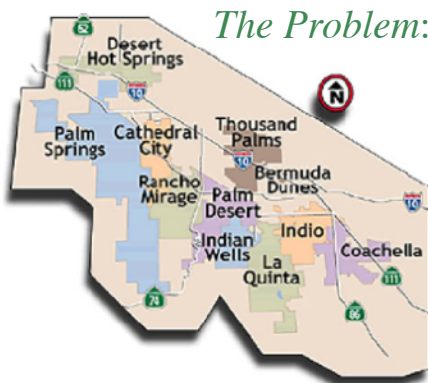
Kimberly Barraza, District Designee and Leticia De Lara, Alternate



Don't MiND Me is an inclusive non-profit mental health foundation created by the Amick-Alexis family, pioneered by actress/writer/director Mädchen Amick, alongside her husband singer/songwriter/coach David Alexis, their daughter singer/writer/actress Mina Tobias, and their son rapper/musician and peer specialist Sylvester Alexis. United by a deeply personal journey through mental health challenges and a profound determination to foster awareness, understanding, and support, this family-driven initiative is built on firsthand experiences and a shared mission to transform how mental health care is perceived and accessed. Our foundation thrives on vulnerability, candor, and the belief that everyone deserves a pathway to recovery. Mental health care is a human right!

Born from our struggles within a broken mental health care system, **Don't MiND Me** serves as a beacon of hope and a platform for significant change. We are dedicated to de-stigmatizing mental health disorders and providing diverse, inclusive resources to anyone in need. Through advocacy, community engagement, and education, we aim to illuminate the often-overlooked realities of mental health crises and empower individuals and families to find balance amid chaos. Together, we believe in breaking the cycle of silence and shame, ensuring that support and recovery are accessible for all, regardless of circumstances.

Addressing Mental Health Challenges in Coachella Valley



The Problem: The Coachella Valley is grappling with a multifaceted mental health crisis that outpaces both state and national averages in terms of severity. A recent community health needs assessment report commissioned by the Desert Healthcare District and Foundation reveals that the region's suicide rate stands at an alarming 19.4 incidents per 100,000 people. This rate is significantly higher than California's 11 per 100,000 rate and the national average of 14.6 per 100,000. Rancho Mirage has the highest suicide rate among the valley's nine cities, with 43.7 deaths per 100,000 residents in 2019. Moreover, nearly one-third of adults in various Coachella Valley communities report having a mental health disorder, with Thermal exhibiting the highest rate at 41%.

Homelessness and substance use disorder compound the mental health issues facing the Coachella Valley. According to a survey by The Desert Sun and the University of Southern California Annenberg Center for Health Journalism, 55% of the valley's homeless population struggles with substance abuse. In comparison, 44% suffer from mental health conditions such as depression, bipolar disorder, and schizophrenia. This dual-diagnosis scenario is particularly troubling, as it necessitates an integrated approach to treatment that addresses both mental health and substance abuse issues simultaneously. Unfortunately, many of the valley's clinics lack the behavioral health and substance abuse services required to meet this pressing need.



The availability of crisis stabilization services is another significant concern. Despite the presence of three general acute care hospitals - Eisenhower Health, Desert Regional Medical Center, and JFK Memorial Hospital - the region faces a shortage of staffed beds and adequate healthcare professionals. "We need to have more doctors and more nurses," says Conrado Bázquez, CEO of the Desert Healthcare District. This shortage is exacerbated by the geographic expansiveness of the valley, which makes accessing these limited resources particularly challenging for residents in underserved areas like North Shore and Thermal. Around 13.1% of adults with a mental health diagnosis reported needing care but being unable to access it in the past year.

Introducing: Mental Health Recovery of Palm Springs

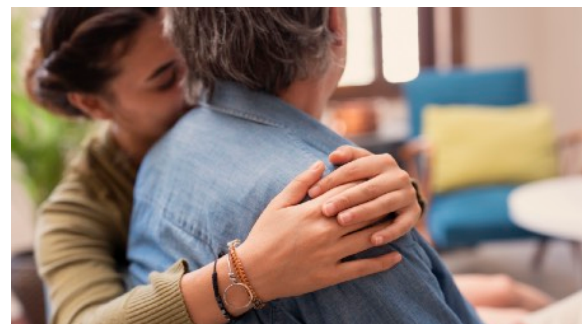


To tackle these significant challenges, we propose the creation of the **Mental Health Recovery of Palm Springs (MHRPS)**, a holistic and community-integrated recovery campus designed to provide a wide range of services addressing mental health, substance abuse, and overall long-term wellness. The **MHRPS** would serve as a centralized hub offering mental health counseling, substance abuse treatment, crisis stabilization, and preventive healthcare. This innovative facility would include mobile units to reach remote and underserved areas, ensuring that all residents access essential health services regardless of location.

Considering these alarming statistics and the complex interplay of factors contributing to the valley's mental health crisis, the **MHRPS** presents an innovative and comprehensive solution. Approaches that merely focus on building more hospitals or increasing bed counts are insufficient. Bárzaga aptly says, "In 1945, health care happened in a hospital. Today, with our knowledge about health and health care, health happens where people live." This perspective highlights the need for community-based interventions that address the social determinants of health and provide accessible, high-quality care directly within these communities.

The **MHRPS** will leverage existing community partnerships and build on initiatives like the Clinton Health Matters Initiative to further enhance its impact. The Campus will focus on education, economic stability, and environmental health, offering job training, workshops, and activities promoting environmental stewardship. Programs within the hub can address the root causes of mental health issues, thereby not only treating conditions but fostering a healthier, more resilient community.

In summary, the Coachella Valley faces urgent and complex mental health challenges exacerbated by high rates of suicide, homelessness, and substance use disorders. The development of the **MHRPS** offers a cutting-edge, holistic and innovative solution designed to meet the multifaceted needs of the community. By addressing mental health and integrating services that focus on social determinants such as economic stability and environmental health, the **MHRPS** aims to create sustainable, long-term improvements in the well-being of Coachella Valley.



Mental Health Recovery of Palm Springs Overview

The **Mental Health Recovery of Palm Springs** is a comprehensive, innovative facility designed to address the multifaceted challenges of mental health, substance use disorder, and overall wellness for residents of the Coachella Valley. Stemming from extensive experience in the addiction treatment sector and informed by insights from multiple industry leaders, the **MHRPS** is set to fill crucial gaps in the treatment continuum.

The campus aims to deliver high-quality, integrated care while monitoring long-term outcomes and facilitating seamless transitions between different levels of care. Its mission is to enhance the lives of those contending with substance use disorders, thereby reducing medical costs and alternatives to incarceration, crime rates, and homelessness while reintegrating individuals as productive community members.

Preliminary Bed Counts and Capacity Serving Over 650 people

The **MHRPS** campus will feature a range of specialized facilities designed to meet diverse treatment needs:

Mental Health Services & Substance Use Disorder Residential Treatment

- **80 beds in total**
- 55 beds designated for men / 25 beds designated for women (*accommodating parents with children*)

Substance Use Disorder Withdrawal & Detoxification Management

- **28 beds in total**
- 20 beds designated for men / 8 beds designated for women

Chemical Dependency Recovery Hospital

- **16 beds in total** (Co-Ed)

Crisis Stabilization

- **36 beds in total**
- 24 beds designated for men / 12 beds designated for women

Sobering Center (*Serving as an alternative to incarceration*)

- **40 beds in total**
- 32 beds designated for men / 8 beds designated for women

Narcotics Treatment Program

- **150 individuals** (Co-Ed)

Mental Health Services Outpatient Facility

- **Capable of providing continuous care to over 100 individuals**

Substance Use Disorder Outpatient Facility

- **Services for over 200 individuals including;** Partial Hospitalization (PHP), Intensive Outpatient (IOP), Outpatient Services (OS), and Ambulatory Withdrawal Management, including the provision of Recovery Residence, reducing the housing gap for those in recovery.



In addition, the **MHRPS** will offer Primary Health Care and Medication Assisted Treatment (MAT), creating a comprehensive environment to support clients throughout all stages of recovery. This centralized approach ensures that all medical, dental, psychiatric, and aftercare needs are met in a familiar, supportive setting, promoting sustainable recovery and enhancing overall community health.

The estimated cost to complete the **Mental Health Recovery of Palm Springs** campus, including all aspects, together with the first three months of operations, amounts to approximately \$80 million. This comprehensive budget encompasses the construction, acquisition, and rehabilitation of real estate assets and the initial operational expenses required to ensure the successful launch and sustained operation of the recovery campus.

*“Mental health care has had many courageous and powerful **ADVOCATES**, but there has been limited commitment and funding for sustained **ACTION**, implementation, and scaling up quality and **ACCESSIBLE** services. Our goal is to ensure **no one** is left behind!”*

Behavioral Health Continuum Infrastructure Program Grant Funding



The grant funding available through the Behavioral Health Infrastructure Bond Act of 2024 (BHIBA) presents a significant opportunity to support the development of the **Mental Health Recovery of Palm Springs** campus. With up to \$3.3 billion allocated for constructing, acquiring, and rehabilitating real estate assets to expand behavioral health treatment resources, this grant could potentially cover around 90% of the cost of establishing the campus, covering \$76.5 million of the estimated \$85 million required to complete the **MHRPS**. The funding priorities outlined by the California Department of Health Care Services (DHCS) align closely with the goals of the campus, such as addressing urgent needs in the care continuum for individuals with mental health and substance use disorders, providing alternatives to

hospitalization and homelessness, and ensuring care in the least restrictive settings. This substantial grant, combined with collaborative partnerships and regional models encouraged by DHCS, could play a pivotal role in realizing the vision of the **MHRPS**, enhancing access to comprehensive, integrated behavioral health care for the local community.



We need your help TODAY to make it a reality!!!

In our efforts to actualize the **Mental Health Recovery of Palm Springs**, we understand the pivotal role that community support plays in transforming this vision into reality. While the grant funding from the Behavioral Health Infrastructure Bond Act of 2024 substantially covers the project costs, an additional \$8.5 million is needed to meet the 10% match required for eligibility for these crucial funds. Your generous contribution can serve as a cornerstone in closing this funding gap and ensuring the successful establishment of the campus.



This pivotal facility will deliver long-term and essential behavioral health services to individuals in need throughout Riverside County (the 4th largest county in California), servicing over 2.5 million people and profoundly impacting the lives of those who require support. Your pledge today can directly influence the journeys of numerous individuals and families, providing them with a pathway toward recovery and a brighter, healthier future.

We invite you to join us in this transformative endeavor by supporting the **MHRPS**. Your commitment will not only help us meet the funding requirement but also demonstrate the power of community collaboration in addressing mental health and substance use disorders in the 51 cities of Riverside County. Together, we can make a meaningful difference in the lives of those struggling and create a lasting impact on the well-being of our community. Today's pledge can pave the way for a brighter tomorrow for individuals needing compassionate, comprehensive care. Let's build a better future together!!



Don't MIND Me is a non-profit 501(c)(3) [87-1780690](https://dntmindme.org) organization supporting primary mental health and wellness initiatives. We want to emphasize that all contributions made to **DMM** are fully tax-deductible to the extent law permits. Your support significantly impacts our mission and allows you to benefit from tax deductions as the IRS allows.



Together, we can take ACTION to make mental health ACCESSIBLE for all! dntmindme.org



The Don't MiND Me Foundation

Mental Health Gala

MARCH 8th, 2025

PALM SPRINGS AIR MUSEUM, PALM SPRINGS, CA

TABLE SPONSORSHIP PACKAGES

CHAMPION SPONSOR \$50,000

Two Champion Sponsorships Available

- 2 premium tables & seating with celebrity guest (20 tickets/seats, close to stage)
- Complimentary Champagne service
- Logo or name on step and repeat, and gobo projection during event
- Logo or name on printed material at event
- Logo or name on event website
- Full page brochure ad



AMBASSADOR SPONSOR \$25,000

Four Ambassador Sponsorships Available

- 2 premium tables (20 tickets/seats, close to stage)
- Complimentary Champagne service
- Logo or name on step and repeat
- Logo or name on printed material at event
- Logo or name on event website
- Half page brochure ad

ADVOCATE SPONSOR \$15,000

Four Advocacy Sponsorship Available

- 1 premium table (10 tickets/seats, close to stage)
- Complimentary Champagne service
- Logo or name on printed material at event
- Logo or name on event website
- Half page brochure ad



FRIEND SPONSOR \$10,000

Four Friend Sponsorship Available

- 1 standard table (10 tickets/seats)
- Complimentary Champagne service
- Logo or name on printed material at event
- Logo or name on event website
- Quarter page brochure ad

DIGITAL AD SPONSOR \$500

Does not include access to event

- Logo or name on event website
- Mentioned in Thank You section of event brochure



To become a sponsor
please contact:
mina@dontmindme.org
For more info check out:
www.dontmindme.org
[@dontmindme](https://www.instagram.com/dontmindme)





The Don't MiND Me Foundation

Mental Health Gala

MARCH 8th, 2025

PALM SPRINGS AIR MUSEUM, PALM SPRINGS, CA

EVENT SPONSORSHIP PACKAGES

FOOD & BEVERAGE SPONSOR \$20,000

Two Food & Beverage Sponsorships Available

- 2 standard tables (20 tickets/seats)
- Complimentary Champagne service
- Logo or name on printed material at event
- Logo or name printed on all menus
- Logo or name event website
- Half page brochure Ad



ENTERTAINMENT SPONSOR \$15,000

One Entertainment Sponsorship Available

- 1 standard table (10 tickets/seats)
- Complimentary Champagne service
- Logo or name on printed material at event
- Logo or name on stage
- Logo or name on event website
- Half page brochure Ad

CASINO SPONSOR \$7,500

One Casino Sponsorship Available

- 1/2 standard table (5 tickets/seats)
- Logo or name on printed material at event
- Logo or name printed on custom felt table tops
- Logo or name on event website
- Quarter page brochure Ad



CIGAR LOUNGE SPONSOR \$7,500

One Cigar Lounge Sponsorship Available

- 1/2 standard table (5 tickets/seats)
- Logo or name on printed material at event
- Logo or name printed on lounge bar
- Logo or name on event website
- Quarter page brochure Ad

IN-KIND DONATIONS

- Great exposure of your company to high profile attendees, entertainment industry professionals, and the mental health community as a whole
- Signage at designated hospitality area(s) at event
- Recognition at the awards reception and auction events
- Opportunity to include merchandise in the gift bags

To become a sponsor
please contact:
contact@dontmindme.org
For more info check out:
www.dontmindme.org
[@dontmindme](https://www.instagram.com/dontmindme)





CFF
California Farmworker Foundation

Sponsorship Opportunities

CFF is seeking sponsorships from local community members and businesses to help us celebrate the individuals, the families, the community of farmworkers in 2025.

Día De La Familia

Sundays are a special time for family, and CFF honors this with *Día De La Familia*, a free event for farmworker families. This lively gathering attracts community members of all ages, often spanning generations. Attendees enjoy dishes from a local taquería, offering a taste of the community's flavors. More than 30 booths provide essential services, from diabetes screenings to financial literacy resources. Children's activities keep everyone entertained, while local *mariachi* and *banda* music add to the celebration. With attendance ranging from 2,000 to 8,000, *Día De La Familia* has become a cherished tradition that strengthens community bonds and provides vital support in a fun, family-friendly atmosphere.



Engage and Inspire

Día De La Familia provides sponsors with a valuable opportunity to connect directly with farmworker families through stage time and table networking. Stage time allows you to share your message with a wide audience, while a dedicated table gives you the chance to engage one-on-one with attendees, answer questions, and build meaningful relationships. This event offers a unique setting to connect with the community in a relaxed, family-oriented atmosphere, helping foster deeper connections and understanding. It's a chance to make a lasting impact while supporting a cherished local tradition.

Celebrating Community Together

Photobooth strips and other keepsake souvenirs at family events offer sponsors a unique opportunity to leave a lasting impression. By sponsoring keepsakes, you align your business with special moments that families hold dear, while fostering a sense of community. They not only add to the event's enjoyment but also provide a way for families to hold onto meaningful experiences that can be passed down through generations.



SIGN UP TO BE A SPONSOR!



Sponsorships will be used solely to cover the costs of a Dia De La Familia event. If you are interested in a **Platinum Tier Sponsorship** (\$15,000), more details can be provided by CFF.

STEP ONE: Please select your sponsorship level

GOLD SPONSOR - \$10,000+

- Prominent sponsor recognition on all event-related marketing & promotional collateral: save the date, invitations, flyers, e-mails, and posters
- Sponsors listings all at-event signage and in the event program
- Sponsor and link from the event page on the CFF website and Social Media Pages
- Sponsor advertisement in event program
- Opportunity to speak at event
- Special table location at the event to display any products, services or company marketing materials

SILVER SPONSOR - \$5,000+

- Sponsor recognition on all event-related marketing & promotional collateral: save the date, invitations, flyers, e-mails and posters.
- Sponsor listing on select at-event signage and in the event program
- Sponsor recognition and link from the event page on the CFF website
- Tables and chairs provided for the event in a moderate traffic location

BRONZE SPONSOR - \$2,000+

- Sponsor recognition on select at-event signage and in the event program
- Sponsor recognition on the event page on the CFF website

MINI SPONSORSHIPS

PHOTOBOOTH SPONSOR - \$500

- Logo on photobooth photos

CFF VIP PACKAGE - \$500

- Limited Edition Dia de la Familia T-shirt
- CFF Hat
- Photo opportunities and recognition on stage

INSTAGRAM SPONSOR - \$500

- Logo on custom Instagram frame available at event

STEP TWO: Please Complete Sponsorship Form

THANK YOU FOR YOUR PARTNERSHIP

www.californiafarmworkers.org

CALIFORNIA FARMWORKER FOUNDATION SPONSORSHIP FORM



Company Name

Date

Street Address

City

ST

Zip code

First Name

Last Name

E-Mail

Phone

Accounting:

- Check will be mailed
- Please send invoice now
- Please send invoice on
this date: _____

Please send completed form and/or check to:

BY MAIL:

California Farmworker Foundation

P.O. Box 1342

Delano, CA 93216

BY EMAIL: INFO@CALIFORNIAFARMWORKERS.ORG

Signature _____

STEP THREE: Please send CFF completed forms

Once we receive your completed sponsorship form, CFF staff will contact you to discuss event arrangements, sponsorship benefits and recognition. Please send your high-resolution color and black and white logos (JPEG preferred) to info@californiafarmworkers.org

Sponsorships made to the California Farmworker Foundation are considered charitable contributions and tax-deductible. CFF is a 501(c)(3) organization. Federal tax ID #81-3960575

THANK YOU FOR YOUR PARTNERSHIP

www.californiafarmworkers.org



October 18, 2024

Dear Desert Healthcare Coalition, Mr. Christensen,

CONGRATULATIONS on being selected to receive our prestigious Presidents' Award during our **Stepping Out for COD - Citizens of Distinction Gala**. Our awards celebration will be held on January 16, 2025, at Agua Caliente Rancho Mirage.

You were nominated by the Chair of the Board of Trustees, Bonnie Stefan, the Chair of the Foundation of the Board, Diane Rubin and the Interim Superintendent/President Laura Hope, who thought the Desert Healthcare Roundtable were the most deserving group for this prestigious recognition. We are further pleased to announce the Desert Healthcare Roundtable is the inaugural honoree of this very distinguished award.

More information about the evening of **Stepping Out for College of the Desert, Citizens of Distinction Gala**.

- Approximately 400 guests who share a passion for education and College of the Desert will be there to celebrate you.
- The event is the Foundation's primary annual fundraiser and this is the first time we are hosting a gala.
- Each organization representing the Roundtable will receive two (2) complimentary tickets to the event. Names will be at will call/check in when you arrive.
- Additional tickets/sponsorships are available for purchase. Please feel free to contact COD Foundation Director of Development, Eddie Hernandez at 760-773-2538.
- It is very important to us that you know how valued you are and that the evening is memorable.

We will need a few items from you in order to complete your recognition. Please provide them as soon as possible, but no later than **January 3, 2025**.

- One (1) professional color portrait (in JPEG or PNG format if possible).
- A short statement about how receiving this award makes you feel and why your organization wanted to be a part of this industry led coalition to solve our nursing shortage.
- Please be prepared for short remarks during the evening of the event. We want to ensure the Desert Healthcare Roundtable is given the opportunity to shine!

We look forward to honoring you and will contact you with additional details as we approach the event. In the meantime, please feel free to contact me should you have any question. Once again, congratulations on this well-deserved recognition!

Sincerely,

A handwritten signature in black ink that reads "Catherine Abbott". The signature is fluid and cursive.

Catherine Abbott
Executive Director
College of the Desert Foundation

A handwritten word "Congratulations!" in black ink. The letters are large and stylized, with a long tail on the 't'.

College of the Desert Foundation • 43500 Monterey Ave, Palm Desert, CA 92260 • www.codfoundation.org
760.773.2561 • Fed Tax ID: 95-3829219

You are cordially invited to Stepping Out for COD 2025,
the COD Foundation's most philanthropic event of the year.

COCKTAILS & DINNER
LIVE MUSIC BY THE ELITE SHOW BAND · DANCING · LIVE AUCTION
FUND THE NEED · PRESIDENTS' AWARD · ALUMNI HALL OF FAME INDUCTEE
SCHOLARSHIP ESSAY AWARD

COCKTAIL ATTIRE



Gala Emcee
Patrick Evans, Chief Meteorologist
and Host of *Eye On The Desert*

*"COD is a vital cornerstone of our Valley, and as co-chairs of **Stepping Out for COD 2025**, we are asking for your support. Many of our students face significant challenges from covering tuition, childcare, and housing costs to food insecurity. Your contribution can make a profound difference, empowering these students to overcome obstacles and achieve their educational goals. Together we can ensure that financial barriers don't stand in the way of their success."*

Carol

| Carol Fragen
2025 CO-CHAIR

Bill Chunowitz

| Bill Chunowitz
2025 CO-CHAIR

Why You Should Support the COD Foundation

For over 40 years, the core of the COD Foundation has been to strengthen the infrastructure of COD. Today, the COD Foundation manages endowments and other assets in excess of \$60 million. We've raised over \$130 million to support student services. We provide short-and long-term support for scholarships; provide students with access to textbooks which are often the most expensive part of college life. The generosity of our donors has allowed for upgrades in building, technology, and equipment. It has ensured our students have access to the most basic needs. With your support we can continue to remove financial barriers to our students' education as well as enhance academic and extracurricular programs that enrich their educational experience.

Yes, I want to sponsor Stepping Out for COD 2025

Presenting Visionary Sponsor (\$100,000)

Tax deductible portion: \$95,680

Two (2) VIP tables up to (12) guests per table. On-stage recognition and photo op of Presidents' Award. Personalized video message. Name recognition in printed/electronic materials, website and social media.

Diamond Sponsor (\$50,000)

Tax deductible portion: \$46,400

Two (2) VIP tables of (10) guests per table. On-stage recognition and photo op of Alumni Hall of Fame inductee. Name recognition in printed/electronic materials, website and social media.

Platinum Sponsor (\$25,000)

Tax deductible portion: \$23,200

One (1) VIP table of (10) guests. On-stage recognition and photo op of scholarship essay award recipient. Name recognition in printed/electronic materials, website and social media.



CITIZENS OF DISTINCTION GALA

Gold Sponsor (\$15,000)

Tax deductible portion: \$13,200

One (1) preferred table of (12) guests. Name included in press release. Name recognition in printed/electronic materials, website and social media. Acknowledgment from stage and on-screen.

Ruby Sponsor (\$10,000)

Tax deductible portion: \$8,200

One (1) preferred table of (10) guests. Name included in press release. Name recognition in printed/electronic materials, website and social media. Acknowledgment from stage and on-screen.

Silver Sponsor (\$5,000)

Tax deductible portion: \$3,920

Six (6) preferred seats. Name recognition in printed/electronic materials, website and social media. Acknowledgment from stage and on-screen.

Emerald Sponsor (\$2,500)

Tax deductible portion: \$2,140

Two (2) preferred seats. Name recognition in printed/electronic materials, website and social media. Acknowledgment from stage and on-screen.

THE GREENE FAMILY FOUNDATION
& JIM AND JESSICA GREENE
PRESENT

STEPPING OUT for COD 2025

Thursday, January 16, 2025 | 6–10 pm

Agua Caliente Rancho Mirage
Cahuilla Ballroom

Individual Ticket | \$495 per person

Tax deductible portion: \$315

To learn more about the
Fund For Student Success
call Eddie Hernandez at
760.773.2561 or visit
CODFOUNDATION.ORG/STEPPING-OUT

DIAMOND SPONSOR

JORDAN SCHNITZER

HAROLD & ARLENE SCHNITZER  CARE FOUNDATION

All sponsorship levels may be tax deductible as allowed by the IRS. Sponsorships paid through a Donor Advised Fund (DAF) are not eligible for more than an incidental benefit per IRS IRC 4967 and are not eligible for a tax deduction, as the tax benefits were already received through the DAF.

COLLEGE OF THE DESERT FOUNDATION IS A 501(C)(3) ORGANIZATION. TAX ID #95-3829219.

S A V E
T H E
D A T E

dap DAP Health

the chase

MARCH 29, 2025
PALM SPRINGS CONVENTION CENTER

THE STEVE CHASE *Humanitarian* **AWARDS**

PRESENTING SPONSOR **DESERT CARE NETWORK**

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www.daphealth.org/thechase

[Click here to access the Patient Portal.](#)



[Get Tickets](#) [Become a Sponsor](#) [Volunteer](#) [Donate an Item](#) [Support Our Mission](#) [About The Chase](#)

Shine a Spotlight on Your Brand at The Chase

Step into the spotlight and showcase your brand or business while making a difference. As a sponsor of the **Annual Steve Chase Humanitarian Awards**, you'll have a unique opportunity to elevate your brand in front of a captivated audience at one of the desert's most celebrated events.

This night of glamour, philanthropy, and community impact brings together changemakers, influencers, and supporters, all united in their commitment to breaking down barriers to care and promoting health equity. **Don't miss this opportunity to highlight your business and create lasting connections.**

To join us in making an impact as a sponsor, please contact us at sponsorships@daphealth.org.

If you would like to see the sponsorship opportunities available in a pdf form, please [click here](#).

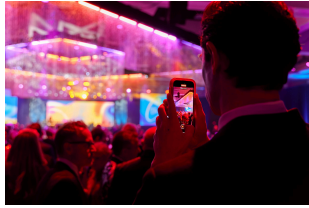
Benefits of Sponsoring

Gain Unmatched Visibility: Reach an influential and discerning audience.

Amplify Your Brand: Be featured across event communications, social media, and more.

Align with Impact: Demonstrate your commitment to health equity and the well-being of our community.





Connect Your Brand to a Community that Cares

Choose a sponsorship package that aligns with your budget and goals.

Contact us to learn more or collaborate on a customized solution tailored just for you.

Confirm your sponsorship by completing your payment and securing your spot.

Share the experience by inviting friends or clients with your complimentary tickets.

Celebrate with us and enjoy the magic of The Chase!

Each sponsorship level offers premium benefits, from VIP event access to unparalleled brand recognition.

Learn more about sponsorship opportunities below.

Platinum Sponsor - \$100,000
Producing Sponsor – \$50,000
Major Sponsor – \$25,000
Star Sponsor – \$15,000
Supporting Sponsor – \$12,500
<p>Support the cause as a Supporting Sponsor and receive these valuable benefits:</p> <ul style="list-style-type: none"> • Exclusive Name & Logo Placement: Listed in select event communications, social media, print media, and the event website. • Event Recognition: Your name or logo included in event multimedia presentations and signage. • Preferred Event Access: Includes 10 preferred individual tickets.
Benefactor Sponsor – \$6,000
Patron Sponsor – \$3,000

Secure Your Spot Today

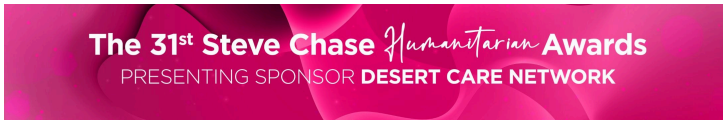
Contact sponsorships@daphealth.org to get started or fill out the sponsorship form here.

The **2025 Steve Chase Humanitarian Awards** pay tribute to DAP Health's enduring legacy of expanding health care access for the most vulnerable members of our community. Since its founding as Desert AIDS Project by Palm Springs volunteers in 1984, DAP Health has been at the forefront of breaking down barriers to care and fostering health equity.

We invite you to join us in supporting this vital mission. Your **tax-deductible contribution** will help sustain the life-changing programs and services that make a difference every day in the lives of those who need it most.



Media Coverage





fundraising events

WINE AND ALL THAT JAZZ



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WINE AND ALL THAT JAZZ – CAFÉ NOIR
FEATURING GUEST EMCEE, EDDIE MULLER
Author & Turner Classic Movies Noir Alley Host**

TUESDAY, JANUARY 14, 2025, 6:00-9:00 PM

CLASSIC CLUB

75200 Classic Club Blvd., Palm Desert, CA 92211

6:00 PM

BAR NOIR CHAMPAGNE RECEPTION

7:00 PM

CAFÉ NOIR

FIVE-COURSE WINE PAIRING SUPPER CLUB DINNER

JAZZ INTERLUDES BY TRIO NOIR

Tim Burleson • Chase Huna • Maureen McDonald

8:00 PM

LIVE AUCTION & "RAISE THE GLASS" FUND APPEAL

\$275 PER PERSON (\$200 FMV)

BLACK, WHITE & GREY WITH A SPLASH OF RED COCKTAIL ATTIRE

COMPLIMENTARY VALET PARKING

RSVP, TICKETS, TABLES & QUESTIONS

760-895-4654 or 760-895-4651

Info@JoslynCenter.org

JoslynCenter.org/Fundraising-Events

RSVP by January 7, 2025

SPECIAL THANKS TO OUR SPONSORS

DOUBLE INDEMNITY SPONSOR

Barbara Rogers
Gary Geske



(<https://gracehelenspearman.foundation/>)

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BLUE DAHLIA TABLE CAPTAIN

Edeltraud McCarthy Foundation

Barry Kaufman & Margo Handelsman



(http://www.foaging.com/)

Michael Plante



(https://www.ranchoiragerotary.org/)

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(https://certifiedautismcenter.org)

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(https://goo.gl/maps/jH3N5JsUUy1JHmNA)

(https://goo.gl/maps/jH3N5JsUUy1JHmNA) (https://goo.gl/maps/jH3N5JsUL) 750 Catalina Way, Palm Desert, (https://goo.gl/maps/jH3N5JsUL)





(mailto:info@joslyncenter.org)

(mailto:info@joslyncenter.org) (mailto:info@joslyncenter.org)Info@JoslynCenter.org (mailto:info@joslyncenter.org)

ADDITIONAL RESOURCES



Step 1: Select Sponsorship Options

Sponsorship Options 
 Contact Information 
 Confirmation 
 Payment 

Presenting Sponsor

Amount

 x \$25,000.00 = 0.00

- Exclusive sponsor level
- Two premier tables of ten
- Full-page tribute ad in program book
- Recognition as Presenting Sponsor in advertising, event marketing materials, media, invitations (November 15, 2024 deadline), e-newsletter, Joslyn Journal member magazine, program book, press releases, and website and onsite
- Acknowledgment from emcee and on video screen during event

The Maltese Falcon Sponsor

Amount

x \$15,000.00 = 0.00

- Two prominent tables of ten
- Full-page tribute ad in program book
- Recognition as The Maltese Falcon Sponsor in advertisement, event marketing materials, media, invitations (November 15, 2024 deadline), e-newsletter, Joslyn Journal member magazine, program book, press releases, and website and onsite
- Acknowledgment from emcee and on video screen during event

Double Indemnity Sponsor

Amount

x \$10,000.00 = 0.00

- One prominent table of ten
- Half-page tribute ad in program book
- Recognition as Double Indemnity Sponsor in advertising, event marketing materials, media, invitations (November 15, 2024 deadline), e-newsletter, Joslyn Journal member magazine, program book, press releases, and website and onsite
- Acknowledgment from emcee and on video screen during event

Out of the Past Sponsor

Amount

x \$5,000.00 = 0.00

- One prominent table of ten
- Quarter-page tribute ad in program book
- Recognition as Out of the Past Sponsor in advertising, event marketing materials, media, invitations (November 15, 2024 deadline), e-newsletter, Joslyn Journal member magazine, program book, press releases, and website and onsite
- Acknowledgment from emcee and on video screen during event

The Blue Dahlia Table Captain

Amount

0 x \$2,750.00 = 0.00

- One table of ten at \$275 individual ticket price
- Recognition as The Blue Dahlia Table Captain in e-newsletter, Joslyn Journal member magazine, program book, press releases, and website and onsite
- Acknowledgment from emcee and on video screen during event

Next

Privacy Policy

We take precautions to protect your information. We collect credit card or bank account information, names, addresses, and other data related to your transaction when you make a payment through our site. We use this information to process your payment.

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By submitting your payment, you authorize us to charge the account above for the amount specified in the *Transaction Amount* field. Account information for Recurring Pledges/Monthly Giving is encrypted and stored securely via SafeSave™ for automatic processing of your future payments. Notify us at anytime if you wish to discontinue your pledge.



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DESERT HEALTHCARE
DISTRICT & FOUNDATION

Date: December 17, 2024
 To: Board of Directors
 Subject: CEO Meetings, Engagements, and CEO Discretionary Fund

Background:

- The following is brief information regarding the CEO’s current meetings and community engagements.
- The report includes District media visibility and the CEO Discretionary Fund expenditures.

Meetings and Engagements 12/04/24 -12/12/24

- Kay Hazen, Kay Hazen and Company
- IE Funders Alliance December Year-End Member Meeting
- Press Conference - Desert Regional Medical Center Lease Purchase Agreement
- Mike Thompson, Chief Executive Officer, LGBTQ Center of the Desert
- Upcoming Meeting - Rusty Oft, Vice President of Operations, LLUCH & Business Development LLUH and Dr. Amy Young-Snodgrass, Chief, Division of Forensic Pediatrics, LLUCH
- CV Strategies Weekly Meetings
- Association of California Healthcare Districts (ACHD) CEO Roundtable
- ACHD 2025 New Meeting Laws (staff representation due to a meeting conflict)

CEO Discretionary Fund - July 2024 through November 2024

Date	Name	Memo	Amount
6325 - CEO Discretionary Fund			
07/30/2024	Codex Creation Committee (RWLM)	2024 Run With Los Muertos Community Sponsorship	1,000
07/30/2024	Transgender Health and Wellness Center	Silver Flame Sponsorship for Transgender Day of Remembrance - November 20, 2024	1,000
08/06/2024	Riverside County Physician's Memorial Fdn	Silver Sponsorship for 14th Annual Caring for Our Future Medical Scholarship Fundraiser - October 30, 2024 - Approved by Board President	3,000
08/12/2024	The LGBTQ Community Center	Patron Sponsor for 2024 Center Stage Event - October 19, 2024 - Board President approved	5,000
08/13/2024	UC Riverside Foundation	UCR SOM 2024 Celebration of Medical Education Gala - Friend Sponsor	2,500
08/13/2024	Lift To Rise	\$2,500 sponsorship for Lift To Rise's 2nd annual Community Investment Awards	2,500
08/15/2024	Coachella Valley Economic Partnership	Silver Sponsorship for CVEP 2024 Greater Palm Springs Summit - November 19, 2024 - Board President approved	5,000
08/22/2024	Inland Coalition on Aging	Silver Sponsorship for Inland Coalition on Aging Conference - September 27, 2024	500
08/28/2024	Boo2Bullying	Silver Sponsorship for 2nd Annual Kick Bullying To The Curb event - September 28, 2024	1,000
10/23/2024	Codex Creation Committee (RWLM)	2024 Run With Los Muertos Community Sponsorship - Addendum Payment #2	2,000
10/23/2024	ABC Recovery Center, Inc.	ABC Recovery Center Bronze Sponsor \$2,500 Oasis of Hope Gala November 1, 2024	2,500
10/23/2024	Cove Communities Senior Association	Cody Sponsor - Season Kickoff Cocktail Reception Fundraiser November 1, 2024	2,500
11/12/2024	Inland Caregiver Resource Center	Inland Caregiver Resource Center Caregiver Appreciation Month Silver Sponsor \$500 November 30, 2024	500
11/13/2024	Latino Medical Student Association	Latino Medical Student Association - West Region Table Sponsor Gala Sponsorship \$2,000 February 7-8, 2025, at UCR Medical	2,000
11/13/2024	Parkinsons Resource Organization Inc	Silver Sponsor \$2500 - Parkinson's Today: An Educational Symposium February 8, 2025, at UCR Palm Desert Campus	2,500
11/25/2024	U.S. Bank	EzCater - sponsorship of Coachella Valley Women Leaders Luncheon - November 14, 2024 - Coachella, CA	749
11/26/2024	Alianza Coachella Valley	Celebrando Nuestro Impacto January 30, 2025 - Awards Sponsor \$5,000 - Board Approved	5,000
11/26/2024	Jewish Family Service of the Desert	Jewish Family Services of the Desert 22nd Annual Patron Party December 8, 2024 - \$5,000 Sponsorship - Board Approved	5,000
11/26/2024	Brothers of the Desert	Brothers of the Desert 6th Annual Wellness Summit March 22, 2025, - Organization Champion Sponsorship \$5,000 - Board Approved	5,000
TOTAL			49,249



Date: December 17, 2024

To: Desert Healthcare District and Foundation Board Meeting

Subject: Media Visibility

Below are highlights of the District and Foundation’s recent media coverage, with descriptions and links to reports as available.

- “30-Year Lease Signed for Desert Regional Medical Center, Expanding Health Care in the Valley” (NBC Palm Springs, Dec. 11)
<https://www.nbcpalmsprings.com/NaN/NaN/NaN/30year-lease-signed-for-desert-regional-medical-center-expanding-health-care-in-the-valley>
- “Purchase agreement for DRMC signed” (The Uken Report, Dec. 11)
<https://ukenreport.com/purchase-agreement-for-drmc-signed/>
- “New 30-year lease-purchase agreement for Desert Regional Medical Center” (KESQ-TV, Dec. 10)
<https://kesq.com/news/2024/12/10/new-30-year-lease-purchase-agreement-for-desert-regional-medical-center/>
- “Tenet, Desert Healthcare celebrate passage of new Palm Springs hospital lease” (The Desert Sun, Dec. 10)
<https://www.desertsun.com/story/news/health/2024/12/10/tenet-desert-healthcare-district-celebrate-new-palm-springs-desert-regional-hospital-lease/76866201007/>
- “Desert Healthcare District to recognize 2 outgoing Board Directors at Nov. 26 meeting” (The Uken Report, Nov. 26)
<https://ukenreport.com/healthcare-directors-to-be-recognized-sponsored/>
- “Greg Rodriguez discusses winning election to Desert Healthcare District board” (KESQ-TV, Nov. 19)
<https://kesq.com/news/2024/11/19/greg-rodriguez-discusses-winning-election-to-desert-healthcare-district-board/>
- “Riverside County Election Winners” (Valley News, Nov. 9)
<https://myvalleynews.com/blog/2024/11/09/riverside-county-election-results-as-of-11-8-24/>

Fiscal Impact:

None



**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
December 10, 2024**

Directors Present via Video Conference	District Staff Present via Video Conference	Absent
President Evett PerezGil Director Leticia De Lara, MPA	Chris Christensen, Chief Executive Officer, CPA Eric Taylor, CPA Chief Administration Officer Donna Craig, Chief Program Officer Alejandro Espinoza, MPH, Chief of Community Engagement Meghan Kane, MPH, Senior Program Officer, Public Health Gracie Montano, Program Associate Erica Huskey, Grants Manager Andrea S. Hayles, MBA, Board Relations Officer	The board term of former Vice-President Carmina Zavala ended on 11/26/24, with her final committee attendance recorded on 11/12/24.

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	The meeting was called to order at 5:02 p.m. by Chair PerezGil.	
II. Approval of Agenda	Chair PerezGil asked for a motion to approve the agenda.	Moved and seconded by Director De Lara and Director PerezGil and to approve the agenda. Motion passed unanimously.
III. Meeting Minutes 1. November 12, 2024	Chair PerezGil asked for a motion to approve the November 12, 2024, meeting minutes.	Moved and seconded by Director De Lara and Director PerezGil to approve the November 12, 2024, meeting minutes. Motion passed unanimously.
IV. Public Comment	There were no public comments.	
V. Chief Executive Officer Report 1. 2025 Committee Assignments	Chris Christensen, CEO, provided an overview of the newly elected officers at the December 9 board meeting and President Rogers's request to have separate directors on the program and finance committees. Mr. Christensen also discussed hiring Kay Hazen, a former 18-	

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
December 10, 2024**

	<p>year board member, as a consultant to assist in guiding the strategic planning process for the staff and directors moving forward.</p> <p>The committee requested that the CEO send an email detailing the consultant's role.</p>	
<p>VI. Program Updates</p> <p>1. Progress and Final Reports Update</p> <p>2. Grant Applications Status Report</p>	<p>President PerezGil inquired about any questions from the committee concerning the updates on the Progress Reports.</p> <p>There were no questions or comments.</p> <p>During the discussion on grant applications, the committee inquired about the Ronald McDonald House application, which was automatically abandoned by the grant management software, FOUNDANT, after 90 days of inactivity. The Ronald McDonald House is planning to reassess their application and will consider the possibility of resubmitting it.</p> <p>Additionally, the committee inquired about the status of the St. John’s Community Health grant application and the Birth Choice of the Desert grant application was withdrawn due to not having audited financials. The organization submitted a mini grant instead. The committee inquired if Birth</p>	

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
December 10, 2024**

<p>3. Grant #1468 Eisenhower Health grant status report/update</p> <p>4. Grant Payment Schedule</p>	<p>Choice would be eligible for the audit requirements and contingencies for the District to consider funding an audit.</p> <p>Mr. Christensen provided an update on the status of the Eisenhower grant describing the internal due diligence process and presenting the grant application at the January Program Committee meeting.</p> <p>President PerezGil inquired about any questions from the committee concerning the updates on the Grant Payment Schedule.</p> <p>There were no questions or comments.</p>	
<p>VI. Grant Funding</p> <p>Review and determination for forwarding to the Board for consideration:</p> <p>1. Grant #1476 Desert ARC: Desert ARC Health Care Program - \$ 139,495</p> <p>2. Grant #1485 OneFuture Coachella Valley: RN Expansion</p>	<p>The committee inquired as to the low cost of the budgeted adjustable medical beds. Nick Prudhomme, the Development and Content Marketing Manager at Desert Arc, described the adjustable high beds and wheelchairs for transporting clients, which are sourced from direct medical supplies.</p> <p>The committee inquired about the College Futures Foundation grant award. Sheila Thorton, President & CEO of OneFuture</p>	<p>Moved and seconded by Director De Lara and Director PerezGil to approve Grant #1476 Desert ARC Health Care Program – \$139,495 and forward to the Board for approval. Motion passed unanimously.</p> <p>Moved and seconded by Director De Lara and Director PerezGil to approve Grant #1485 OneFuture Coachella Valley RN Expansion Project –</p>

**DESERT HEALTHCARE DISTRICT
PROGRAM COMMITTEE MEETING
MEETING MINUTES
December 10, 2024**

<p>Project - \$374,900 for two years</p>	<p>Coachella Valley, provided a detailed overview of the funding received from Desert Care Network, Eisenhower Health and IEHP to fund the first 35 cohorts of College of the Desert’s nursing students with the additional funding requested from the District for the second cohort of 35 students. Mrs. Thorton also addressed further questions from the committee.</p> <p>The committee requested an approximate number of linguistically competent staff engaged with the students.</p>	<p>\$374,900 for two years and forward to the Board for approval. Motion passed.</p>
<p>VII. Committee Members Comments</p>	<p>Director De Lara expressed her satisfaction with serving on the committee and the dedication of the new directors participating on the Program Committee.</p>	
<p>VIII. Adjournment</p>	<p>Chair PerezGil adjourned the meeting at 5:35 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

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

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



Date: December 10, 2024

To: Program Committee – District

Subject: Progress and Final Grant Reports 11/1/2024 – 11/30/2024

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

Desert Arc # 1400

Grant term: 10/1/2023 – 9/30/2024

Original Approved Amount: \$291,271.00

Progress Report covering the time period from: 7/1/2024 – 9/30/2024

Desert Arc # 1400

Grant term: 10/1/2023 – 9/30/2024

Original Approved Amount: \$291,271.00

Final Report covering the time period from: 10/1/2023 – 9/30/2024

Variety Children’s Charities # 1405

Grant term: 10/1/2023 – 9/30/2024

Original Approved Amount: \$120,852.00

Progress Report covering the time period from: 4/1/2024 – 9/30/2024

GRANT PROGRESS REPORT

Desert Arc, Grant # 1400

ABOUT THE ORGANIZATION

Desert Arc
73255 Country Club Drive
Palm Desert, CA 92260
760-346-1611

Progress Report Contact:
Nick Prudhomme, Development Associate
nprudhomme@desertarc.org

PROJECT INFORMATION

Project Title: 1400 Desert Arc Health Care Program

Grant Term: 10/01/2023 - 09/30/2024

Total Grant Amount Awarded: \$291,271.00

Reporting Period: 07/01/2024 - 09/30/2024

Report Due Date: 11/01/2024

DESERT HEALTHCARE DISTRICT STRATEGIC PLAN ALIGNMENT

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

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

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

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

PROGRESS TOWARDS PROJECT DELIVERABLES

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

Project Deliverable #1:

By June 30, 2024, acquire and install 63 life-saving Automatic External Defibrillators (AEDs) in Desert Arc's buses and vehicles transporting people with disabilities with round-trip, home to program, curb-to-curb service.

Progress towards Deliverable #1:

All 63 Automatic External Defibrillators (AEDs) were installed during the prior reporting period and during the current reporting period all AEDs have been fully functional and in operation across Desert Arc's entire fleet of busses and vehicles transporting people with disabilities with round-trip, home to program, curb-to-curb service.

Project Deliverable #2:

By September 30, 2024 an estimated 230 clients will benefit from the on- and off-site medical care of a full-time Licensed Vocational Nurse Monday through Friday.

Progress towards Deliverable #2:

During This reporting period there were 41 unduplicated clients who received medical care from the LVN. There were 961 Nursing Visits during the reporting period, including G-Tube Feedings, Physician Ordered Medication Passes, Catheter Care, Vagus Nerve Stimulation, Breathing Treatment (PRN Inhaler), Nasal Sprays, and Epi-Pen administrations. 589 Intervention Services were performed during the reporting period, including First Aid, Post-fall Observations, Seizures, Over the Counter Medications, Covid Tests, Employee TB Screening, and Chest X-rays.

Project Deliverable #3:

By September 30, 2024, a Board Certified Behavior Analyst will conduct Behavior Assessments and create Behavior Support plans for an estimated 70 clients.

Progress towards Deliverable #3:

During this reporting period the Board Certified Behavioral Analyst (BCBA) conducted Behavior Assessments and created Behavior Support Plans for 13 clients. Working in small groups and one-on-one with clients, the Behavior Plans: 1. Identify Targeted behaviors by outlining the Operational Definition of the behavior, the Behavioral Function, and the behavior's Antecedents 2. Outlines how to Prevent Behavior, Respond to Occurrences of Target Behaviors, and implement Positive Programming 3. Provides Data Collection Procedures.

Project Deliverable #4:

By September 30, 2024, the Board Certified Behavior Analyst will train 32 Desert Arc staff members, Direct Support Professionals-Instructors in Behavioral Programs, on Behavior Concepts and related topics.

Progress towards Deliverable #4:

The Board Certified Behavior Analyst trained 11 staff members (Direct Support

Professionals) on Behavior Concepts and related topics. The training identifies clients with specific tendencies in particular environments and curates a training report for our Direct Support Professionals to help them best manage said tendencies. Examples of predictable behaviors are highlighted and addressed with proper Behavioral Concepts and strategies.

PROGRESS TOWARDS PERFORMANCE MEASURES

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

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

41

Story Behind The Number:

145 unduplicated clients were directly connected to the LVN for Nursing Visits and Intervention services for a total of 1,550 reported cases over the reporting period.

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

13

Story Behind The Number:

The Board Certified Behavior Analyst began implementing assessments via Zoom during this reporting period, expanding her overall reach tremendously to 13 new clients in the Adult Day Program and Behavioral Modification.

PM 3.6: # of clients who increased their knowledge of behavioral/mental health resources:

11

PM 3.6: % of clients who increased their knowledge of behavioral/mental health resources:

22

PROGRESS ON THE DISTRICT RESIDENTS SERVED:

Total Number of District Residents Reached During This Reporting Period:

54

Story Behind The Number:

The 216 residents who were served during this reporting period encompass the 145 clients served by the Licensed Vocational Nurse and the 71 clients who were served by

the Board Certified Behavior Analyst. These clients are residents across the entire Coachella Valley.

Geographic Area(s) Served During This Reporting Period:

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

PLEASE ANSWER THE FOLLOWING QUESTIONS:

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

There have been little to no challenges or course corrections during the reporting period.

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

During the current reporting period Desert Arc attended the Desert Healthcare District and Foundation's Healthy Desert Healthy You: Environmental Health Summit. 6 Desert Arc clients volunteered at the Health Summit providing greeting services to the Summit guests. The clients enjoyed greeting guests with big smiles and learning about the importance of having a healthy environment. All of the clients who volunteered at the Health Summit benefit from Desert Arc's Healthcare Program thanks to the generous support of the Desert Health Care District and Foundation!

FINAL GRANT REPORT

Desert Arc, Grant # 1400

ABOUT THE ORGANIZATION

Desert Arc
73255 Country Club Drive
Palm Desert, CA 92260
760-346-1611

Final Report Contact:
Nick Prudhomme, Nick Prudhomme
nprudhomme@desertarc.org

PROJECT INFORMATION

Project Title: 1400 Desert Arc Health Care Program

Grant Term: 10/01/2023 - 09/30/2024

Total Grant Amount Awarded: \$291,271.00

Reporting Period: 10/01/2023 - 09/30/2024

Report Due Date: 11/15/2024

DESERT HEALTHCARE DISTRICT STRATEGIC PLAN ALIGNMENT

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

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

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

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

PROGRESS TOWARDS PROJECT DELIVERABLES

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

Project Deliverable #1:

By June 30, 2024, acquire and install 63 life-saving Automatic External Defibrillators (AEDs) in Desert Arc's buses and vehicles transporting people with disabilities with round-trip, home to program, curb-to-curb service.

Final Outcomes towards Deliverable #1:

The generous funding from this grant afforded Desert Arc the ability to purchase and install 63 life-saving Automatic External Defibrillators (AEDs) for its fleet of Buses and Vans. Desert Arc took great care in analyzing the entire fleet of vehicles that transport our clients (people with disabilities served by our mission) curb-to-curb, home to program every day, to make sure that these life-saving pieces of equipment were placed in the most optimal location in each vehicle to provide effective and timely responses to cardiac emergencies. Standard Operating Procedures and trainings took place for Transportation Division staff to ensure proper The AEDs were installed during the 3rd reporting period and at which time they became fully operational. On May 20th, 2024 Desert Arc held a press conference at our Palm Desert campus featuring Desert Health Care District and Foundation, Congressman Dr. Raul Ruiz, and subject matter experts to unveil this vital project.

Project Deliverable #2:

By September 30, 2024 an estimated 230 clients will benefit from the on- and off-site medical care of a full-time Licensed Vocational Nurse Monday through Friday.

Final Outcomes towards Deliverable #2:

During the grant period 230 unduplicated clients benefitted from the on- and off-site medical care of our full-time Licensed Vocational Nurse (LVN). An average of 133 clients saw the LVN on a quarterly basis. There were 3,979 Nursing Visits during the grant period, including G-Tube Feedings, Physician Ordered Medication Passes, Catheter Care, Vagus Nerve Stimulation, Breathing Treatment (PRN Inhaler), Nasal Sprays, and Epi-pen administrations. 2,034 Intervention Services were performed during the grant period, including First Aid, Post-fall Observations, Seizures, Over the Counter Medications, Covid Tests, Employee TB Screening, and Chest X-rays.

Project Deliverable #3:

By September 30, 2024, a Board Certified Behavior Analyst will conduct Behavior Assessments and create Behavior Support plans for an estimated 70 clients.

Final Outcomes towards Deliverable #3:

During the grant period the Board Certified Behavior Analyst (BCBA) conducted Behavior Assessments and created Behavior Support plans for a total of 91 unduplicated clients. Over the grant period the BCBA conducted a total of 178 Behavior Assessments and Behavior Support Plans. Working in small groups and one-on-one with clients, the Behavior Plans: 1. Identify Targeted behaviors by outlining the Operational Definition of the behavior, the Behavioral Function, and the behavior's Antecedents 2. Outlines how to Prevent Behavior, Respond to Occurrences of Target

Behaviors, and Implement Positive Programming 3. Provides Data Collection Procedures.

Project Deliverable #4:

By September 30, 2024, the Board Certified Behavior Analyst will train 32 Desert Arc staff members, Direct Support Professionals-Instructors in Behavioral Programs, on Behavior Concepts and related topics.

Final Outcomes towards Deliverable #4:

During the grant period the Board Certified Behavior Analyst trained 61 Desert Arc staff members, Direct Support Professionals-Instructors in Behavioral Programs, on Behavior Concepts and related topics. The training identifies clients with specific tendencies in particular environments and curates a training report for our Direct Support Professionals to help them best manage said tendencies. Examples of predictable behaviors are highlighted and addressed with proper Behavioral Concepts and strategies.

PROGRESS TOWARDS PERFORMANCE MEASURES

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

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

230

Story Behind the Number:

During the grant period 230 unduplicated clients benefitted from the on- and off-site medical care of our full-time Licensed Vocational Nurse (LVN). An average of 133 clients saw the LVN on a quarterly basis. There were 3,979 Nursing Visits during the grant period, including G-Tube Feedings, Physician Ordered Medication Passes, Catheter Care, Vagus Nerve Stimulation, Breathing Treatment (PRN Inhaler), Nasal Sprays, and Epi-pen administrations. 2,034 Intervention Services were performed during the grant period, including First Aid, Post-fall Observations, Seizures, Over the Counter Medications, Covid Tests, Employee TB Screening, and Chest X-rays.

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

91

Story Behind the Number:

During the grant period the Board Certified Behavior Analyst (BCBA) conducted Behavior Assessments and created Behavior Support plans for a total of 91 unduplicated clients. Over the grant period the BCBA conducted a total of 178 Behavior Assessments and Behavior Support Plans. Working in small groups and one-on-one with clients, the Behavior Plans: 1. Identify Targeted behaviors by outlining the

Operational Definition of the behavior, the Behavioral Function, and the behavior's Antecedents 2. Outlines how to Prevent Behavior, Respond to Occurrences of Target Behaviors, and Implement Positive Programming 3. Provides Data Collection Procedures.

PM 3.6: # of clients who increased their knowledge of behavioral/mental health resources:

61

PM 3.6: % of clients who increased their knowledge of behavioral/mental health resources:

90

Story Behind the Number/Percent:

Over the course of the grant period the BCBA trained 61 staff members, Direct Support Professionals (DSP) & Instructors in Behavioral Programs, on Behavior Concepts and related topics. There are currently a total of 68 DSPs and Behavioral Instructors.

PROGRESS ON THE DISTRICT RESIDENTS SERVED:

Total Number of District Residents Served During the Entire Grant Term:

321

Story Behind the Number:

The 321 residents who were served include the 230 clients who received care from the Licensed Vocational Nurse as well as the 91 clients who received behavioral assessments from the Board Certified Behavior Analyst.

Geographic Area(s) Served During the Entire Grant Term:

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

PLEASE ANSWER THE FOLLOWING QUESTIONS:

Please share any challenges and course corrections you may have experienced during the entire grant term such as reaching organizational capacity, partnerships, identified geographic areas and/or target populations, and/or fiscal budgetary expenses, etc.

A challenge that Desert Arc experienced during the grant period was when the Board Certified Behavior Analyst (BCBA) was unable to come on to the Desert Arc campus as frequently as scheduled due to temporary medical reason. In order to maintain the required hours, the BCBA organized assessments over Zoom and was in turn able to broaden her reach to even more clients. The BCBA continued to utilize these Zoom

assessments even after her on-campus work realigned back with the regularly scheduled days and hours. To summarize, Desert Arc was able to work with the BCBA to turn a complication into an opportunity to reach even more clients.

Please list five things to be done differently if this project were to be implemented and/or funded again.

Five things Desert Arc would do differently if this project were to be funded again:

1. Explore adding an additional BCBA to supplement services in the case obstacles arise with the single BCBA.
2. Implement additional data collection parameters to increase the scope of information collected by the Nursing Staff.
3. LVN's can provide group trainings to staff for different seasonal cold, flu, and COVID outbreak preventions.
4. BCBA can provide group trainings to staff on general behavioral concepts (in addition to the individual trainings given to the Direct Support Professionals and Behavioral Instructors).
5. Explore new initiatives to address environmental healthcare challenges such as air quality and its effects on health.

After the initial investment by the Desert Healthcare District and Foundation, how will the project be financially sustained?

Desert Arc has received a grant from the Houston Family Foundation for our Healthcare Program, which would fund roughly half of the Healthcare Program's total fiscal year budget. Desert Arc has also applied for a grant through the California Department of Aging's Bridge to Recovery Grant for a yearly supply of COVID-19 tests to prepare for annual outbreaks. Our Licensed Vocational Nurses are not funded by the State of California so Desert Arc relies solely on grant funding to provide these vital healthcare services to its clients with intellectual and developmental disabilities.

Please share any success stories and/or testimonials highlighting the impact that your project had on District residents during the entire grant term.

Desert Arc's Press Conference on Monday, May 20, 2024 took place at 10 am in the Conference Room in Building 3 on our Palm Desert Campus. Congressman Raul Ruiz MD headlined a Panel Discussion featuring Chris Christensen - CEO of the Desert Healthcare District & Foundation, Richard Balocco-President/CEO of Desert Arc, Fire Captain Paramedic Ricky Harvey with CAL FIRE, Aaron Hartney of Global Medical Response and Gary Denham, Paramedic Operations Supervisor with American Medical Response (AMR). Desert Arc Board Chair Damian Jenkins welcomed everyone and Rich DeRose of HeartVantages served as Panel Moderator. This media event spotlighted Desert Arc's leadership role in a critical safety initiative for our clients and the larger community with the acquisition of Automated External Defibrillators (AED) life-saving devices for our entire transportation fleet through a generous grant from the Desert Healthcare District & Foundation. To underscore the value of community

emergency medical systems, Dr. Ruiz arrived in a REACH Air Medical Services helicopter ambulance on an FAA approved landing zone on the lot behind Building 3. Area Fire Departments and AMR had ambulances and fire engines parked out in front on static display near Desert Arc's Bus with AED for visitors to view. The livestream video of the Press Conference is housed in Desert Arc's YouTube Library: https://youtu.be/fqe93_o6DAE

Excerpt from CV Weekly's coverage of the Press Conference:

"I am appreciative and grateful for the work that Desert Arc does to enhance the quality of life for Coachella Valley residents with intellectual and developmental disabilities," said Evett PerezGil, Desert Healthcare District & Foundation Board President. "With their grant request to purchase and install Automated External Defibrillators (AEDs) in all of the agency's vehicles, Desert Arc has demonstrated a proactive commitment to the health and well-being of their clients. They have insured that this life-saving equipment is readily available whenever and wherever it may be needed. It's an initiative that closely aligns with the Desert Healthcare District's mission and we proudly support it."

Media coverage of this Press Conference was covered by: NBC PALM SPRINGS TV, KESQ TV, KUNAVISION TV, EL INFORMADOR DEL VALLE (print edition), NBC TV UNIVISION, THE DESERT SUN, ALPHA MEDIA RADIO, DESERT STAR WEEKLY (print edition) and CV WEEKLY (print edition)

Is there anything else (*not related to the grant funding*) that you feel is important to share with the Desert Healthcare Board and Staff?

Desert Arc attended the Desert Healthcare District and Foundation's Healthy Desert Healthy You: Environmental Health Summit. 6 Desert Arc clients volunteered at the Health Summit providing greeting services to the Summit guests. The clients enjoyed greeting guests with big smiles and learning about the importance of having a healthy environment. All of the clients who volunteered at the Health Summit benefit from Desert Arc's Healthcare Program thanks to the generous support of the Desert Health Care District and Foundation!

GRANT PROGRESS REPORT #2

Variety Children's Charities of the Desert Tent 66, Grant # 1405

ABOUT THE ORGANIZATION

Variety Children's Charities of the Desert Tent 66
42600 Cook Street, Ste 150
Palm Desert, CA 92211
760-773-9800

Progress Report Contact:

Heidi M. Maldoon, Executive Director
heidi@varietyofthedesert.org

PROJECT INFORMATION

Project Title: 1405 Expansion of Core Programs and Services

Grant Term: 10/01/2023 - 09/30/2024

Total Grant Amount Awarded: \$120,852.00

Reporting Period: 04/01/2024 - 09/30/2024

Report Due Date: 11/01/2024

DESERT HEALTHCARE DISTRICT STRATEGIC PLAN ALIGNMENT

Goal 7: Be responsive to and supportive of selected community initiatives that enhance the general education of the District's residents

Strategy 7.1: Increase awareness of the importance of the impacts of health education on Coachella Valley residents (Priority: Moderate)

PROGRESS TOWARDS PROJECT DELIVERABLES

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

Project Deliverable #1:

By December 31, 2023, two full-time Program Specialists will be hired, onboarded, trained, and providing services to clients.

Progress towards Deliverable #1:

Two full-time Program Specialists continued to provide services to clients.

Project Deliverable #2:

By September 30, 2024, Caring Connections will provide 180 developmental screenings and provide educational materials to 1,500 residents.

Progress towards Deliverable #2:

As of September 30, 2024, Caring Connections provided 151 developmental screenings and provided educational materials to 771 residents.

Project Deliverable #3:

By September 30, 2024, Caring Connections will host twenty satellite service dates in communities identified as high-risk to reach 40 clients with services. Satellite service locations currently include: First 5 Riverside in Desert Hot Springs (twice monthly), First 5 Riverside of Mecca (twice monthly), and Clinica Medica Familiar in Indio (monthly).

Progress towards Deliverable #3:

As of September 30, 2024, Caring Connections hosted 13 satellite service dates in communities identified as high-risk to reach 32 clients with services. Satellite service locations include: First 5 Riverside in Desert Hot Springs (twice monthly); First 5 Riverside of Mecca (twice monthly) and Clinica Medica Familiar in Indio (monthly)

PROGRESS TOWARDS PERFORMANCE MEASURES

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

PM 7.1: # of community engagement/awareness activities:

9

Story Behind the Number:

9 community engagement/awareness activities were held in this reporting period. These include resource fairs, parent workshops, access to mental health and COVID-19 educational materials, sensory-friendly and supportive event access, and other supportive health engagements. Events and activities were held at Variety Children's Charity Palm Desert Resource Center and at the service location of partners across the Coachella Valley.

PM 7.1: # of clients reached through community engagement/awareness efforts:

1463

Story Behind the Number:

1,463 individuals received educational materials, mental health resources, COVID-19 prevention kits, access to socially inclusive events and workshops, and the distribution of health education and illness prevention materials. These events were held at the

Variety Children's Charity Resource Center and on location with partnering organizations. Children and parents were reached through community engagement/awareness efforts.

PM 7.1: # of clients who increased their knowledge of the impacts of health education on Coachella Valley residents:

1241

PM 7.1: % clients who increased their knowledge of the impacts of health education on Coachella Valley residents:

85

Story Behind the Number/Percent:

An estimated 85% of clients increased their health education knowledge by receiving health education information, resources, referrals, and support. These are clients who received support, resources, and education materials related to COVID-19 prevention, developmental screenings, early childhood milestones, mental health, and other relevant health and wellness topics.

PROGRESS ON THE DISTRICT RESIDENTS SERVED:

Total Number of District Residents Reached During This Reporting Period:

1463

Story Behind the Number:

Residents of the Coachella Valley were reached and served through the four core programs of Variety Children's Charity and through collaborations with partnering nonprofit organizations. Residents were served across the valley including in Desert Hot Springs, Palm Desert, Indio, and Mecca consistently. Resource fairs and other activities were held in additional communities. Residents received access to health and wellness information on a variety of topics including COVID-19, mental health resources, and early education and intervention.

Geographic Area(s) Served During This Reporting Period:

Bermuda Dunes, Cathedral City, Coachella, Desert Edge, Desert Hot Springs, Desert Palms, Garnet, Indian Wells, Indio, Indio Hills, La Quinta, Mecca, North Shore, Oasis, Palm Desert, Palm Springs, Rancho Mirage, Sky Valley, Thermal, Thousand Palms, Vista Santa Rosa

PLEASE ANSWER THE FOLLOWING QUESTIONS:

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

The organization experienced a change in personnel during the grant period which was addressed through recruiting new staff members to support the program and its clients. Additionally, the number of days on-site in our satellite offices located in Desert Hot Springs, Indio, and Mecca was doubled to two days per month per location however this remains inadequate for the need in these communities.

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

The organization continues to expand programs and services throughout the reporting period. New services include emergency meal kits for families in crisis and mental health bags for children and teens experiencing mental health concerns or in crisis.



**DESERT HEALTHCARE
DISTRICT & FOUNDATION**

Date: December 10, 2024
To: Program Committee
Subject: Grant Applications Status Report

Staff Recommendation: Information only.

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

1. Grant # 1463 Ronald McDonald House Charities - \$158,797 for support of temporary housing and family support services for Coachella Valley children and their families
 - a. Status: Abandoned by applicant
2. Grant#1468 Eisenhower Health - \$1,989,493 for 3 years to support psychiatric care expansion and development of a psychiatry residency program
 - a. Status: Staff is finalizing full due diligence of the application process as directed by the District board and will be placed on January 14, 2025 Program Committee for action.
3. Grant # 1478 St. John's Community Health - \$600,000 for 12 months to support initial core staffing costs for the Indio clinic ramp up that is scheduled to open by December 2025.
 - a. Status: Pending grant application consultation with St. John's on January 15th, in which application will be in front of the Program Committee at its February meeting.
4. Grant #1487 Birth Choice of the Desert - \$58,880 for support of every phase of prenatal and perinatal care
 - a. Status: Birth Choice does not have audited financials so they will be withdrawing this application and submitting a mini grant
5. Grant#1488 Planned Parenthood of the Pacific Southwest - \$170,000 to support the salary of the organization's first Coachella Valley-based physician, whose skill set and work will expand sexual and reproductive health care access throughout the Coachella Valley.
 - a. Status: Pending application and budget review by Grants Team
6. Grant #1485 One Future Coachella Valley - \$374,900 for 2 years to support the RN Expansion pilot program, an initiative of the Healthcare Workforce Leadership Roundtable in partnership with Eisenhower Medical Center, Tenet Healthcare Foundation, and IEHP.

- a. Status: Application on December 10, 2024 Program Committee agenda for consideration
- 7. Grant # 1468 UCR - \$500,000 for 2 years to support expanding mental health services at the CARE space in Desert Hot Springs and in Mecca at the CV Free Clinic.
 - a. Status: Pending application review and review of closure of Grant #1334
- 8. Grant #1476 Desert ARC -\$139,495 for support of the organization's Health Care Program.
 - a. Status: Application on December 10, 2024 Program Committee agenda for consideration
- 9. Mitigating Air Quality-Related Health Conditions RFP
 - a. Status: Five applications on December 10, 2024 Program Committee agenda for consideration

Recently Board-approved GRANTS: None at this time

Recently Staff-approved MINI GRANTS: None at this time

Recently declined MINI GRANTS: None at this time.

Staff recommendations to decline these grants specific to the RFP *Mitigating Air Quality-Related Health Conditions: Prevention, Diagnosis, and Management*

- o RFP Strategies:
 - *Strategy 1:* Increase and enhance awareness and foster connections to mitigate the impact of air quality on health conditions and outcomes.
 - *Strategy 2:* Evaluate household environments to identify methods for improving indoor air quality.
 - *Strategy 3:* Increase access to health services to reduce the impact of poor air quality on health.
- 1. Grant # 1481 Desert Arc (\$74,716)
 - o Reason for declination:
 - The air quality mitigation initiatives presented in this application primarily emphasize shredding, recycling, and composting educational programs and services. This project, while important, does not align with the Request for Proposal's goal of preventing, diagnosing, or managing poor air quality-related health conditions.
- 2. Grant # 1482 Regional Access Project Foundation (\$199,000):
 - o Reason for declination:
 - In the proposal, District funds are budgeted to be passed through to third-party organizations, such as expert consultants, nonprofit partners, and service providers, to support their involvement in delivering the project's content, training, and workshops. The organization will act as a convener, bringing together these external partners and stakeholders. While convening stakeholders is valuable, the pass-through funding model focuses more on coordinating efforts and distributing funds to external experts. The RFP sought projects to directly address the prevention, diagnosis, and management of health conditions related to air quality.



Date: December 7, 2024

To: Program Committee

Subject: Continue to review, discuss, and give further direction/action on a grant application submitted by Eisenhower Health that although aligns with Strategic Plan goal 3 – Access to Behavioral Health/Mental Health Services – the current lease between the Desert Healthcare District and Tenet Health Systems Article VIII ADDITIONAL COVENANT OF LESSOR – states that the District or Foundation cannot provide financial support to **ANOTHER ACUTE-CARE HOSPITAL WITHIN THE DISTRICT’S BOUNDARIES OR ACT AS A PROVIDER OF HEALTH CARE SERVICES THEMSELVES.**

Additionally, the District would need Tenet’s approval if the healthcare activity is being conducted by another-acute care hospital within the District or approval if the District or Foundation were a provider of Health care services themselves

Background:

- In 1997, the Desert Healthcare District and Tenet Health Systems entered into a 30-year lease agreement.
- Within that agreement, under Article VIII ADDITIONAL COVENANT OF LESSOR – it is stated that the District or Foundation cannot provide financial support to another acute-care hospital within the District’s boundaries or act as a provider of health care services themselves.
- Eisenhower Health/Eisenhower Medical Center is an acute-care hospital located in Rancho Mirage, CA – within the District’s boundaries.
- Eisenhower Health has submitted a grant application requesting \$1,989,493 to support its Psychiatric Care Expansion and Psychiatry Residency Program for a 36-month period.
- The application aligns with the high priority Strategic Plan Goal #3: Access to Behavioral Health Care.

Project Description (a three-part request)

- Expansion of Psychiatric Services – recruiting and onboarding 3 additional full-time board-certified psychiatrists
- Enhancing Telehealth and Mobile Health Capabilities – deploy targeted hubs to increase access to psychiatric care via mobile health technology and tele-behavioral health services
- Establishing a Psychiatry Residency Program – Psychiatric Graduate Medical Education (GME) program – the first in this region dedicated to the Coachella Valley



To date:

- Grant #1468 was submitted through the District’s grant portal in May and was reviewed by District staff.
- Because this grant application involves a request from an acute-care hospital within the District boundaries, per the lease agreement, the District would need Tenet’s approval if the healthcare activity is being conducted by another-acute care hospital within the District or approval if the District or Foundation were a provider of Health care services themselves.
- On June 28, 2024 the District’s CEO reached out, via email, to the CEO of Desert Care Network (Tenet Healthcare) highlighting Eisenhower’s funding request and project description and “requested a ruling from Tenet regarding the lease and requested a response”. The CEO also requested “consideration for consent for this very important program that could provide access to behavioral/mental health professions for the residents both [DRMC and Eisenhower] both serve.”
- There has been no written response from Tenet/Desert Care Network
- On July 8, 2024 District staff (the CEO and Chief Program Officer) along with Board Director Les Zendle met with Eisenhower staff (the CMO; the CAO, GME and the medical doctor who oversees the residency program) regarding the grant request and possible options.
- On July 10, 2024, the District CEO received an email from Eisenhower’s CEO, Marty Massiello, acknowledging the meeting and stressed that Eisenhower would require the full funding amount requested to accomplish the core aspects of their plan (please refer to the Project Description above)
- At this point in time, the District will need to provide Eisenhower written confirmation of the District’s final disposition of Eisenhower’s grant application.
- On September 10, 2024, the District staff requested the Program Committee to review and give recommendation to the full board on whether to proceed with the grant application review process for #1468 Eisenhower Health.
 - The directors of the Program Committee approved a motion to forward to the full board to direct staff to proceed with the full due diligence application review process.
- On September 23, 2024, the District Board of Directors approved the Program Committee’s recommendation to direct staff to proceed with the full due diligence application review process.
- Staff began the full due diligence process. In review, the process begins with the Grants Team (internal staff) review of the application, financial documents, and other required documentation.
- The financial documents were deemed acceptable by the Finance department.
- All eligibility requirements were met and staff set up a proposal conference (aka Grant Application Consultation) with Eisenhower Health on November 5th.



- Via zoom, the Grants Team met with Dr. Alan Williamson, Chief Medical Officer; Dr. Dakota Carter, Medical Director of Psychiatry and Program Director of the Psychiatric Residency Program; Sandra Gonzales, Chief Administrative Officer, Graduate Medical Education; and Deborah Logan, the Grant Writer.
- During the grant application consultation, the application request and the development of the Psychiatric Care Expansion and Psychiatry Residency Program were discussed at length:
 - General overview of the ACGME site visit (seeking accreditation approval in November)
 - Achievements of recruiting and onboarding the ACGME-required five (5) board-certified psychiatrists of which Eisenhower Health has identified several (4 dedicated to EH; 4 dedicated at Riverside University Health Systems (key partner) and a couple of part time. Not all will be faculty.
 - The timeline for AGME approval of submitted residency, Match Day, Registration of Match and when the residents first start
 - 48-month residency and hoping to eventually have six residents but starting with 3 or 4. It was emphasized that it takes an acute care hospital to get a residency program started.
 - It was also emphasized that the importance of EHS is not focusing on making money but fostering one item: increase the availability of psychiatric/behavioral health services to all, including the uninsured, undocumented, unhoused, LGBTQ, youth and geriatric.
 - The complexities of financing from CMS, the DGM fixed amount cap the variable amount of the IME cap
- District staff offered if EHS would consider the District funding the Case Coordination piece of the budget (\$1,014,000 over three years) in which case coordinators would handle patient appointments/referrals scheduling and engagement through partnership arrangements made with DAP Health, Inncare, and the Latino Commission.
- District staff asked EHS, as previously, if they would reconsider carving out one part of the three-part ask, in particular, the funding of the start up of the psychiatric residency program.
- **Eisenhower Health requested that a decision be made on the proposal as it was submitted.**
- The Program Committee was updated at their November 12th meeting. The Committee members (2 to 1) approved continuing with the due diligence of completing the due diligence process of the grant request and forwarding the recommendation to the Board for approval.
- Moving forward, on November 19th, the grants team met with EHS' grant writer and other identified staff to firm up the deliverables, evaluation, timeline and other needed information. These revisions will be resubmitted through the grant portal.
- Staff will score the application and financial documents.



- This update was brought forward to the November 26th board meeting, with the understanding that the proposal was to be placed on the December 10th Program Committee agenda for their review and consideration to bring forward to the December 17th board of directors meeting.

UPDATE: As the staff has not completed its full due diligence of Eisenhower Health’s grant application, it has been determined that the request will not be going forward to the December 10th Program Committee and December 17th Board of Directors’ meetings. Instead, our due diligence should be completed for the application to be placed on the agenda of the January 14th Program Committee.

DESERT HEALTHCARE DISTRICT							
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE							
November 30, 2024							
TWELVE MONTHS ENDING JUNE 30, 2025							
Grant ID Nos.	Name	Approved	6/30/2024	Current Yr	Total Paid Prior Yrs	Total Paid Current Yr	Open
		Grants - Prior Yrs	Bal Fwd	2024-2025	July-June	July-June	BALANCE
2014-MOU-BOD-11/21/13	Memo of Understanding CVAG CV Link Support	\$ 10,000,000	\$ 1,650,000		\$ -		\$ 1,650,000
2022-1325-BOD-06-28-22	Vision Y Compromise - CVEC Unrestricted Grant Funds - 2 Yrs.	\$ 150,000	\$ 15,000		\$ (3,063)		\$ 18,063
	Unexpended funds Grant #1325						\$ (18,063)
2022-1327-BOD-06-28-22	Youth Leadership Institute - Youth Voice in Mental Health - 2 Yrs.	\$ 50,000	\$ 5,000		\$ 332		\$ 4,668
	Unexpended funds Grant #1327						\$ (4,668)
2022-1328-BOD-06-28-22	El Sol - Expanding Access to Educational Resources for Promotoras - 2 Yrs.	\$ 150,000	\$ 15,000		\$ 12,032		\$ 2,968
	Unexpended funds Grant #1328						\$ (2,968)
2022-1331-BOD-06-28-22	Pueblo Unido - Improving Access to Behavioral Health Education & Prevention Services - 2 Yrs.	\$ 50,000	\$ 5,000		\$ 5,000		\$ -
2022-1324-BOD-07-26-22	Galilee Center - Our Lady of Guadalupe Shelter - 2 Yrs.	\$ 100,000	\$ 10,000		\$ 10,000		\$ -
2022-1332-BOD-07-26-22	Alianza CV - Expanding & Advancing Outreach Through Increasing Capacity Development - 2 Yrs.	\$ 100,000	\$ 10,000		\$ -		\$ 10,000
2022-1329-BOD-09-27-22	DPMG - Mobile Medical Unit - 3 Yrs.	\$ 500,000	\$ 252,458		\$ 39,304		\$ 213,154
2022-1358-BOD-10-25-22	Foundation for Palm Springs Unified School District - School-Based Wellness Center Project - 1 Yr.	\$ 110,000	\$ 60,500		\$ -		\$ 60,500
2022-1362-BOD-10-25-22	Jewish Family Service of the Desert - Mental Health Counseling Services for Underserved - 2 Yrs.	\$ 160,000	\$ 16,000		\$ -		\$ 16,000
2022-1326-BOD-12-20-22	TODEC - TODEC's Equity Program - 2 Yrs.	\$ 100,000	\$ 55,000		\$ 22,500		\$ 32,500
2022-1330-BOD-12-20-22	OneFuture Coachella Valley - Building a Healthcare Workforce Pipeline - 2 Yrs.	\$ 605,000	\$ 196,625		\$ 68,063		\$ 128,563
2023-1333-BOD-01-24-23	Organizacion en California de Lideres Campesinas - Healthcare Equity for ECV Farmworker Women - 2 Yrs.	\$ 150,000	\$ 48,750		\$ -		\$ 48,750
2023-1363-BOD-01-24-23	Pegasus Riding Academy - Pegasus Equine Assisted Therapy - 1 Yr.	\$ 60,092	\$ 6,012		\$ 1,593		\$ 4,419
	Unexpended funds Grant #1363						\$ (4,419)
2023-1391-BOD-05-23-23	Lift To Rise - Driving Regional Economic Stability Through Collective Impact - 3 Yrs.	\$ 900,000	\$ 630,000		\$ 135,000		\$ 495,000
2023-1392-BOD-05-23-23	Galilee Center - Galilee Center Extended Shelter - 1 Yr.	\$ 268,342	\$ 26,834		\$ 26,834		\$ -
2023-1393-BOD-06-27-23	DAP Health - DAP Health Expands Access to Healthcare - 1 Yr.	\$ 1,025,778	\$ 102,578		\$ 102,578		\$ -
2023-1389-BOD-07-25-23	Step Up on Second Street - Step Up's ECM/LOS Programs in the Coachella Valley - 1 Yr.	\$ 64,401	\$ 35,421		\$ 26,706		\$ 8,715
	Unexpended funds Grant #1389						\$ (8,715)
2023-1394-BOD-07-25-23	CSU San Bernardino Palm Desert Campus Nursing Street Medicine Program - 1 Yr.	\$ 73,422	\$ 7,342		\$ 6,290		\$ 1,052
	Unexpended funds Grant #1394						\$ (1,052)
2023-1400-BOD-09-26-23	Desert Arc - Desert Arc Health Care Program - 1 Yr.	\$ 291,271	\$ 94,663		\$ 94,663		\$ -
2023-1404-BOD-09-26-23	Martha's Village and Kitchen - Homeless Housing & Wrap-Around Services Expansion - 2 Yrs.	\$ 369,730	\$ 203,352		\$ -		\$ 203,352
2023-1405-BOD-09-26-23	Variety Children's Charities of the Desert - Expansion of Core Programs & Services - 1Yr.	\$ 120,852	\$ 12,086		\$ -		\$ 12,086
2023-1408-BOD-10-24-23	Coachella Valley Volunteers In Medicine - Ensuring Access to Healthcare - 1 Yr.	\$ 478,400	\$ 155,480		\$ 107,640		\$ 47,840
2023-1410-BOD-10-24-23	Alianza Nacional de Campesinas, Inc. - Coachella Valley Farmworkers Food Distribution - 1 Yr.	\$ 57,499	\$ 5,749		\$ -		\$ 5,749
2023-1413-BOD-10-24-23	Voices for Children - Court Appointed Special Advocate Program - 1 Yr.	\$ 81,055	\$ 8,107		\$ -		\$ 8,107
2023-1412-BOD-10-24-23	DPMG - DPMG Health Community Medicine - 2 Yrs.	\$ 1,057,396	\$ 876,622		\$ 58,436		\$ 818,186
2023-1403-BOD-12-19-23	Vision To Learn - Palm Desert & Coachella Valley VTL Program - 1 Yr.	\$ 50,000	\$ 27,500		\$ 22,500		\$ 5,000
2023-1419-BOD-12-19-23	Blood Bank of San Bernardino/Riverside Counties - LifeStream's Attracting New Donors Initiative - 1 Yr.	\$ 104,650	\$ 57,558		\$ -		\$ 57,558
2023-1420-BOD-12-19-23	Braille Institute of America - Low Vision Telehealth Services - 1Yr.	\$ 36,697	\$ 20,183		\$ 16,514		\$ 3,669
2023-1421-BOD-12-19-23	Olive Crest - General Support for Counseling & Mental Health Services to Vulnerable Children & Families - 2 Yrs.	\$ 359,594	\$ 278,686		\$ 80,908		\$ 197,778
2024-1429-BOD-02-27-24	Desert Cancer Foundation - Patience Assistance Program & Community Outreach - 1 Yr.	\$ 163,750	\$ 90,063		\$ 73,687		\$ 16,376
2024-1432-BOD-04-23-24	Variety Children's Charities of the Desert - Outreach & Future Program Expansion - 2Yrs.	\$ 102,949	\$ 79,786		\$ -		\$ 79,786
2024-1437-BOD-04-23-24	Youth Leadership Institute - Community Advocates for Resilient Emotional Safety - 2 Yrs.	\$ 100,000	\$ 77,500		\$ -		\$ 77,500
2024-1441-BOD-04-23-24	DAP Health - DAP Health Community Health Workers Build Community Connections - 2 Yrs.	\$ 125,000	\$ 96,875		\$ -		\$ 96,875
2024-1443-BOD-04-23-24	Voices for Children - Court Appointed Special Advocate Program - 2 Yrs.	\$ 60,000	\$ 46,500		\$ -		\$ 46,500
2024-1445-BOD-04-23-24	The Joslyn Center - Increasing Behavioral Health Access & Social Connectedness - 2 Yrs.	\$ 200,000	\$ 155,000		\$ -		\$ 155,000
2024-1452-BOD-04-23-24	El Sol - Coachella Valley Community Assistance, Resources, & Empowerment Services - 2 Yrs.	\$ 200,000	\$ 155,000		\$ -		\$ 155,000
2024-1453-BOD-04-23-24	Vision y Compromiso - Cultivando Community Connections - 2 Yrs.	\$ 199,914	\$ 154,934		\$ -		\$ 154,934
2024-1455-BOD-04-23-24	Angel View - Outreach Program to Reduce Social Isolation & Loneliness - 2 Yrs.	\$ 86,250	\$ 66,844		\$ -		\$ 66,844
2024-1460-BOD-05-28-24	ABC Recovery Center - Nursing Care and Prescription Medications - 1 Yr.	\$ 150,134	\$ 82,574		\$ -		\$ 82,574
2024-BOD-06-25-24	Carry over of remaining Fiscal Year 2023/2024 Funds*	\$ 305,939	\$ 305,939		\$ 305,939		\$ -
2024-1469-MINI-08-01-24	The Bridges 2 Hope - Mini-Grant - 1 Yr.			\$ 10,000		\$ 10,000	\$ -
2024-1473-MINI-08-14-24	Theresa A. Mike Scholarship Foundation - Mini-Grant - 1 Yr.			\$ 10,000		\$ 10,000	\$ -
2024-1465-BOD-09-30-24	UCR - Increasing Access to Primary Care for Latinx and Indigenous Latin American Patients in the CV - 2 Yrs.			\$ 228,863		\$ 51,494	\$ 177,369
2024-1472-BOD-09-30-24	Riverside County Office of Education Alternative Education - Cross County Support: Mental Health for CV Students - 1 Yr.			\$ 199,874		\$ 89,943	\$ 109,931
						\$ -	\$ -
TOTAL GRANTS		\$ 19,318,115	\$ 6,198,521	\$ 448,737	\$ 1,213,454	\$ 161,437	\$ 5,232,481
Amts available/remaining for Grant/Programs - FY 2024-25:							
Amount budgeted 2024-2025			\$ 5,000,000			G/L Balance:	11/30/2024
Amount granted YTD:			\$ (448,737)				\$ 4,093,700
Financial Audits of Non-Profits; Organizational Assessments;							2131 \$ 1,138,781
Net adj - Grants not used:	FY 2023-2024 Carry Over Funds; 1325; 1327; 1328; 1363; 1394		\$ 345,824				
Matching external grant contributions			\$ -			Total	\$ 5,232,481
Balance available for Grants/Programs			\$ 4,897,087				\$ 0



DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE
MEETING MINUTES
December 11, 2024

Directors Present via Video Conferencing	District Staff Present via Video Conferencing	Absent
Director Leticia De Lara, MPA Director Evett PerezGil	Chris Christensen, CPA, Chief Executive Officer Eric Taylor, CPA, Chief Administration Officer Donna Craig, Chief Program Officer Alejandro Espinoza, MPH, Chief of Community Engagement Andrea S. Hayles, MBA, Board Relations Officer	Chair/Treasurer Arthur Shorr The board term of former Vice-President Carmina Zavala ended on 11/26/24, with her final committee attendance recorded on 11/12/24.

AGENDA ITEMS	DISCUSSION	ACTION
I. Call to Order	Director De Lara called the meeting to order at 5:00 p.m. in the absence of Chair Shorr	
II. Approval of Agenda	Director De Lara asked for a motion to approve the agenda.	Moved and seconded by Director De Lara and Director PerezGil to approve the agenda. Motion passed unanimously.
III. Public Comment	There was no public comment.	
IV. Approval of Minutes 1. F&A Minutes – Meeting November 13, 2024	Director De Lara asked for a motion to approve the November 13, 2024, meeting minutes with a minor adjustment to item 6.1.	Moved and seconded by Director De Lara and Director PerezGil and to approve the November 13, 2024, meeting minutes with the adjustment to item 6.1. Motion passed unanimously.
V. Chief Executive Officer’s Report 1. 2025 Committee Appointments	Chris Christensen, CEO, provided an overview of the directors selecting their preferred committees to serve and the appointments made by President Rogers.	

**DESERT HEALTHCARE DISTRICT
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<p>2. CEO Discretionary Fund Increase of \$50,000 (totaling \$100,000) through the end of the fiscal year ending June 30, 2025</p>	<p>Mr. Christensen discussed the request to increase the CEO Discretionary Fund by \$50k, also noting the sponsorship expenditures, \$42k in sponsorships that will be presented to the Board during the December 17 meeting, and a net decrease to the budgeted net income.</p> <p>The committee discussed the CEO Discretionary Fund policy regarding expenses for business purposes. The committee suggested the policies committee provide additional criteria and clarity for donations from organizations in the policy, including considering creating a budget line item for sponsorships.</p>	<p>Moved and seconded by Director PerezGil and Director De Lara to increase the CEO Discretionary Fund by \$50,000 (totaling \$100,000) through the end of the fiscal year ending June 30, 2025. Motion passed unanimously.</p>
<p>VI. Chief Administration Officer's Report</p> <p>1. LPMP Leasing Update</p>	<p>Eric Taylor, CAO, described the potential for 100% occupancy at the Las Palmas Medical Plaza if the two leases noted in other matters are approved.</p>	
<p>VII. Financial Reports</p> <p>1. District and LPMP Financial Statements</p> <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>Mr. Taylor reviewed the financial reports with the committee, highlighting the increased interest income, investment market fluctuations, and higher property tax revenues. Mr. Taylor also provided an overview of the direct expenses.</p>	<p>Moved and seconded by Director PerezGil and Director De Lara to approve the November 2024 financial reports and forward to the Board for approval. Motion passed unanimously.</p>

**DESERT HEALTHCARE DISTRICT
FINANCE, ADMINISTRATION, REAL ESTATE, AND LEGAL COMMITTEE
MEETING MINUTES
December 11, 2024**

<p>8. LPMP – Check Register 9. CEO Discretionary Fund 10. Retirement Protection Plan Update 11. Grant Payment Schedule</p>	<p>The committee inquired about the lower revenue from the sponsorships of the inaugural Environmental Health Summit. The committee also discussed the profit and loss budget versus actual statement for computer services and legal expenses, which also included a review of the check register.</p>	
<p>VIII. Other Matters</p> <p>1. Las Palmas Medical Plaza 5-Year Lease – Desert Physicians Medical Group Health (DPMG Health) – Suite 1W-104</p> <p>2. Las Palmas Medical Plaza 5-Year Lease – Desert Physicians Medical Group Health (DPMG Health) – Suite 3W-101</p>	<p>Mr. Taylor described the terms of the 5-year lease, tenant improvement allowance, and the draft lease agreement.</p> <p>The committee inquired and briefly discussed the lease rate for nonprofits and annual increases.</p> <p>Mr. Taylor described the terms of the 5-year lease, tenant improvement allowance, and the draft lease agreement.</p> <p>There were no questions or comments.</p>	<p>Moved and seconded by Director PerezGil and Director De Lara to approve the Las Palmas Medical Plaza 5-Year Lease – Desert Physicians Medical Group Health (DPMG Health) – Suite 1W-104 and forward to the Board for approval. Motion passed unanimously.</p> <p>Moved and seconded by Director PerezGil and Director De Lara to approve the Las Palmas Medical Plaza 5-Year Lease – Desert Physicians Medical Group Health (DPMG Health) – Suite 3W-101 and forward to the Board for approval. Motion passed unanimously.</p>
<p>IX. Adjournment</p>	<p>Director De Lara adjourned the meeting at 5:27 p.m.</p>	<p>Audio recording available on the website at http://dhcd.org/Agendas-and-Documents</p>

ATTEST: _____
Leticia De Lara, MPA, Director, Board of Directors
Finance & Administration Committee
Desert Healthcare District Board of Directors

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