



**DESERT HEALTHCARE FOUNDATION
BOARD MEETING
Board of Directors
September 26, 2017
4:00 p.m.**

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

Jerry Stergios Building, 2nd floor
Arthur H. "Red" Motley Boardroom
1140 N. Indian Canyon Drive, Palm Springs, California 92262
This meeting is handicapped-accessible

Teleconference Location:

Monterey Marriott Lobby – 350 Calle Principal, Monterey, CA 93940 – Vice-President Hazen

<i>Page(s)</i>	AGENDA	<i>Item Type</i>
	<i>Any item on the agenda may result in Board Action</i>	
	<p>A. CALL TO ORDER – President Rogers Roll Call ____Director Zendle ____Director Wortham ____Director Matthews ____Vice-President Hazen ____President Rogers</p>	
1-3	<p>B. APPROVAL OF AGENDA</p>	Action
	<p>C. PUBLIC COMMENT At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the Foundation. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.</p>	
	<p>D. CONSENT AGENDA All Consent Agenda item(s) listed below are considered to be routine by the Board of Directors and will be enacted by one motion. 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.</p>	
	<p>1. BOARD MINUTES</p>	
4-7	<p>a. Meeting Minutes of July 25, 2017</p>	
	<p>2. FINANCE AND ADMINISTRATION</p>	
8-15	<p>a. Consideration for Approval Foundation July-August 2017 Financial Statements</p>	



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Page(s)	AGENDA	Item Type
16	b. Request to appropriate \$70,000 of Foundation operating funds to Ready Set Swim	
17-24	c. Boys & Girls Club – Ready Set Swim – Service Agreement \$10,792	
25-32	d. Desert Recreation District – Ready Set Swim – Service Agreement \$140,860	
33-71	e. Desert Recreation District – Ready Set Swim, Jr. – Service Agreement \$100,100 F&A Committee approved September 12, 2017	
	E. DESERT HEALTHCARE FOUNDATION CEO REPORT	
72	a. Southern California Grant Makers Membership	Information
	F. FINANCE & ADMINISTRATION COMMITTEE	
73-75	a. Draft Minutes of the September 12, 2017 F&A Committee Meeting	Information
	G. OLD BUSINESS	
76-77	1. cvHIP Metrics	Information
78	2. Desert Highland Gateway Leadership Breakfast	Information
79	3. Flying Doctors	Information
	H. NEW BUSINESS	
80-86	1. Consideration to approve a Memorandum of Understanding with Coachella Valley Association of Governments (CVAG) for the West Valley Homelessness Initiative.	Action
87-91	2. Consideration to approve a Memorandum of Understanding with city of Palm Springs for the West Valley Homelessness Initiative.	Action
	I. LEGAL COUNSEL COMMENTS & REPORTS	Information
	J. DIRECTOR'S COMMENTS & REPORTS	Information



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<i>Page(s)</i>	AGENDA	<i>Item Type</i>
92-93	1. PEACEfest Coachella Valley - an annual fundraiser drawing attention to homelessness and hunger.	
	K. ADJOURNMENT	Information

**DESERT HEALTHCARE FOUNDATION
BOARD OF DIRECTORS
MEETING MINUTES
July 25, 2017**

A Meeting of the Board of Directors of the Desert Healthcare District was held in the Arthur H. "Red" Motley Boardroom, Palm Springs, CA.

Attendance

Members

Carole Rogers, RN – President
Mark Matthews – Treasurer
Jennifer Wortham, Dr.PH - Director
Dr. Les Zendle – Director

Absent

Kay Hazen – Vice-President/Secretary

Staff

Herb K. Schultz, CEO
Chris Christensen, CFO
Donna Craig, Senior Program Officer
Alejandro Espinoza, Program Officer and Outreach Director
Andrea S. Hayles, Clerk to the Board

Legal Counsel

Jeff Scott

Guests

CALL TO ORDER

The meeting was called to order at 5:19 p.m. by President Rogers.

APPROVAL OF AGENDA

President Rogers asked for a motion to approve the agenda for an action item from the District Board that includes the addition of Mary Odell's Scope of Work for the Three Year Strategic Plan Implementation.

#17-20 MOTION WAS MADE by Director Matthews and seconded by President Rogers to approve the agenda.

Motion passed unanimously.

PUBLIC COMMENT

None

CONSENT AGENDA

Submitted for approval:

1. Board Minutes
 - a. Meeting Minutes of June 27, 2017

2. June 2017 Financial Statements

a. Consideration of approval Foundation June 2017 Financial Statements

- F&A Committee approved July 11, 2017

#17-21 MOTION WAS MADE by Director Matthews and seconded by President Rogers to approve the June 27, 2017 Meeting Minutes.

#17-22 MOTION WAS MADE by Director Matthews and seconded by President Rogers to approve the June 2017 Financial Statements.

Roll Call Vote:

AYES **4 Director Zendle; Director Matthews; Director Wortham;
President Rogers**

NOES: **0**

ABSTAIN:

ABSENT: **1 Vice-President Hazen**

Motion Passed 4-0

DESERT HEALTHCARE DISTRICT CEO REPORT

None

FINANCE & ADMINISTRATION COMMITTEE

1. Draft Minutes of the July 11, 2017 F&A Committee Meeting

OLD BUSINESS

1. Update on cvHIP – Alejandro Espinoza, Program Officer & Outreach Director
 - Alejandro Espinoza, Program Officer & Outreach Director provided an overview of the most recent activities with cvHIP.

NEW BUSINESS

1. Consideration to approve the establishment of a collective fund for the West Valley Homelessness Initiative and accept any future matching funds.
 - Herb K. Schultz, CEO explained the establishment of a collective fund for the West Valley Homelessness Initiative for future matching funds.

#17-23 MOTION WAS MADE by Director Matthews and seconded by President Rogers to approve the establishment of a collective fund for the West Valley Homelessness Initiative and accept any future matching funds.

Roll Call Vote:

AYES **4 Director Zendle; Director Matthews; Director Wortham;
President Rogers**

NOES: **0**

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

2. Consideration to accept \$2,000,000 from the Desert Healthcare District to fund the West Valley Homelessness Initiative Collective Fund implementation phase of the Strategic Plan.
 - Herb K. Schultz, CEO explained the \$2,000,000 approval of acceptance from the District to fund the West Valley Homelessness Initiative collective fund implementation phase.

#17-24 MOTION WAS MADE by Director Zendle and seconded by Director Matthews to accept \$2,000,000 from the Desert Healthcare District to fund the West Valley Homelessness Initiative Collective Fund implementation phase of the Strategic Plan.

Roll Call Vote:

**AYES 4 Director Zendle; Director Matthews; Director Wortham;
President Rogers**

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

3. Recommendation to Board of Directors to consider approval of Mary Odell's Scope of Work for Three Year Strategic Plan Implementation.
 - During the July 25, 2017, Desert Healthcare District Board Meeting, Herb K. Schultz, CEO, provided an overview of Mary Odell's Scope of Work concerning the resources and philanthropy for the Three Year Strategic Plan Implementation. Director Matthews recommended and made a motion to move the action item to the Desert Healthcare Foundation Board Meeting.

#17-25 MOTION WAS MADE by Director Matthews and seconded by President Rogers to approve Mary Odell's Scope of Work for the Three Year Strategic Plan Implementation.

Roll Call Vote:

**AYES 4 Director Zendle; Director Matthews; Director Wortham;
President Rogers**

NOES: 0

ABSTAIN:

ABSENT: 1 Vice-President Hazen

Motion Passed 4-0

LEGAL COUNSEL COMMENTS & REPORTS

No report was given.

DIRECTOR'S COMMENTS & REPORTS

There were no comments or reports.

ADJOURNMENT

The meeting was adjourned at 5:30 p.m.

ATTEST: _____

Carole Rogers, President
Desert Healthcare Foundation Board of Directors

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

DRAFT

**DESERT HEALTHCARE FOUNDATION
 JULY-AUGUST 2017 FINANCIAL STATEMENTS
 INDEX**

Statement of Operations					
Balance sheet					
Allocation of Restricted Funds					
Deposit Detail					
Check Register					
Credit Card Expenditures					
Schedule of Grants					

DESERT HEALTHCARE FOUNDATION				
BALANCE SHEET 08/31/17				
ALLOCATION OF MAJOR CATEGORIES/LIABILITIES				
	T/B	GENERAL	Restricted	
		Fund	Funds	Trusts
ASSETS				
148 - Checking Pacific Premier 8718	1,975,471	225,471	1,750,000	
149 - Money Market Pacific Premier Bank	1,933	1,933		
150 - Petty Cash	200	200		
Total 100 - CASH - UNRESTRICTED	1,977,604	227,604	1,750,000	-
Accounts Receivable				
324- RSS Jr. Receivable	5,668	5,668		
Total Accounts Receivable	5,668	5,668	-	-
477 - Invt-Morgan Stanley				
477.2 - Unrealized Gain	40,198	40,198		
477 - Invt-Morgan Stanley	1,785,910	1,145,437	640,473	
Total 477 - Invt-Morgan Stanley	1,826,109	1,185,635	640,473	
6441 - 486 1 - Merrill Lynch Unrealized Gain	157,814	157,814		
486 - Merrill Lynch	580,255	580,255		
Total 486 - Merrill Lynch	738,069	738,069	-	
515 - Contrib RCVB-Pressler CRT	60,666			60,666
530 - Contrib RCVB-Guerts CRT	143,509			143,509
601 - Prepaid payables	4,244	4,244		
Total Current Assets	4,755,869	2,161,220	2,390,473	204,175
TOTAL ASSETS	4,755,869	2,161,220	2,390,473	204,175
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
1000 - Accounts Payable	8,944	8,944		
1052 - Account Payable - DHCD - Alloc Expenses	70,064	70,064		
2180 - Grants Payable - Current Portion	2,190,473		2,190,473	
Total Current Liabilities	2,269,482	79,008	2,190,473	-
2186 - Grant Payable - Long Term	200,000		200,000	
Total Liabilities	2,469,482	79,008	2,390,473	-
Equity				
3900 - Retained Earnings	2,313,753	2,109,578		204,175
Net Income	(27,366)	(27,366)		
Total Equity	2,286,387	2,082,212	-	204,175
TOTAL LIABILITIES & EQUITY	4,755,869	2,161,220	2,390,473	204,175

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

	MONTH						TOTAL		
	Jul 17	Budget	\$ Over Budget	Aug 17	Budget	\$ Over Budget	Jul - Aug 17	Budget	\$ Over Budget
Income									
4000 · Gifts and Contributions	0	100,000	(100,000)	0	100,000	(100,000)	0	200,000	(200,000)
4003 · Grants	2,000,000	100,000	1,900,000	0	100,000	(100,000)	2,000,000	200,000	1,800,000
4007 · Grant Income - RSS Jr	0			5,668			5,668		
4116 · Bequests - Frederick Lowe	3,469	6,667	(3,198)	14,768	6,667	8,101	18,237	13,334	4,903
4130 · Misc. Income	0	83	(83)	0	83	(83)	0	166	(166)
8015 · Investment Interest Income	4,978	5,000	(22)	4,895	5,000	(105)	9,873	10,000	(127)
8030 · Change in Value of CRT's	0	500	(500)	515	500	15	515	1,000	(485)
8040 · Restr. Unrealized (Gain/Loss)	10,118	2,083	8,035	7,304	2,083	5,221	17,422	4,166	13,256
Total Income	2,018,565	214,333	1,804,232	33,150	214,333	(181,183)	2,051,715	428,666	1,623,049
Expense									
5001 · Accounting Services Expense	628	628	0	628	628	0	1,256	1,256	0
5035 · Dues & Memberships Expense	0	100	(100)	0	100	(100)	0	200	(200)
5057 · Investment Fees Expense	3,768	1,933	1,835	1,154	1,933	(779)	4,922	3,866	1,056
5065 · Legal Costs Ongoing Expense	0	100	(100)	0	100	(100)	0	200	(200)
5101 · DHCD-Exp Alloc Wages & benefits	26,563	51,096	(24,533)	26,563	51,096	(24,533)	53,126	102,192	(49,066)
5106 · Marketing & Communications	0	20,833	(20,833)	0	20,833	(20,833)	0	41,666	(41,666)
5110 · Other Expenses	0	21	(21)	0	21	(21)	0	42	(42)
5115 · Postage & Shipping Expense	0	8	(8)	0	8	(8)	0	16	(16)
5120 · Professional Fees Expense	0	83	(83)	8,269	83	8,186	8,269	166	8,103
5210 · RSS Jr - Expense Clearing Acct	3,067			(3,227)			(160)		
8051 · Major grant expense	0	25,000	(25,000)	0	25,000	(25,000)	0	50,000	(50,000)
8052 · Grant Expense - Collective/Mini	2,000,000	1,667	1,998,333	0	1,667	(1,667)	2,000,000	3,334	1,996,666
8053 · Grant Expense - RSS Jr	0			5,668			5,668		
Total Expense Before Social Services Fund	2,034,027	101,469	1,932,558	39,055	101,469	(62,414)	2,073,082	202,938	1,870,144
5054 · Social Services Fund	6,000	2,083	3,917	0	2,083	(2,083)	6,000	4,166	1,834
Net Income	(21,462)	110,781	(132,243)	(5,905)	110,781	(116,686)	(27,366)	221,562	(248,928)

Desert Healthcare Foundation
Balance Sheet
As of August 31, 2017

		Aug 31, 17
ASSETS		
Current Assets		
Checking/Savings		
100 · CASH		
	146 · Checking - Pacific Premier 6718	1,975,471
	149 · Money Market - Pacific Premier	1,933
	150 · Petty Cash	200
	Total Checking/Savings	1,977,604
Accounts Receivable		
	324 · RSS Jr Receivable	5,668
Other Current Assets		
476-486 · INVESTMENTS		
	477 · Morgan Stanley-Investments	
	477.2 · Unrealized Gain/(Loss)	40,198
	477 · Morgan Stanley-Investments - Other	1,785,910
	Total 477 · Morgan Stanley-Investments	1,826,109
	486 · Merrill Lynch	
	486.1 · Merrill Lynch Unrealized Gain	157,814
	486 · Merrill Lynch - Other	580,255
	Total 486 · Merrill Lynch	738,069
	Total 476-486 · INVESTMENTS	2,564,177
500 · CONTRIBUTIONS -RCVB -CRTS		
	515 · Contrib RCVB-Pressler CRT	60,666
	530 · Contrib RCVB-Guerts CRT	143,509
	Total 500 · CONTRIBUTIONS -RCVB -CRTS	204,175
	601 · Prepaid Payables	4,244
	Total Other Current Assets	2,772,596
	Total Current Assets	4,755,869
Other Assets		
	460 · Investments - Point Center Fin	
	461 · Reserve - Point Center - Loan	(25,015)
	460 · Investments - Point Center Fin - Other	25,015
	Total Other Assets	-
	TOTAL ASSETS	4,755,869

Desert Healthcare Foundation
Balance Sheet
As of August 31, 2017

		Aug 31, 17
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
1000 · Accounts Payable		8,944
1052 · Account payable-DHCD Exp Alloc		70,064
Total Accounts Payable		79,008
Other Current Liabilities		
2184 · Grant Payable - RSS Jr		(8,910)
2190 · Current - Grants payable		2,199,383
Total Other Current Liabilities		2,190,473
Total Current Liabilities		2,269,482
Long Term Liabilities		
2186 · Grants payable		200,000
Total Liabilities		2,469,482
Equity		
3900 · Retained Earnings		2,313,753
Net Income		(27,366)
Total Equity		2,286,387
TOTAL LIABILITIES & EQUITY		4,755,869

Desert Healthcare Foundation
Deposit Detail
 July through August 2017

Type	Date	Name	Amount
Deposit	07/27/2017		3,469
		American Society of Composers	(3,453)
		Tams-Witmark Music Library	(16)
TOTAL			(3,469)
Deposit	08/31/2017		29,245
		American Society of Composers	(10,794)
		Tams-Witmark Music Library	(3,974)
		Riverside County Treasurer	(14,478)
TOTAL			(29,246)
		Total Deposits	32,714

Desert Healthcare Foundation
Check Register
As of August 31, 2017

Type	Date	Num	Name	Amount
100 - CASH				
146 - Checking - Pacific Premier 6718				
Bill Pmt -Check	07/11/2017	10755	Alejandro Espinoza	(157)
Bill Pmt -Check	07/11/2017	10756	Boys & Girls Club of Coachella Valley	(1,515)
Bill Pmt -Check	07/11/2017	10757	Deiter Crawford.	(195)
Bill Pmt -Check	07/11/2017	10758	Future Sports Products International, Inc	(86)
Bill Pmt -Check	07/11/2017	10759	Marjorie L. Holland	(767)
Bill Pmt -Check	07/11/2017	10760	Ron Oden	(116)
Bill Pmt -Check	07/11/2017	10761	Ronald A Stewart	(675)
Bill Pmt -Check	07/19/2017	10762	Cardmember Services	(3)
Bill Pmt -Check	07/19/2017	10763	Desert Recreation District	(4,361)
Bill Pmt -Check	07/19/2017	10764	Future Sports Products International, Inc	(539)
Bill Pmt -Check	07/25/2017	10765	Desert Regional Medical Ctr Aux	(6,000)
Bill Pmt -Check	08/09/2017	10766	Alejandro Espinoza	(76)
Bill Pmt -Check	08/09/2017	10767	Desert Recreation District	(8,910)
Bill Pmt -Check	08/09/2017	10768	Ronald A Stewart	(405)
Bill Pmt -Check	08/16/2017	10769	Alejandro Espinoza	(431)
Bill Pmt -Check	08/16/2017	10770	Moss, Levy & Hartzheim LLP	(3,000)
Bill Pmt -Check	08/17/2017	10771	Cardmember Services	(194)
TOTAL				(27,430)

**DESERT HEALTHCARE FOUNDATION
OUTSTANDING GRANTS AND GRANT PAYMENT SCHEDULE**

As of 08/31/17

TWELVE MONTHS ENDED JUNE 30, 2018

A/C 2190 and A/C 2186-Long term		6/30/2017 Open	New Grants Current Yr	Total Paid	8/31/2017 Open	
Grant ID Nos.	Name	BALANCE	2017-2018	July-June	BALANCE	
BOD - 11/21/13	California Health Portal 2014 and 2015 - \$200K	\$ 42,451		\$ 2,413	\$ 40,039	HP
DHCD BOD 1/28/14	DHCD BOD - approved \$50K for Collective fund	\$ 27,757		\$ -	\$ 27,757	Shared Facility
Restricted Donation	Cal Endowment - \$130K for collective fund	\$ 10,000		\$ -	\$ 10,000	Shared Facility
	Mayor's Check recorded - \$100K HP	\$ 100,000		\$ -	\$ 100,000	100 HP
	Mayor's Check recorded - \$100K HP	\$ 100,000		\$ -	\$ 100,000	100 HP
3/17/16 - Mayor's Race	Mayor's Check recorded - \$100K RSS	\$ 97,296		\$ 2,955	\$ 94,340	Swim
BOD - 9/27/16 (#918)	Desert Highland Gateway Community Health & Wellness	\$ 39,788		\$ 12,540	\$ 27,248	DHG
BOD - 7/25/17 (#937)	West Valley Homelessness Initiative - Matching Grant		\$ 2,000,000	\$ -	\$ 2,000,000	Homelessness
TOTAL GRANTS		\$ 417,292	\$ 2,000,000	\$ 17,909	\$ 2,399,383	
Summary: As of 08/31/17		\$ 217,292		A/C 2190	\$ 2,199,383	
Health Portal:	\$ 240,039	\$ 200,000		A/C 2186	\$ 200,000	
Swim	\$ 94,340	\$ 417,292		Total	\$ 2,399,383	
West Valley Homelessness Initiative	\$ 2,000,000	\$ -		Diff	\$ -	
Shared facility use:						
Cal Endow and School Dist	\$ 37,757					
DHG:	\$ 27,248					
Total	\$ 2,399,383					
Amts available/remaining for Grant/Programs - FY 2017-18:			FY17 Grant Budget			
Amount budgeted 2017-2018	\$ 300,000		\$ 300,000			
Amount granted through August 31, 2017:	\$ (2,000,000)					
Mini Grants:	\$ -					
Net adj - Grants not used:						
Balance available for Grants/Programs	\$ (1,700,000)					



Date: September 26, 2017

To: Board of Directors

Subject: Request to Appropriate \$70,000 of Desert Healthcare Foundation Operating Funds to fund Year 4 of the Ready Set Swim Program

Staff Recommendation: Consideration to approve the appropriation of \$70,000 of Foundation Operation Funds to fund Year 4 of the Ready Set Swim Program.

Background:

- The Ready, Set, Swim (RSS) Program, which combines physical activity and nutrition education to 3rd grade elementary students, has been very successful and has become a model program since its implementation in the 2014/2015 school year.
- The RSS Program has grown year over year, beginning in Palm Springs and Desert Hot Springs (DHS) schools, and expanding into Cathedral City schools in its second year of operation.
- The RSS Program has experienced the following number of graduates.
 - 2014/2015: 441 Students (Palm Springs and DHS)
 - 2015/2016: 709 Students (Palm Springs, DHS and Cathedral City)
 - 2016/2017: 722 Students (Palm Springs, DHS and Cathedral City)
- Year 4 (2017/2018) expects to graduate 775 students, which includes a new Adaptive Swimming Class for students with special needs.
- The RSS Program has been funded through collective funds (Collective Fund) from the Palm Springs Mayor's Race and Wellness Festival, matched by Desert Healthcare District Funds.
- The estimated cost of the RSS Program for Year 4 is approximately \$170,000 comprised of the following costs:

\$140,860 Desert Recreation District
10,792 Boys & Girls Club
18,000 Supplies & Overhead
169,652 Total

- The current balance of the Collective Fund is currently approximately \$100,000.
- The Finance & Administration Committee approved the request on September 12, 2017 and recommended forwarding to the Board for approval.
- Staff requests approval to appropriate \$70,000 from the Desert Healthcare Foundation's Operating Funds (investment accounts with total balance of \$2.4M) to fund the difference.

Fiscal Impact:

1. Appropriate funds from the operating funds of the Desert Healthcare Foundation of \$70,000.



Date: September 26, 2017

To: Board of Directors

Subject: Ready Set Swim Program: Boys and Girls Club of Palm Springs

Staff Recommendation: Approval of Ready, Set, Swim contract and budget for the Boys and Girls Club for the 2017/2018 school year.

Background:

The Ready, Set, Swim (RSS) program since its implementation in the 2014/2015 school year, has been incredibly successful and has established itself as a model program, which combines physical activity and nutrition education.

Discussion:

During the 2016/2017 school year, the Ready, Set, Swim program graduated, a total of 722 third grade students from the Palm Springs Unified School District elementary schools in the cities of Palm Springs, Desert Hot Springs and Cathedral City. The success of the program wouldn't be possible without the partnerships of key community organizations such as the Desert Recreation District, Boys and Girls Clubs of the Coachella Valley and Boys and Girls Club of Palm Springs. A few changes are in store for the RSS program for the 2017/2018 school year, with the biggest change being the addition of an adaptive swimming class for third grade students with special needs.

Fiscal Impact:

The fiscal impact of the RSS contract and budget for the Boys and Girls Club of Palm Springs for the 2017/2018 school year, will be \$10,792.00 These funds will come from the Palm Springs Mayor's Race and Wellness Festival collective fund, which was matched by the Desert Healthcare District.

The Finance and Administration committee reviewed and approved the contract and budget at the September 12, 2017 meeting.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by **DESERT HEALTHCARE FOUNDATION**, a California non-profit public benefit corporation (the “Foundation”) and **BOYS AND GIRLS CLUB OF PALM SPRINGS**, a California non-profit domestic corporation (“Contractor”)

RECITALS

- A. The Foundation is engaged in the business of promoting the availability of and access to high quality health care and related services to the people of the entire Coachella Valley, California, and its surrounding communities.
- B. The Contractor provides recreational services to more than 380,000 residents throughout the Greater Coachella Valley. In addition, the Contractor creates and delivers quality programs, services and classes; and, facilitates leisure opportunities through partnerships that encourage residents to engage in healthy lifestyles and wellness activities
- C. The Foundation desires to utilize Contractor’s services for specific projects which promote the Foundation’s purposes, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Engagement and Scope of Services.

(a) **Engagement:** The Foundation hereby retains the services of Contractor and Contractor hereby agrees to provide the services described in the attached Exhibit A, and such other services as requested in writing from time to time by an authorized representative of the Foundation.

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

(c) **Performance Standard:** All services shall be performed by Contractor with efficiency and diligence and Contractor shall execute the services in a skillful, competent and thorough manner. Contractor represents and warrants that it has the requisite skill, ability, training, licenses, and other qualifications necessary or

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

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

2. Engagement and Termination

Contractor's engagement with the Foundation shall commence when contract is approved by the Foundation's Board of Directors on or about **September 1, 2017** and shall continue until **June 1, 2018** or until the services requested by the Foundation are completed, provided either party may terminate Contractor's services (a) immediately in the event of a breach of this Agreement or other just cause, or (b) at any time without cause upon ten (10) days written notice.

3. Compensation.

(a) **Fees: \$10,792 (Exhibit B)**

(b) **Expenses:**

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

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

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

4. Independent Contractor Status.

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

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

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

5. Confidential Information.

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

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

6. Compliance with Law:

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

7. Indemnity:

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

8. Insurance:

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

9. Returning Agency Documents and Transition of Business:

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

10. Miscellaneous.

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

(i) If to the Agency:
*Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Attn: Herb K. Schultz, CEO*

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

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

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

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

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

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

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

Signature Page:

Foundation:

By: _____
Herb K. Schultz, CEO

Date: _____

Contractor:

By: _____
Andrea Madrigal, Executive Director

Date: _____

EXHIBIT A
SERVICES

Period beginning approximately September 1, 2017 through June 1, 2018

1. By June 1, 2018, the Contractor shall provide adequate staffing for all Ready, Set, Swim classes in Palm Springs.
2. By June 1, 2018, the Contractor will provide logistical support, specific to the Ready, Set, Swim program.
3. By June 1, 2018, the Contractor will provide club memberships and supervision for all Ready, Set, Swim participants.
4. By June 1, 2018, the Contractor will ensure the swimming facility is available and maintained for the Ready, Set, Swim program.
5. By June 1, 2018 the Contractor program staff will participate in all meetings and/or trainings, specific to the RSS program.

EXHIBIT B

SUMMARY OF COSTS

2017/18 Ready Set Swim Budget

	\$ per hour	# of hours	Total
Staffing Cost	\$ 12	281	\$ 3,372.00
Data Entry	\$ 15	48	\$ 720.00
Pool Supplies			\$ 1000.00
MISC			\$ 500.00

Membership	Cost per membership	# of youth	Total
Palm Springs	\$ 15	280	\$ 4,200.00
Cathedral City	\$ 5	200	\$ 1,000.00

Total Amount \$10,792.00



Date: September 26, 2017

To: Board of Directors

Subject: Ready Set Swim Jr. Program: Desert Recreation District

Staff Recommendation: Approval of the Ready, Set, Swim contract and budget for the Desert Recreation District for the 2017/2018 school year.

Background:

The Ready, Set, Swim (RSS) program since its implementation in the 2014/2015 school year, has been incredibly successful and has established itself as a model program, which combines physical activity and nutrition education.

Discussion:

During the 2016/2017 school year, the Ready, Set, Swim program graduated, a total of 722 third grade students from the Palm Springs Unified School District elementary schools in the cities of Palm Springs, Desert Hot Springs and Cathedral City. The success of the program wouldn't be possible without the partnerships of key community organizations such as the Desert Recreation District, Boys and Girls Clubs of the Coachella Valley and Boys and Girls Club of Palm Springs. A few changes are in store for the RSS program for the 2017/2018 school year, with the biggest change being the addition of an adaptive swimming class for third grade students with special needs.

Fiscal Impact:

The fiscal impact of the RSS contract and budget for the Desert Recreation District for the 2017/2018 school year, will be \$140,860.98. These funds will come from the Palm Springs Mayor's Race and Wellness Festival collective fund, which was matched by the Desert Healthcare District.

The Finance and Administration committee reviewed and approved the contract and budget at the September 12, 2017 meeting.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by **DESERT HEALTHCARE FOUNDATION**, a California non-profit public benefit corporation (the “Foundation”) and **DESERT RECREATION DISTRICT**, a California Recreational District established under the authority of Public Resources Code Section 5780 et seq., (“Contractor”)

R E C I T A L S

- A. The Foundation is engaged in the business of promoting the availability of and access to high quality health care and related services to the people of the entire Coachella Valley, California, and its surrounding communities.
- B. The Contractor provides recreational services to more than 380,000 residents throughout the Greater Coachella Valley. In addition, the Contractor creates and delivers quality programs, services and classes; and, facilitates leisure opportunities through partnerships that encourage residents to engage in healthy lifestyles and wellness activities
- C. The Foundation desires to utilize Contractor’s services for specific projects which promote the Foundation’s purposes, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Engagement and Scope of Services.**

(a) **Engagement:** The Foundation hereby retains the services of Contractor and Contractor hereby agrees to provide the services described in the attached Exhibit A, and such other services as requested in writing from time to time by an authorized representative of the Foundation.

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

(c) **Performance Standard:** All services shall be performed by Contractor with efficiency and diligence and Contractor shall execute the services in a skillful, competent and thorough manner. Contractor represents and warrants that it has the requisite skill, ability, training, licenses, and other qualifications necessary or

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

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

2. Engagement and Termination

Contractor's engagement with the Foundation shall commence when contract is approved by the Foundation's Board of Directors on or about **September 1, 2017** and shall continue until **June 1, 2018** or until the services requested by the Foundation are completed, provided either party may terminate Contractor's services (a) immediately in the event of a breach of this Agreement or other just cause, or (b) at any time without cause upon ten (10) days written notice.

3. Compensation.

(a) **Fees: \$140,860 (Exhibit B)**

(b) **Expenses:**

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

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

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

4. Independent Contractor Status.

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

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

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

5. Confidential Information.

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

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

6. Compliance with Law:

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

7. Indemnity:

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

8. Insurance:

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

9. Returning Agency Documents and Transition of Business:

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

10. Miscellaneous.

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

- | | |
|---|---|
| (i) If to the Agency:
<i>Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Attn: Herb K. Schultz, CEO</i> | (ii) If to the Contractor:
<i>Desert Recreation District
45-305
Indio, CA 92201
Attn: Maureen Archuleta, Comm Svs Sprvsr</i> |
|---|---|

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

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

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

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

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

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

Signature Page:

Foundation:

By: _____
Herb K. Schultz, CEO

Date: _____

Contractor:

By: _____
Kevin Kalman, General Manager

Date: _____

EXHIBIT A
SERVICES

Period beginning approximately September 1, 2017 through June 1, 2018

1. By June 1, 2018, the Contractor will provide adequate staffing for all Ready, Set, Swim classes in Palm Springs and Desert Hot Springs facilities.
2. By June 1, 2018, the Contractor staff will conduct skills testing on all participating children to demonstrate their swimming skills acquired from pre to post test.
3. By June 1, 2018, the Contractor staff will provide logistical support to the Boys and Girls Club of Palm Springs and Desert Hot Springs Wellness Center, specific to the Ready, Set, Swim program.
4. By June 1, 2018, the Contractor will ensure program staff is properly trained and current on all certifications and/or licenses.
5. By June 1, 2018, the Contractor program staff will participate in all meetings and/or trainings, specific to the RSS program.

EXHIBIT B
SUMMARY OF COSTS

ORGANIZATION NAME:	Desert Recreation District
---------------------------	-----------------------------------

Date: 9/5/2017



	Palm Springs Budget	Furbee Budget	Total Budget
	9/1/2017	9/1/2017	
	6/30/2018	6/30/2018	
PERSONNEL/STAFFING			
1. Aquatics Specialist	\$ 13,125.58	\$ 13,125.58	\$ 26,251.16
2. Pool Manager	\$ 6,916.32	\$ 6,404.00	\$ 13,320.32
3 Instructor /Lifeguard	\$ 13,357.44	\$ 11,131.20	\$ 24,488.64
TOTAL, PERSONNEL	\$ 33,399.34	\$ 30,660.78	\$ 64,060.12
PROGRAM/OPERATING			
Communications	\$ 240.00	\$ 180.00	\$ 420.00
Uiforms	\$ 733.36	\$ 733.36	\$ 1,466.72
Training	\$ 3,119.50	\$ 2,869.94	\$ 5,989.44
Mieage	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00
Facility rental fees	\$ 12,000.00	\$ 15,000.00	\$ 27,000.00
Materials & Supplies	\$ 1,459.16	\$ 1,459.16	\$ 2,918.32
Lifeguard course	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Total program	\$ 21,052.02	\$ 23,242.46	\$ 44,294.48
OVERHEAD			
30%of cost	\$ 16,335.41	\$ 16,170.97	\$ 32,506.38
TOTAL (Personnel + Program)	\$ 70,786.77	\$ 70,074.21	\$ 140,860.98

Total Amount \$140,860.98



Date: September 26, 2017

To: Board of Directors

Subject: Ready Set Swim Jr. Program: Desert Recreation District

Staff Recommendation: Approval of the Ready, Set, Swim Jr. contract and budget for the Desert Recreation District.

Background:

The Ready, Set, Swim Jr. (RSS Jr.) program provides free swimming lessons to children 18 months to 5 years old, and water safety workshops to their parents/caretakers. The program kicked off in Spring of 2017 in the cities of Palm Springs and Desert Hot Springs, and in the cities of Indio, Coachella and Mecca with great success.

Discussion:

First 5 Riverside approached the Desert Healthcare Foundation (DHCF) with a program extension and additional program funds in June 2017 to continue to provide swimming lessons and water safety workshops throughout the Coachella Valley until June 2018. The new program funds now stand at \$220,658.00 for the new contract period.

The Desert Recreation District, which is the DHCF's subcontractor for the RSS Jr. program, has been key in providing lifeguards and swimming instructors, along with securing swimming pools in Palm Springs, Desert Hot Springs, Indio, Coachella and Mecca for the program to operate.

Fiscal Impact:

The fiscal impact of the RSS Jr. contract and budget for the Desert Recreation District will be \$100,100.00. Funds for the RSS Jr. program are provided by the contract with First 5 Riverside.

The Finance and Administration committee reviewed and approved the contract and budget at the September 12, 2017 meeting.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and entered into by **DESERT HEALTHCARE FOUNDATION**, a California non-profit public benefit corporation (the “Foundation”) and **DESERT RECREATION DISTRICT**, a California Recreational District established and operating under the authority of Public Resources Code Section 5780 et seq., (“Contractor”)

RECITALS

- A. The Foundation is engaged in the business of promoting the availability of and access to high quality health care and related services to the people of the entire Coachella Valley, California, and its surrounding communities..
- B. The Contractor provides recreational services to more than 380,000 residents throughout the Greater Coachella Valley. In addition, the Contractor creates and delivers quality programs, services and classes; and, facilitates leisure opportunities through partnerships that encourage residents to engage in healthy lifestyles and wellness activities
- C. The Foundation desires to utilize Contractor’s services for specific projects which promote the Foundation’s purposes, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Engagement and Scope of Services.**

(a) **Engagement:** The Foundation hereby retains the services of Contractor and Contractor hereby agrees to provide the services described in the attached Exhibit A, and such other services as requested in writing from time to time by an authorized representative of the Foundation.

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

(c) **Performance Standard:** All services shall be performed by Contractor with efficiency and diligence and Contractor shall execute the services in a skillful, competent and thorough manner. Contractor represents and warrants that it has the requisite skill, ability, training, licenses, and other qualifications necessary or

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

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

2. Engagement and Termination

Contractor's engagement with the Foundation shall commence when contract is approved by the Foundation's Board of Directors on or about **September 1, 2017** and shall continue until **June 1, 2018** or until the services requested by the Foundation are completed, provided either party may terminate Contractor's services (a) immediately in the event of a breach of this Agreement or other just cause, or (b) at any time without cause upon ten (10) days written notice.

3. Compensation.

(a) **Fees: \$100,100 (Exhibit B)**

(b) **Expenses:**

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

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

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

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

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

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

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

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

6. Compliance with Law:

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

7. Indemnity:

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

8. Insurance:

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

9. Returning Agency Documents and Transition of Business:

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

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| (i) If to the Agency:
<i>Desert Healthcare District
1140 North Indian Canyon Drive
Palm Springs, CA 92262
Attn: Herb K. Schultz, CEO</i> | (ii) If to the Contractor:
<i>Desert Recreation District
45-305
Indio, CA 92201
Attn: Maureen Archuleta, Comm Svs Sprvsr</i> |
|---|---|

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

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

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

Signature Page:

Foundation:

By: _____
Herb K. Schultz, CEO

Date: _____

Contractor:

By: _____
Kevin Kalman, General Manager

Date: _____

EXHIBIT A

SERVICES

Period beginning approximately November 1, 2016 through June 30, 2018

Targets: Aggregate

1. By June 30, 2018, DRD will conduct a minimum of **41** swimming cohorts consisting of 8-lessons each for children 0 through 5 years of age.
2. By June 30, 2018, a minimum of **196** children, ages 6 months through 3 years of age, will graduate from the Parent and Child/Ready, Set, Swim Jr. program.
3. By June 30, 2018, a minimum of **404** children, ages 4 through 5 years of age, will graduate from the Preschool Aquatics/Ready, Set, Swim Jr. program.
4. By June 30, 2018, **80% (or 480)** children will demonstrate an increase in water safety skills acquired.
5. By June 30, 2018, DRD/DHF will conduct a minimum of **41** water safety workshops (in English and Spanish) to parents/caregivers with children 0 through 5 years of age participating in the Ready, Set, Swim, Jr. program and other community members with children at risk of drowning.
6. By June 30, 2018, **750** parents/caregivers with children 0 through 5 years of age participating in the Ready, Set Swim, Jr, program and other community members with children at risk of drowning will participate in the water safety workshops.
7. By June 30, 2018, **80% (or 600)** parents/caregivers will demonstrate an increase in knowledge regarding water safety as evidenced by a pre/post-test.

EXHIBIT B
SUMMARY OF COSTS



Budget



Organization Name: Desert Recreation District
Project Title: Ready Set Swim Jr **Date:** 7/11/2017

	Expenses		donated registration summer 2017		donated registration summer 2018		TOTAL BUDGET
	Palm Springs & Furbee 16/17	Palm Springs & Furbee 17/18	6 months - 3 years	4- 5 years	6 months - 3 years	4- 5 years	
	3/1/2017	9/11/2017	7/17/2017	7/17/2017	6/18/2018	6/18/2018	
	5/31/2017	10/5/2017	8/24/2017	8/24/2017	7/12/2018	7/12/2018	
PERSONNEL/STAFFING							
Aquatics Specilaist	\$ 1,532.50	\$ 3,064.50	\$ 3,063.00		\$ 3,065.00		\$ 10,725.00
2 Pool Manager	\$ 736.46	\$ 1,665.04					\$ 2,401.50
3 Instructor/ lifeguard	\$ 5,113.50	\$ 6,431.36					\$ 11,544.86
Com Ser Supervisor		\$ 9,500.00	\$ 10,751.44		\$ 10,751.45		\$ 31,002.90
TOTAL, PERSONNEL	\$ 7,382.46	\$ 20,660.90	\$ 13,814.44	\$ -	\$ 13,816.45	\$ -	\$ 55,674.25
PROGRAM/OPERATING							
	\$ -	\$ -					\$ -
Communications	\$ 30.00	\$ -					\$ 30.00
Uniforms	\$ -	\$ 900.00					\$ 900.00
Training	\$ -	\$ 2,500.00					\$ 2,500.00
Mileage	\$ 157.76	\$ 3,342.24					\$ 3,500.00
Rent	\$ 600.00	\$ 4,987.50					\$ 5,587.50
Facility Equipment			\$ 1,500.00		\$ 1,500.00		\$ 3,000.00
swim lesson east valley	\$ -	\$ -	\$ 3,105.00	\$ 5,805.00	\$ 2,970.00	\$ 4,860.00	\$ 16,740.00
TOTAL, PROGRAM	\$ 787.76	\$ 11,729.74	\$ 4,605.00	\$ 5,805.00	\$ 4,470.00	\$ 4,860.00	\$ 32,257.50
OVERHEAD							
30% of Expenses	\$ 2,451.06	\$ 9,717.19					\$ 12,168.25
TOTAL	\$ 2,451.06	\$ 9,717.19	\$ -	\$ -	\$ -	\$ -	\$ 12,168.25
TOTAL (Personnel + Program)	\$ 10,621.28	\$ 42,107.83	\$ 18,419.44	\$ 5,805.00	\$ 18,286.45	\$ 4,860.00	\$ 100,100.00

Total Amount \$100,100

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION
CONTRACT
INVESTMENT OF FUNDS
FIRST AMENDMENT AND RESTATED CONTRACT

CONTRACTOR: **DESERT HEALTHCARE FOUNDATION**

RCCFC Award: **17122 OP**

Address: **1140 N. Indian Canyon Drive, Palm Springs, CA 92262**

WHEREAS, the Riverside County Children and Families Commission, also known as "First 5 Riverside" ("Commission") and **Desert Healthcare Foundation** ("Contractor") entered into an Investment of Funds Contract, RCCFC Award no. **17122 OP** (the "Contract") for the provision of services.

Now, therefore, the parties agree to amend the Contract as follows:

- A. The first page of the Contract shall be amended to reflect the maximum reimbursable amounts, funding periods, and compensation as listed below:

Revised Contract Term: **11/01/16 – 06/30/18**
Maximum Reimbursable Amount: **\$220,658.00**

- B. Attachment A-1. Scope of Work for **November 1, 2016 – June 30, 2018** is added as outlined in Attachment A-1, and attached hereto. Attachment A is deleted in its entirety.
- C. Attachment B-1. Budget for **November 1, 2016 – June 30, 2018** is added as outlined in Attachment B-1, and attached hereto. Attachment B is deleted in its entirety.
- D. Attachment C-1. Payment Provisions for **November 1, 2016 – June 30, 2018** is added as outlined in Attachment C-1, and attached hereto.
- E. Attachment D. Comprehensive Tobacco Control Policy attached hereto.

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CHILDREN/FAMILIES ROOM
2017 AUG -7 PM 9:00

F. All changes to this Contract referenced herein shall supersede the comparable sections within the Contract. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto have caused their duly authorized representative to execute this Amendment and Restated Contract.

CONTRACTOR:

By:

Signature

By:

Print Name and Title

Date:

Riverside County Children and Families Commission:

By:

Tammi Graham, Executive Director

Attest:

By:

Lynn M. Stephens, Commission Secretary

Date:

8/19/17

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION

CONTRACT TERMS AND CONDITIONS

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Followed by:

- ATTACHMENT A: SCOPE OF WORK
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- ATTACHMENT C: PAYMENT PROVISIONS
- ATTACHMENT D: COMPREHENSIVE TOBACCO CONTROL POLICY

Terms and Conditions

1. **NOTICES**

All correspondence and notices required or contemplated by this Contract shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COMMISSION:

Tammi Graham, Executive Director
First 5 Riverside
585 Technology Court
Riverside, CA 92507

CONTRACTOR:

Chris Christensen, CFO/COO
Desert Healthcare Foundation
1140 N. Indian Canyon Drive
Palm Springs, CA 92262

Or to such other addresses as the parties may hereafter designate in writing.

2. **SOURCE AND SCOPE OF CONTRACT**

- A. This Contract award is valid and enforceable only if sufficient funds are available to the Commission from Proposition 10 tax dollars for the total term of the Contract. It is mutually agreed that if the State does not appropriate sufficient Proposition 10 funds, this Contract shall be amended to reflect any reduction in funds.
- B. In addition, this Contract is subject to any additional restrictions, limitations, or conditions enacted by the State of California, which may affect the provisions, terms, or funding of this Contract in any manner.
- C. This Contract award is designated for an investment of funds to provide Health, Education or Child Care services in accordance with the current Commission Strategic Plan. Services are to be provided to benefit children 0 through 5 years of age (may also be abbreviated as "0-5") who reside in Riverside County.

3. **DEFINITIONS**

The following are terminology included within the Terms and Conditions of the Contract are defined by the Riverside County Children & Families Commission as stated below:

Commission: The Riverside County Children & Families Commission, an assembly of Commissioners, appointed by the Riverside County Board of Supervisors and responsible for establishing policy and directing Proposition 10 funds at the county level.

Contractor: The government or other legal entity to which a contract is awarded and which shall be accountable to the Commission for the use of funds provided.

County: The Riverside County Children & Families Commission, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

Data Management System: An online data management system used to collect and analyze client demographics, services and target accomplishments.

Executive Director: The designated lead director of the Commission or his or her designee.

Fiscal Year: The Commission's fiscal year is July 1 through June 30.

Performance Target: The specific results that a CONTRACTOR will commit to achieve. CONTRACTOR will be contractually responsible to achieve these specific targets as outlined in Scope of Work (SOW), (See Attachment A).

Performance Target Accomplishment Schedule: The specific timeline that a CONTRACTOR will commit to adhere to, (See Attachment A).

Probationary Status: CONTRACTOR is given notice of non-compliance and, after failure to correct deficiencies, has been placed in a status that may require additional monitoring, announced and unannounced visits, additional reporting by CONTRACTOR, an evaluation by Commission staff and a report to the Commission inclusive of recommendations regarding the disposition of the Contract.

Scope of Work (SOW): A documented qualitative and quantitative description of the project's deliverables (i.e. what the CONTRACTOR is funded to do), (See Attachment A).

4. **TERM**

The term of this Contract shall be from **November 1, 2016** through **June 30, 2018** unless sooner terminated by the provisions herein by either party. Funds shall not be automatically renewed by the Commission upon or after the term of the Contract except by formal amendment approved by the Commission.

5. **COMPLIANCE, DISALLOWANCE, WITHHOLDING**

If CONTRACTOR fails to comply with any conditions contained within this Contract, the Commission may place the CONTRACTOR in a probationary status, temporarily withhold payments until the deficiency is corrected, deny funds for all or part of the cost of activity not in compliance, and/or request repayment to the Commission if any disallowance is rendered after audit findings. Written notification of non-compliance will be sent to the identified contact person and the CONTRACTOR's executive director or other lead staff authorized by the CONTRACTOR's governing board or ownership within twenty (20) working days.

6. **TERMINATION**

A. By Commission: The Commission may, by written notice to CONTRACTOR terminate this Contract in whole or in part at any time for the reasons as set forth below. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise).

1. **Termination for cause:**

- a. **Due to Default or Breach of Contract.** Upon default by the CONTRACTOR in the performance of this Contract or material breach of any of its provisions which include but are not limited to; change in status or delegation, assignment or alteration of the services outlined in Attachment A of this Contract, the Commission may immediately terminate this Contract by written notice, which shall be effective upon receipt by CONTRACTOR, unless Commission provides CONTRACTOR the opportunity to cure breach within twenty (20) working days of receipt of notice, and CONTRACTOR does so to Commission's satisfaction.

- b. **Due to Health and Safety Concerns of Clients.** The Commission may immediately terminate this Contract, at the sole discretion of the Commission when the CONTRACTOR has been accused and found to be in violation of any county, state, or federal law and/or regulation related to the health and safety of clients. Contract may also be immediately terminated at the sole discretion of the Commission if the CONTRACTOR fails to provide for the health and safety of clients served under this Contract where the health and safety of clients are placed at risk by CONTRACTOR.
- c. **Due to Non-Appropriation.** Termination may occur if no funds or insufficient funds are available for payments. After this Contract is terminated under these provisions, the Commission shall have no obligation to make further payments. Termination shall be effective immediately upon written notification of the decrease or elimination of funds.
- d. **Due to Non-Compliance.** Termination may occur if CONTRACTOR fails to provide the Commission with any reports, data and/or information as required in this Contract. CONTRACTOR may be placed in a probationary status until compliance with the terms of the Contract has been met. CONTRACTOR will be given thirty (30) calendar days to cure the deficiency. If compliance is not met within the thirty (30) calendar days, the Commission may move forward with termination of the Contract.

B. By CONTRACTOR: CONTRACTOR may terminate this Contract in whole or in part upon thirty (30) calendar days' written notice to the Commission.

7. REQUIREMENT OF SUPPLEMENTING PROGRAM

Funds received pursuant to this Contract shall not be used to supplant any program of the CONTRACTOR. Proposition 10 Funds shall ONLY be used to supplement a CONTRACTOR's program. The Commission endorses the California Children and Families Commission's interpretation of supplanting: The definition of "supplement" is to add to or augment something that currently exists, while "supplant" is defined as taking the place of something currently in existence. As defined in Health and Safety Code sections 130100 et seq. (the Children and Families Act), all monies raised pursuant to the Act shall be appropriated and expended by CONTRACTOR only to supplement existing levels of services. The Act specifically prohibits appropriation and expenditure of funds to supplant state or local general fund money for any purpose. Further, expenditures are prohibited for use to fund any existing levels of service.

8. DATA MANAGEMENT

CONTRACTOR agrees to participate in a comprehensive, countywide, internet-based evaluation and management process as defined by the Commission. Participation shall include, but is not limited to, monthly input of program and financial data, submission of quarterly and annual Program Progress Reports, utilization of the Commission developed reporting systems and Administrative Review formats and required training to familiarize and implement the results-based accountability framework.

The Commission continues to refine its evaluative processes that will assist the Commission, its CONTRACTORS and the community to successfully increase and measure the impact of the Children and Families Act in Riverside County. Where appropriate, CONTRACTOR agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of outcomes for programmatic performance, standards for service delivery and assessment tools.

9. SCOPE OF WORK (SOW)

- A. CONTRACTOR will be required to submit and adhere to a Scope of Work (SOW) approved by the Commission as Attachment A to this Contract. The SOW will accurately reflect measurable results of services provided through Proposition 10 funding. The SOW will provide a qualitative and quantitative description of the program(s) objectives to be achieved in connection with Proposition 10 funding.
- B. SOW revisions that are considered relatively minor adjustments that do not affect the overall deliverables of this Contract shall be accepted for consideration through March 31 of each fiscal year. Requests for these types of SOW adjustments must be submitted to the Commission office in writing or via e-mail and shall not be implemented by CONTRACTOR prior to receipt of written approval from authorized Commission personnel. Upon approval, CONTRACTOR will receive either written or e-mail verification from the Commission Executive Director (or designee).

SOW revisions that are considered significant changes to program performance targets and affect the overall deliverables of this Contract include the following: changes that result in the type or number of customers served, new staff positions or major staff changes, or significant changes in the Performance Targets. Requests for these types of SOW changes shall be accepted for consideration through March 31 of each fiscal year. SOW revisions shall be submitted to the Commission Executive Director (or designee), via the Commission's contract analyst assigned to the CONTRACTOR. The Commission Executive Director (or designee) will respond to the proposed request for SOW revisions within thirty (30) calendar days after receipt at the Commission office. Final approval of any proposed revisions to the SOW shall require the written approval of the Commission Executive Director (or designee). All changes will be incorporated into the Contract and shall become effective on the date of written approval from the Commission Executive Director and/or the Commission.

- C. CONTRACTOR agrees to make every possible effort to obtain voluntary consent using the Commission Consent Form for any customer entered into the data management system. CONTRACTOR also agrees to maintain the original signed Consent Form on file for the Commission to review as necessary. Each customer is to receive a copy of the signed Consent Form.

10. REIMBURSEMENT OF COSTS

Payment will not be provided for services performed and/or expenditures accrued prior to the full execution of this Contract unless previously authorized by Commission action. Reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the Scope of Work (Attachment A) and methodology contained in Attachment A as determined by the Commission. The Commission shall allocate the funds to CONTRACTOR as follows:

- A. All funds provided pursuant to this Contract shall be expended by CONTRACTOR in accordance with the budget, as set forth in Attachment B hereto.
- B. All funds will be distributed as detailed in the Payment Provisions, as set forth in Attachment C hereto.

11. FISCAL AND PROGRAM REPORTING REQUIREMENTS

A. Fiscal Reporting

Fiscal expenditures are required to be input into the Data Management System on a monthly basis and input must be completed by the 20th of the month following contract performance. CONTRACTOR is required to report expenditures on a monthly basis and apply accruals at year end. Accruals show costs for services that have occurred but have not yet been paid. If the reporting due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. Any changes that occur with expenditures must be reported to Commission staff and adjusted within the data management system before the end of the Quarter following the expense occurrence. Example: Changes to expenditures in the first quarter of performance must be adjusted and reconciled before the end of the 2nd quarter (December 30, as reported in the January 30 report). **A change in CONTRACTOR staff, or other difficulties, does not absolve the CONTRACTOR from this monthly fiscal reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the Commission's contract specialist assigned to the CONTRACTOR.

If applicable, CONTRACTOR shall provide copies of the claim report submitted monthly for Medi-Cal and/or any other state or federal reimbursements. In addition, the CONTRACTOR will provide the subsequent revenue reports that will reconcile the claim reports.

Costs may be allowed and reviewed for reimbursement up to the time of the Final Fiscal Expenditure Report, which is due July 20. All reimbursement costs not submitted by July 20 will be disallowed.

Commission staff will send notification verifying payment amount, payment reduction or payment withheld. Changes in the mailing address or remit to address must be submitted in writing on the CONTRACTOR letterhead and signed by an authorized representative.

B. Program Reporting

Program data must be entered on a monthly basis and input must be completed by the 20th of the following month. If the reporting due date falls on a weekend or holiday, the due date will be on the following business day. Additionally, Quarterly Program Progress Reports must be submitted to the Commission within thirty (30) calendar days after the end of the quarter. Any changes that occur with program data input must be reported to Commission staff and adjusted within the data management system before the end of the Quarter following the change. Example: Changes to program data in the first quarter must be adjusted and reconciled before the end of the 2nd quarter (December 30, as reported in the January 30 report). **A change in contract staff, or other difficulties, does not absolve the CONTRACTOR from this monthly program data input and quarterly Program reporting responsibility.**

In rare and justifiable circumstances, an extension may be requested by the CONTRACTOR. Such requests are to be submitted in writing prior to the due date and shall be directed through the Commission's program specialist assigned to the CONTRACTOR.

Quarterly Program Reporting due dates for each Contract period:

- QUARTER 1 ending September 30: Report Due October 30
- QUARTER 2 ending December 31: Report Due January 30

- QUARTER 3 ending March 31: Report Due April 30
- QUARTER 4 ending June 30: Report Due July 30 (Final Cumulative Program Progress Report)

If the due date falls on a weekend or County, State or nationally recognized holiday, the due date will be on the following business day. The first quarterly report is due **October 31, 2018**.

12. REIMBURSEMENT OF FUNDS TO THE COMMISSION

If CONTRACTOR has been overpaid in the previous fiscal year, the Commission will, in instances where the Contract is renewed, reduce subsequent payment(s) to recover the amount overpaid.

Notwithstanding any other provision herein, CONTRACTOR agrees to reimburse, in full, any and all funds received from the Commission, upon request of the Commission, where such funds as determined by the Commission are not, or have not been utilized by CONTRACTOR for their purpose as intended by the Commission. The terms and conditions of reimbursement shall be at the sole discretion of the Commission. This provision is not terminated upon termination of this Contract.

13. RCCFC FISCAL REQUIREMENTS

A. Budget Adjustments

A budget adjustment is the transfer of funds from one approved line item to another approved line item. Individual transfers shall not exceed ten percent (10%) of the approved destination category subtotal amount and in no case will cumulative transfers over the course of a fiscal year period exceed more than ten percent (10%) of the total current fiscal year funding amount without written approval of the Executive Director, or designee. Written justification from the CONTRACTOR is required in the Program Progress Report submitted for the quarter in which the transfer is made and written notification of the transfer to the Commission's contract analyst from the CONTRACTOR is required during the month in which the transfer is made. Budget adjustments having a potential effect on the CONTRACTOR'S ability to comply with the SOW require prior approval from Commission Executive Director (or designee). Budget adjustments will not change the total Contract amount and additional line items are not to be included. Failure of the Commission to discover or object to any unsatisfactory quarterly fiscal reports prior to payment will not constitute a waiver of the Commission's right to require CONTRACTOR to correct such quarterly reports. Budget Adjustments will be considered until June 30 of each fiscal year.

B. Budget Revisions

Budget revisions are requests to transfer more than ten percent (10%) of the total Contract amount and/or the addition of line items that were not previously approved. The Executive Director, or designee, will accept proposed budget revisions along with written justification from CONTRACTOR through March 31 of each fiscal year. Any unused funding from each fiscal year within the Contract Term may be considered for "roll over" into the next fiscal year for allowable and preapproved budget revisions, contingent on approval of the Commission Executive Director (or designee). The Commission Executive Director (or designee), will respond to budget revisions within thirty (30) calendar days after receipt at the Commission office.

C. Amendments

Necessity for budget amendments to this Contract will be determined by the Commission Executive Director (or designee), and may include, but are not limited to contract increases or decreases and significant changes to the Scope of Work (SOW). All budget amendments to the Contract shall require formal approval of the Commission Executive Director acting on behalf of the Commission, as provided herein, before they are effective. Major budget amendments, as determined by the Commission Executive Director, in consultation with County legal counsel, will require formal approval of the Commission. Contract budget amendments will be considered until March 31 of each fiscal year.

D. Cost Allocation

CONTRACTOR shall have or establish a cost allocation plan to identify prorated costs shared by multiple funding sources, including Proposition 10 funds. CONTRACTOR shall identify any other funding sources and organizations whose cooperation/participation is necessary to ensure the success of the project. CONTRACTOR's Cost Allocation Plan must be approved by CONTRACTOR's appropriate governing body and submitted with the executed Contract.

A Cost Allocation Plan (CAP) is defined as a written summarization that documents the methods and procedures that the CONTRACTOR will use to allocate costs between two or more programs or funding sources. The goal is to ensure that each program or funding source bears its fair share, and only its fair share, of the total costs. The CONTRACTOR must have a method of identifying and distributing program costs that are comprehensive, well documented, and defensible under the Generally Accepted Accounting Principles (GAAP).

A written CAP is required if any of the conditions below are met:

- a. Funded staff members share their time between a First 5 Commission funded program and one or more other grant funded programs.
- b. A single-funded staff member shares their time between two or more First 5 Commission funded programs.
- c. The same facilities and/or resources are utilized by more than one funded program.

E. Overhead/Indirect Costs

1. Overhead/Indirect costs are defined as costs incurred for a common or joint purpose benefiting more than one cost objective and cannot be readily identified with a particular final cost objective. These costs do not provide a measurable, direct benefit to a particular program or activity, unlike direct costs. Indirect cost may include salaries, benefits and operating expenses. Capital expenses and subcontractor costs are excluded.
2. Indirect cost percentage rate included in the Budget, Attachment B to this Contract, shall not exceed ten percent (10%) calculated against the salaries, benefits and operating expenses only.
3. Indirect costs shall be based on the CONTRACTOR's official governing board approved Cost Allocation Plan. State/federal approved rates in excess of the approved ten percent (10%) indirect cost rate percentage will be reviewed and approved on a case-by-case basis.

4. A pass through is defined as those instances where the CONTRACTOR forwards funds obtained from the Commission to a subcontractor and the Commission maintains no relationship or responsibility for the performance of the subcontractor. Proposition 10 funds shall not be used in a manner that will cause payment for indirect costs associated with the CONTRACTOR's funded program more than once. The Commission will not pay for subcontractor indirect costs as part of the CONTRACTOR's budget.

F. Revenues Received

Any and all revenue received by the CONTRACTOR (except funds received from the Commission) to operate the program funded pursuant to this Contract shall be reported as revenue received within the monthly fiscal report. All such revenues shall be used to fully compensate expenses within the program funded and/or to provide additional services within the program funded pursuant to this Contract. Any unused revenues shall be deducted from Contract reimbursement.

G. Payroll Taxes

The Commission shall not be directly responsible for the payment of any taxes on the CONTRACTOR's behalf. In the event that the Commission is required to do so by state, federal or local taxing agencies, CONTRACTOR agrees to promptly reimburse the Commission for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

14. CONTRACTOR AUDIT REQUIREMENTS

- A. All CONTRACTORS are required to have an annual financial audit. Each CONTRACTOR shall provide a copy of their annual audited financial statements to the Commission, covering the fiscal year that funds are received for services provided pursuant to this Contract. The audited financial statements will cover the CONTRACTOR's fiscal year and will include a statement of internal controls over financial reporting. All audits shall be performed by a Certified Public Accountant (CPA) who possesses a valid license to practice within the State of California.
- B. Audited financial statements are to be submitted to the Executive Director, or designee, within one hundred and eighty (180) calendar days after the close of the CONTRACTOR's fiscal year for every year covered under this Contract. If the audited financial statements are not received on or before the required due date and an extension has not been granted, the audited financial statements shall be considered delinquent and immediate corrective action is required. If the CONTRACTOR fails to produce or submit acceptable audited financial statements, the Commission has the authority to withhold funding, and if necessary, secure an Auditor, and the CONTRACTOR shall be liable for all Commission costs incurred in obtaining an independent audit. The cost of the audit will be applied against the Contract encumbered amount, thereby reducing the amount of funding available to the program.

15. INVENTORIABLE EQUIPMENT

- A. Inventoriable equipment includes equipment/fixed assets with a unit cost of one thousand dollars (\$1000) or more or if the aggregate cost of integral components required to fully operate the assembled equipment (i.e. computer processing unit, keyboard, monitor) total one thousand dollars (\$1,000) or more. Inventoriable equipment derived from approved

purchases funded by Proposition 10 funds shall be maintained by the CONTRACTOR. CONTRACTOR shall use such capitalized equipment only for the purposes for which they were granted for children 0 through 5 years of age.

- B. The CONTRACTOR shall inventory and report any and all equipment purchases meeting this criterion, on the Commission Inventory Record Form. This record must be submitted within forty-five (45) calendar days of purchase to the Commission's contract analyst assigned to the CONTRACTOR. Applicable receipts must be maintained by the CONTRACTOR to validate expenditures and shall be submitted as invoice back-up documentation and uploaded to Persimmony (the data management system), and made available as requested during the Commission staff site visits. It is understood that the CONTRACTOR is liable for any/all liability and damages resulting from the use and/or misuse of equipment purchased with Proposition 10 funds. Equipment shall not be used for personal use by the CONTRACTOR, and/or their employees, agents, subcontractors and/or collaborating partners.
- C. Any remaining non-inventoriable items, material and supplies with a value of less than one thousand dollars (\$1000) will be used for children ages 0 through 5 years of age by a program serving this population, or returned to the Commission. If Contractor is no longer serving this population, all remaining items will be returned to First 5 Riverside within thirty (30) calendar days of the program ceasing operations.

16. REVERSION OF ASSETS

Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with Proposition 10 funds disbursed under this Contract, or under any previous Contract between the Commission and CONTRACTOR, where the original cost exceeded one thousand dollars (\$1,000.00) shall either be: (1) used by CONTRACTOR for the services described in the Scope of Work (Attachment A) for a period of five (5) years after termination or expiration of this Contract, unless a different period is specified in the Scope of Work (Attachment A); or (2) disposed of and proceeds paid to the Commission in a manner that results in the Commission being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-commission funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition.

- A. In furtherance of the foregoing, if the Commission selects continued use of the capital asset, the CONTRACTOR hereby agrees that it will confirm in writing that it will continue to use the capital asset for purposes congruent with the intent of the this Contract. This provision shall survive the termination or expiration of this Contract and shall be actionable at law or in equity by the Commission against CONTRACTOR and its successors in interest.
- B. In the event the Commission selects disposition of the subject real or personal property, the CONTRACTOR shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to the Commission upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "Certificate of Title" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

17. TOBACCO CONTROL POLICY

CONTRACTOR shall abide by the Comprehensive Tobacco Control Policy, incorporated herein by reference, and as may be amended from time to time. CONTRACTOR shall have tobacco education and cessation materials visibly available and accessible to clients participating and to staff funded from the Commission funded activities. The Comprehensive Tobacco Control Policy is set forth as Attachment D hereto.

18. CONDUCT OF BUSINESS

CONTRACTOR shall comply with all references listed below. Failure to comply may place the CONTRACTOR in a Probationary Status or result in a Termination of Contract.

- A. CONTRACTOR shall be in compliance, and shall remain in compliance with all applicable state and/or federal laws, regulations or requirements during the term of the Contract.
- B. CONTRACTOR shall conduct its business, pursuant to this Contract, in compliance with all applicable state, and/or federal laws, regulations or requirements.
- C. CONTRACTOR shall obtain and shall maintain all applicable business and/or professional licenses, insurances, and/or accreditations, in good standing, which are required under the laws of the State of California or the federal government at all times while performing services under this Contract.
- D. CONTRACTOR shall notify the Commission Executive Director (or designee) verbally and in writing their intent to cease operations of the facility or program within sixty (60) calendar days, but no less than thirty (30) calendar days, of the event.
- E. CONTRACTOR shall notify the Commission Executive Director (or designee) in writing within seventy-two (72) hours of a change of key personnel funded under this Contract. Key personnel is defined as individuals who have a direct bearing on the outcome of the project, who have substantive responsibility for developing or achieving the scope or objectives of the project, and who possess the reputation, knowledge, or skills on which the work of the project is based. This includes, but is not limited to the Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Program Manager, or Project Lead.
- F. CONTRACTOR shall notify the Commission Executive Director (or designee) verbally and in writing of any condition that could interfere with CONTRACTOR's ability to perform required services and/or meet material Contract requirements within thirty (30) calendar days of the learning of such a condition.
- G. Agencies that are governed by a regulatory or licensing entity shall advise and forward to the Commission Executive Director any and all documentation of regulatory/licensing violations, findings and responses to such violations and/or findings within twenty-four (24) hours of receipt of notice of violation from the governing entity. Agencies shall promptly submit to Commission Executive Director a copy of the response sent to the governing entity.
- H. CONTRACTOR shall immediately notify the Commission upon the intent to file or filing of any action of bankruptcy.
- I. CONTRACTOR shall immediately notify the Commission upon the commencement of any litigation, whether CONTRACTOR is the plaintiff or defendant, where such litigation may

interfere with the ability of CONTRACTOR to perform its duties under this Contract, and where the Commission is not a party to such litigation.

- J. CONTRACTOR shall immediately notify the Commission upon the commencement of any investigation, and/or activity by a regulatory agency against CONTRACTOR, which may interfere with the ability of CONTRACTOR to perform its duties under this Contract.

19. RECORDS MANAGEMENT AND MAINTENANCE

- A. The CONTRACTOR shall make reports to the Commission in the required format and containing information as may be required by the Commission.
- B. The CONTRACTOR shall also provide additional reports or information if required by the State or the local Commission and was not reasonably anticipated at the time the Contract was entered into.
- C. CONTRACTOR shall input all data required on a monthly basis by the 20th day of the month following the end of the reporting period and submit quarterly reports within thirty (30) calendar days following the end of the quarter, and at the end of the term of the Contract. This requirement includes:
 - 1. All the monthly data necessary to generate demographic, service utilization, results and aggregate activity reports;
 - 2. Submission of the Program Progress Report on a quarterly basis;
- D. CONTRACTOR shall retain such reports, and all records associated with this Contract for at least five (5) years following the close of the fiscal year in which this Contract is in effect. This obligation is not terminated upon termination of this Contract, whether by recessions or otherwise. CONTRACTOR agrees to require any subcontractors to retain all records associated with the Contract for the same time period.
- E. Accounting information and transactions shall be recorded and reported in accordance with generally accepted accounting principles (GAAP).
- F. Where medical records, and/or client records are generated under this Contract, CONTRACTOR shall safeguard the confidentiality of the records in accordance with all state and federal laws, and all regulations promulgated hereunder, including the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto.
- G. Each CONTRACTOR must maintain a written customer confidentiality policy and maintain a written protocol to ensure CONTRACTOR staff is aware of and abide by said policy.

20. PUBLIC DISCLOSURE OF DOCUMENTS

CONTRACTOR acknowledges and agrees that information, communications, and documents given by or to the Commission and meetings involving the Commission members, staff, finance or advisory committee members may be subject to applicable law on public disclosures and/or public meetings. CONTRACTOR shall cooperate with the Commission in order that it may fully comply with the requirements of such laws and regulations.

21. INSPECTIONS, PROGRAM MONITORING AND CONTRACT ADMINISTRATIVE REVIEW BY COMMISSION

- A. Commission representatives shall review and inspect the CONTRACTOR through mandatory periodic Administrative Review visits for compliance with the terms of this Contract. During the Administrative Review visits, CONTRACTOR representatives from both fiscal and program areas must be present. All books, financial records and program records including verification of target(s) and other documents relating to the performance of this Contract must be open to inspection, examination, or copying during normal business hours by the Commission staff or duly authorized representatives from the state or federal government. Records shall be made available at reasonable times at CONTRACTOR's place of business or at such other mutually agreeable location in the County of Riverside, State of California.
- B. Upon completion of the Program Monitoring and Administrative Review visit, the CONTRACTOR will be mailed a report summarizing the results of the Administrative Review visit within forty-five (45) calendar days of the visit. The CONTRACTOR may be required to respond to concerns or requests as specified in the Administrative Review report within thirty (30) calendar days of receipt.

22. GOVERNING LAW AND VENUE

- A. This Contract is entered into under the provisions of Health and Safety Code section 130100 et seq., as may be amended from time to time and any other applicable law.
- B. This Contract, and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of California. In the event any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- C. The provision of the Government Claims Act (Government Code Section 900 et seq.) must be followed first for any disputes under this Contract.
- D. All actions and proceedings arising in connection with this Contract shall be tried and litigated exclusively in state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

23. CONTRACTOR SUBCONTRACTS FOR WORK OR SERVICES

- A. The Commission holds CONTRACTOR solely responsible for the performance of all duties and obligations under this Contract. CONTRACTOR agrees and understands that Commission does not enter into, or assume any legal relationship with any subcontractor of CONTRACTOR for performance under this Contract. CONTRACTOR agrees to remedy any and all breaches of any contracts with any subcontractor, and further agrees that CONTRACTOR may not look to the Commission for any payment, liability, or assistance in the remedy of any actual or alleged breach.
- B. CONTRACTOR shall identify any other organization whose cooperation/participation is necessary to ensure the success of the project and what specific roles these key partners will play. Any and all subcontractor(s) shall conform to all requirements of the Commission and any Contract between the CONTRACTOR and the Commission.

- C. The Contractor shall not enter into any subcontract with any subcontractor who:
1. Is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 2. Has within a three (3) year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Is presently indicated or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in the paragraph above; and
 4. within a three (3) year period preceding this Contract, has had one or more public transactions (federal, state, or local) terminated for cause or default.
- D. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- E. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- F. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.

24. PUBLICITY AND ATTRIBUTION REQUIREMENTS

- A. Upon signing this Contract, CONTRACTOR shall publicize their funded program and partnership with the Commission by creating a press release to be distributed to local media outlets. The press release shall be sent to First 5 Riverside for review and approval within fourteen (14) calendar days of signing of Contract. No later than five (5) calendar days after the press release is reviewed and approved by First 5 Riverside, the press release shall be distributed to local media outlets. Should guidance be needed on this requirement, please contact Commission public information specialist.
- B. CONTRACTOR shall include the following acknowledgment of the Commission and Proposition 10 funding in all materials produced for the purpose of public education and outreach related to Commission funded programs. These materials include but are not limited to the following: brochures, workbooks, flyers, circulars, posters, games, television, radio and print advertising, public service announcements and video news releases, calendar/event listings, presentations, telephone hold messages, outdoor advertising and vehicles. The wording of the First 5 Riverside attribution shall be one of the following:

"Made possible by funding from First 5 Riverside"
 "Funded by First 5 Riverside"

"Funded by First 5 Riverside - the Riverside County Children & Families Commission"

"Hecho posible por medio de fondos de Primeros 5 Riverside"

"Financiado por Primeros 5 Riverside"

For events, conferences or programs with multiple funders, one of the following attributions shall be used:

"Funded in part by First 5 Riverside"

"Funded in part by First 5 Riverside - the Riverside County Children & Families Commission"

"Made possible by funding from First 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside"

"Financiado parcialmente por Primeros 5 Riverside - Comisión de Niños y Familias del Condado de Riverside"

When space is limited (buttons, pencils, pens, etc.), attribution may be omitted. However, CONTRACTORS shall contact the Commission's public information specialist to determine an appropriate method of providing attribution to the public regarding the funding source for such items.

- C. The approved First 5 Riverside logo (graphic) shall be used on materials specific to the Commission funded program. CONTRACTOR shall use the approved First 5 Riverside logo (graphic) on public education and outreach materials in accordance with the First 5 Riverside graphics attribution standard as posted on the Commission public website (www.rccfc.org).
- D. CONTRACTOR shall provide the Commission staff/public information specialist a copy of all public information/relation products (such as flyers, newsletters, posters, etc.) as soon as possible but not later than fourteen (14) calendar days prior to submitting to print. News releases should be submitted as soon as possible but not later than seven (7) calendar days before public release is scheduled.
- E. The Commission's public information specialist shall provide guidance on procedures for logo usage and printed public relations material in accordance with the Commission policies. Policies will be available on the Commission public website (www.rccfc.org) and/or the First 5 Riverside data management system.

25. PROHIBITION OF POLITICAL/RELIGIOUS ACTIVITY

CONTRACTOR agrees that it shall not require client participation in political or religious activities in order to receive services for programs funded by the Commission. Furthermore, Proposition 10 funds shall be used only for the purposes specified in this Contract and in any attachments, hereto. No Proposition 10 funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No Proposition 10 funds shall be used for purposes of religious worship, instruction or proselytizing.

26. WORK PRODUCT

- A. The Commission shall be the owner of the following items incidental to this Contract upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of the Commission.
- B. Material produced in whole or in part under this Contract shall not be subject to copyright in the United States or in any other country except as determined at the sole discretion of the Commission. The Commission will have the unrestricted authority to publish, disclose, distribute, and use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

27. NON-DISCRIMINATION

This Contract hereby incorporates by reference the provisions of Title 2, CCR, Section 8107 et seq., as may be amended from time to time. CONTRACTOR agrees to comply with the provisions of Title 2, CCR, Section 8107 et seq. and further agrees to include this Non-Discrimination clause in any and all subcontracts to perform services under this Contract.

28. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the CONTRACTOR and the Commission. The CONTRACTOR, nor CONTRACTOR's officers, agents, employees or subcontractors, shall not be entitled to any Commission paid employee benefits, including Workers' Compensation.

29. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the Commission, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees or COUNTY) from any and all liability whatsoever, including wrongful death, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Contract shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

- A. If CONTRACTOR is a public entity, as defined by applicable law, the Commission and CONTRACTOR, to the extent that liability may be imposed on the Commission by the provisions of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either the Commission or CONTRACTOR, their employees or representatives, performance or omission of any act or responsibility of either party under this Contract. In the event that a claim is made against both the Commission and CONTRACTOR, both parties shall cooperate in the defense of said claim and to cause their insurers to do likewise.
- B. CONTRACTOR agrees to indemnify the Commission for all federal/state withholding or state retirement payments, which the Commission may be required to make by the federal or state government as a result of this Contract. If for any reason, CONTRACTOR is determined not to be an independent contractor to the Commission in carrying out the terms of the Contract, such indemnification shall be paid in full to the Commission upon sixty (60) calendar days written notice to CONTRACTOR if a federal and/or state determination is made that such payment is required.

30. INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the County harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Contract.

Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or

representatives as Additional Insureds. Policy's limit of liability shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Contract, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Contract.

General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County risk manager. If the County's risk manager waives a requirement or a particular insurer such waiver is only valid for that specific insurer and only for one (1) policy term.
2. The CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed five hundred thousand dollars (\$500,000) per occurrence such retentions shall have the prior written consent of the County risk manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's risk manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
3. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County risk manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) working

days' written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Contract, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Contract and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County risk manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
7. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the County.
8. CONTRACTOR agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

Adjustment and/or Waiver of Requirements:

The Commission Executive Director (or designee), in consultation with the Commission's risk manager, may adjust the insurance requirements set forth herein as deemed necessary for the Contract, and/or may waive insurance requirements where not applicable to the Contract. Insurance endorsements shall be submitted to the Commission upon submission of the fully executed Contract, but no later than when contract work commences.

31. ASSIGNMENT

This Contract shall not be assigned by CONTRACTOR, either in whole or in part, without prior written consent of the Commission, as approved and authorized by formal action of the Commission.

32. ALTERATION AND/OR AMENDMENT

No alteration, amendment, or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. Oral understandings or Contract not incorporated herein shall not be binding on any of the parties hereto. As provided herein, the Commission Executive Director, acting on behalf of the Commission, may alter or revise this Contract on behalf of the Commission. Material alterations and/or amendments, as determined by the Commission Executive Director in consultation with County legal counsel, will require formal approval of the Commission. Except as provided herein, the parties expressly recognized that individual Commission members, advisory committee members, or staff to the Commission is without authorization to either change or waive any material requirements of this Contract without formal action of the Commission.

33. CONFLICT OF INTEREST

CONTRACTOR shall have no economic interest, and shall not acquire any economic interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Contract.

34. WAIVER AND SEVERABILITY

Any waiver by the Commission of any breach of any one (1) or more terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same term of any other term herein. In the event, any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35. DISALLOWANCE

In the event CONTRACTOR receives payment for services under this Contract, which is later disallowed for nonconformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to the Commission upon request. The Commission retains the option to offset the amount disallowed from any payment due to the CONTRACTOR under this Contract, or under any other Contract, or Contract between CONTRACTOR and the Commission.

36. OFFICIAL DOCUMENTS

Upon the Contract approval by the Commission, one (1) completed set of this document will be sent to the CONTRACTOR. Such copy shall be the officially approved Contract for the conduct of the approved project.

37. ENTIRE CONTRACT

This Contract, inclusive of all attachments and exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous Contract of any kind of nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Contract shall be by the provisions of the section entitled "alteration and/or amendment" herein.

38. NONEXCLUSIVE CONTRACT

CONTRACTOR understands that this is not an exclusive Contract and that the Commission shall have the right to negotiate with and enter into Contracts with others providing the same or similar services as those provided by CONTRACTOR as the Commission desires, and at the sole discretion of the Commission.

39. CERTIFICATION OF AUTHORITY TO EXECUTE THIS CONTRACT

CONTRACTOR certifies that the individual signing herein has authority to execute this Contract on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Contract, and any attachments hereto.

40. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State, and Federal law now in force or which may hereafter be in force with regard to this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action against CONTRACTOR, whether the Commission be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and the Commission.

41. CONFLICTS IN INTERPRETATION

In the event of conflict in interpretation by the parties of the provisions contained in the numbered sections of this Contract and the provisions contained in the Attachments hereto, the provisions of the attachments in the Contract shall prevail over those in numbered sections.

ATTACHMENT A-1: SCOPE OF WORK

Contractor: Desert Healthcare Foundation (DHF)
Strategy: Drowning Prevention Courses and Swim Lessons
Contract: 17122 OP
Program/Budget Cycle: November 1, 2016 to June 30, 2018

In Riverside County, drowning is the number one cause of injury-related death for children 1 to 4 years of age. Over the past five years, there have been a total of 462 drowning related incidents, of which 107 resulted in death by drowning. Understanding that 25% of these drownings have been amongst young children less than five years of age, 61% of near-drowning also occur within this same age group. This is partly due to the lack of swimming experience among children. The disproportionate impact on young children and the potential of preventative interventions illustrates the importance of addressing the problem of drowning in Riverside County.

Children under the age of 1 year are most likely to drown in a bathtub, while children ages 1–4 years were most likely to drown in a swimming pool, such that swimming pools accounted for more than 50% of all unintentional drowning deaths. In addition, for every child who dies from drowning, another five receive emergency department care for nonfatal submersion injuries.

Program Description

The Ready, Set, Swim, Jr. program will be implemented to increase water safety awareness amongst parents/caretakers, and provide children with water safety skills and tools, such as swimming lessons and interactive presentations of the risks associated with different bodies of water, specifically pools. The target audience of the RSS Jr. program will be families with children ages 0 through 5 years old living in the cities of Desert Hot Springs, Palm Springs, Cathedral City, Indio, Coachella and Mecca. The Desert Healthcare Foundation will serve an estimated 750 parents/caregivers and 600 children at locations throughout eastern Riverside County.

The facilities used for the swimming lessons will be:

- Wardman Pool in the City of Desert Hot Springs
- The Boys and Girls Club of Palm Springs Pool
- Pawley Pool in the City of Indio
- Bagdouma Pool in the City of Coachella
- Mecca Community Pool in the City of Mecca

Swimming Lessons

The RSS Jr. program will target children ages 0 through 5 years of age by conducting community-based outreach at schools, daycare providers and other locations to identify and enroll participants into swimming lessons using the American Red Cross' *Learn-to-Swim* swimming curriculum taught by the Desert Recreation District (DRD) swim instructors/lifeguards. Two different courses of the swimming lessons will be offered at the referenced pool locations throughout the Coachella Valley.

Parent and Child Aquatics: Aimed at children 6 months through 3 years of age. Parents and children participate in several guided practice sessions that help kids learn elementary swimming skills, including:

- Learning how to enter and exit the water in a safe manner
- Feeling comfortable in the water
- Exploring submerging to the mouth, nose, eyes and completely
- Exploring buoyancy on the front and back position
- Changing position in the water
- Experience wearing a U.S Coast Guard - approved life jacket in the water

Prerequisites: The participating children must be at least 6 months old and parent/caretaker must participate in all lessons.

Pre-School Aquatics: Aimed at children 4 through 5 years of age. Children will learn water safety, survival skills and fundamental swimming concepts in a safe and fun environment. Skills are age-appropriate, allowing children to achieve success on a regular basis, while having fun. Children will participate in guided practice sessions that help them learn basic swimming skills, including, but not limited to:

- Understanding basic water safety rules
- Entering and exiting the water safely using the ladder steps or side
- Increased comfort with being fully submerged and retrieval of submerged objects
- Water adjustment skills
- Breathing and floating techniques
- Supported and unsupported front and back float
- Front and back kicks with support
- Alternating arm action with simultaneous use of legs

Prerequisites: Child must be at least 4 years old to enroll.

Both swimming courses will be taught in an 8-lesson format consisting of 45-minutes of instructional time in the pool taught by the DRD swim instructors. A pre and post evaluation tool will be utilized to measure the changes in skill levels achieved by each participating child. Sign-in sheets will be used to track attendance and participation.

Water Safety Workshops

The second method of increasing awareness about water safety will target parents of children 0 through 5 years of age, who are at risk of drowning and/or are participating in the RSS Jr. program. These workshops will focus on water safety measures a parent/caretaker can take to prevent a drowning or near-drowning accident from happening.

Two 45-minute educational workshops on water safety will be provided in Spanish and English to the parents/caretakers of children participating in the RSS Jr. program or any community member interested in participating, who has a child at risk of drowning. The workshops will be held at the same facilities and areas where the swimming lessons will be held.

Targets: Aggregate

1. By June 30, 2018, DHF will conduct a minimum of **41** swimming cohorts consisting of 8-lessons each for children 0 through 5 years of age.
2. By June 30, 2018, a minimum of **196** children, ages 6 months through 3 years of age, will graduate from the Parent and Child/Ready, Set, Swim Jr. program.
3. By June 30, 2018, a minimum of **404** children, ages 4 through 5 years of age, will graduate from the Preschool Aquatics/Ready, Set, Swim Jr. program.
4. By June 30, 2018, **80% (or 480)** children will demonstrate an increase in water safety skills acquired.
5. By June 30, 2018, DHF will conduct a minimum of **41** water safety workshops (in English and Spanish) to parents/caregivers with children 0 through 5 years of age participating in the Ready, Set, Swim, Jr. program and other community members with children at risk of drowning.
6. By June 30, 2018, **750** parents/caregivers with children 0 through 5 years of age participating in the Ready, Set Swim, Jr, program and other community members with children at risk of drowning will participate in the water safety workshops.
7. By June 30, 2018, **80% (or 600)** parents/caregivers will demonstrate an increase in knowledge regarding water safety as evidenced by a pre/post-test.
8. By June 30, 2018, DHF will document the number of outreach activities participated in to educate parents/caregivers on drowning prevention.

ATTACHMENT B-1

	Agency Name:	Desert Healthcare Foundation				
	Contract Number:	17122 OP				
	Program Name:	Ready, Set, Swim Jr. Program				
F5R Funds (Base Amount) FY 2016-2018:			\$220,658			
List other funding source(s) that support this program below:			List Other Program Fund(s) below:			
Total Funding from All Sources:			\$220,658			
First 5 Riverside Program Budget: November 1, 2016 - June 30, 2018						
PERSONNEL						
Personnel Title	Total Annual Salary for Position at Full Time Equivalent	FTE Funded by F5R *rounded		(A) 8 Mos. (Nov 2016 - June 2017)	(B) 12 Mos. (July 2017 - June 2018)	(C) Total Program (A+B=C)
		16/17	17/18			
1 Program Director	\$87,984	0.16	0.24	\$14,078	\$21,263	\$35,341
2 Programmatic Assistant	\$45,760	0.09	0.14	\$4,322	\$6,483	\$10,805
3 Accountant	\$100,000	0.06	0.09	\$6,112	\$9,167	\$15,279
SUBTOTAL PERSONNEL:				\$24,512	\$36,913	\$61,425
BENEFITS						
Employee Benefits	Total Annual Benefits	Percentage paid by funding source		(A) 8 Mos. (Nov 2016 - June 2017)	(B) 12 Mos. (July 2017 - June 2018)	(C) Total Program (A+B=C)
		F5R	Other			
1 Program Director	\$29,915	0.16	0.24	\$4,820	\$7,229	\$12,049
2 Programmatic Assistant	\$15,558	0.09	0.14	\$1,470	\$2,204	\$3,674
3 Accountant	\$34,000	0.06	0.09	\$2,078	\$3,117	\$5,195
SUBTOTAL BENEFITS:				\$8,368	\$12,550	\$20,918
OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)						
1 Office Supplies/equipment at \$1000 or less				\$1,500	\$1,000	\$2,500
2 Postage & Printing				\$1,000	\$667	\$1,667
3 Advertising / Outreach Marketing				\$3,250	\$2,500	\$5,750
5 Program Materials and Incentives				\$3,500	\$1,000	\$4,500
8 Insurance				\$0	\$0	\$0
12 Travel (airfare, mileage, meals, hotel)				\$2,000	\$1,034	\$3,034
19 (1) Other-Uniforms/Program T-shirts				\$450	\$200	\$650
20 (2) Other- Pool Equipment				\$3,000	\$700	\$3,700
SUBTOTAL MATERIALS AND SUPPLIES:				\$14,700	\$7,101	\$21,801
SUBCONTRACTORS						
1 Desert Recreation District				\$93,810	\$6,290	\$100,100
2 Boys & Girls Club of Palm Springs				\$5,500	\$500	\$6,000
3						\$0
4						\$0
5						\$0
SUBTOTAL SUBCONTRACTORS:				\$99,310	\$6,790	\$106,100
INDIRECT COSTS						
1 Indirect Percentage to be Paid by F5R (maximum 10%):	10.00%			\$4,758	\$5,656	\$10,414
SUBTOTAL INDIRECT COSTS:				\$4,758	\$5,656	\$10,414
Total Budget:				\$151,648	\$69,010	\$220,658

ATTACHMENT B-1

BUDGET NARRATIVE/JUSTIFICATION FOR USE OF FUNDS		
Agency Name:	Desert Healthcare Foundation	
Contract Number:	17122 OP	
Program Name :	Ready, Set, Swim Jr. Program	
First 5 Riverside Program Budget: November 1, 2016 - June 30, 2018		
<i>(Use the space below to provide a brief narrative statement to justify EACH line item within your program budget.)</i>		
PERSONNEL AND BENEFITS		
Program Director	\$47,390	The Program Director will administer the day-to-day operations of the RSS Jr. program, including the marketing and outreach for the program; manage the program budget and serve as a liaison between First 5 Riverside and the Desert Healthcare Foundation. Project salary of \$21,263 is calculated by a .24 FTE for 12 months, based on a \$87,984 annual salary. Benefits of \$7,229 are based on .24 FTE at 24% for 12 months based on an annual salary of \$87,984. Amount includes 5% personnel increase for 8 months, effective November 2016
Programmatic Assistant	\$14,479	The Programmatic Assistant will assist in the data entry, outreach, water safety workshops and enrollment of program participants. Project salary of \$6,483 is calculated by .14 FTE for 12 months, based on a \$45,760 annual salary. Benefits of \$2,204 are based on .14 FTE at 14% for 12 months based on an annual salary of \$45,760. Amount includes 5% personnel increase for 8 months, effective November 2016
Accountant	\$20,474	The Accountant will manage the fiscal responsibilities of the program, including the preparation of all invoices and supporting documentation. Project salary of \$9,167 is calculated by a .09 FTE for 12 months, based on a \$100,000 annual salary. Benefits of \$3,117 are based on .09 FTE at .09% for 12 months, based on an annual salary of \$100,000. Amount includes 5% personnel increase for 8 months, effective November 2016
SUBTOTAL PERSONNEL/BENEFITS:	\$82,343	
OPERATIONAL EXPENDITURES (MATERIALS AND SUPPLIES)		
Office Supplies/equipment at \$1000 or less	\$2,500	General office supplies, such as pens, pencils, markers, will be purchased to support program activities, based on \$125. a month for 20 months.
Postage & Printing	\$1,667	Printing of marketing materials, flyers, program applications to support program activities, based on \$83.35 a month for 20 months.
Advertising / Outreach Marketing	\$5,750	Outreach and marketing of the RSS Jr. program will include promotional ads in social media outlets (Facebook) and traditional marketing methods, such as newspapers and radio ads to inform potential program participants of class dates, times and locations. The cost of these marketing efforts will be: Facebook Sponsored Ads: 75 days x \$50/day= \$3,750 and newspaper ads (English and Spanish) 100 days x \$20/day=\$2,000. Advertising / Outreach Marketing Materials will include First 5 Riverside logo as defined in contract.
Program Materials and Incentives	\$4,500	Program materials and incentives for participants will include: program t-shirts for the participating children (450 @ \$8.00 ea); bumper stickers for the parents (450 @ \$2.00 ea). Program materials and incentives will include First 5 Riverside logo as defined in contract.
Insurance	\$0	Insurance covered by subcontractors
Travel (airfare, mileage, meals, hotel)	\$3,034	Local mileage reimbursement for staff set at maximum established IRS rate per mile. This will include driving to and from pool facilities, outreach activities, presentations and required meetings for all staff participating in the program.
(1) Other-Uniforms/Program T-shirts	\$650	Program uniforms/t-shirts will be provided for the program staff to ensure program branding during outreach, swimming classes and water safety workshops. Based on \$41.70 each. T-shirts will include First 5 Riverside logo as defined in contract.
(2) Other- Pool Equipment	\$3,700	Pool equipment, such as kickboards, goggles, sunscreen, towels and other swimming aids.
SUBTOTAL OPERATIONAL:	\$21,801	
SUBCONTRACTORS		
Desert Recreation District	\$100,100	Desert Recreation District (DRD) will recruit, hire and train 10 swimming instructors/ lifeguards for the RSS Jr program. The DRD will also make arrangements for pool facility rentals in Desert Hot Springs, Palm Springs, Indio, Coachella and Mecca.
Boys & Girls Club of Palm Springs	\$6,000	The Boys and Girls Club of Palm Springs' pool will serve as a program site. The BGC of PS will provide staffing to maintain pool facilities open after-hours for the program implementation.
SUBTOTAL SUBCONTRACTORS:	\$106,100	
INDIRECT COSTS PAID BY F5R		
INDIRECT COSTS PAID BY F5R:	\$10,414	Indirect costs are those costs of general management that are agency-wide. General management costs consist of expenditures for administrative activities necessary for the general operation of the agency (e.g. accounting, budgeting, payroll preparation, personnel management, purchasing, centralized data processing.) The standardized method for distributing these indirect costs to programs is referred to as the indirect cost rate.
TOTAL FIRST 5 FUNDING:	\$220,658	

ATTACHMENT C-1: PAYMENT PROVISIONS

A. FISCAL

The maximum reimbursable amount over the life of this Contract is **\$220,658** as awarded by the Riverside County Children and Families Commission (RCCFC), also known as First 5 Riverside, provided pursuant to Proposition 10.

CONTRACT PERIOD: 11/01/16 through 06/30/18

1. Method, Time and Schedule Conditions of Payment
 - a. RCCFC shall reimburse CONTRACTOR no more than monthly, in arrears, upon submission by CONTRACTOR of an invoice input into the First 5 Riverside designated Data Management System for actual expenses incurred, and supporting documentation under the terms of this Contract so long as all of the following conditions have been met:
 1. The Contract has been approved by the Commission;
 2. The Contract has been fully executed by all parties;
 3. All applicable licenses in order to comply with the terms of the Scope of Work (Attachment A-1) are current and valid; and,
 4. Commission staff has reviewed and approved Cost Allocation Plan (if applicable).
 - b. Reimbursement will be paid for the provision of services as outlined in Attachment A-1 and at a rate not to exceed provision provided in Attachment B-1.
 - c. The Contractor will be paid the actual amount of each monthly invoice. If required supporting documentation is not provided, First 5 Riverside may delay payment until the information is received by First 5 Riverside.
 - d. As of the final disbursement for FY 16/17, any unspent funds will automatically rollover to the same line item identified in the budget for FY 17/18. The total contract amount will not exceed the amount approved by the Commission and identified in paragraph one of this attachment.

**ATTACHMENT D:
COMPREHENSIVE TOBACCO CONTROL POLICY**

As a material condition of the Contract, the CONTRACTOR shall agree that the CONTRACTOR and the CONTRACTOR's employees, while receiving funding from the Commission:

1. Shall not use tobacco products while using the CONTRACTOR's property e.g., vehicle, equipment;
2. Shall not sell, offer or provide tobacco products on CONTRACTOR 's premises;
3. Shall have tobacco education and cessation materials visibly available and accessible to clients participating in activities funded by Proposition 10 funds;
4. Shall assure that the CONTRACTOR and its employees have no current business association or relationship with the tobacco industry, and further agrees to neither accept nor solicit financial contributions, sponsorships, gifts, or services from any tobacco company, executive, or tobacco-related function; and
5. Shall make a reasonable effort to divest of all investments in companies that derive fifteen percent (15%) or more of their revenues from tobacco.

The Commission may terminate for default or breach of this Contract and any other Contract the CONTRACTOR has with the Commission, if the CONTRACTOR or CONTRACTOR 's employees, are determined by the Commission Executive Director (or designee), not to be in compliance with the conditions set forth herein.

If the CONTRACTOR or CONTRACTOR's employees, are determined by the Commission Executive Director (or designee), not to be in compliance with the conditions set forth herein, the Commission may terminate for default or breach of this Contract and any other Contract the Commission has with the CONTRACTOR.

In instances where the CONTRACTOR is part of a larger entity, and where the entity has an investment policy set by governance officials other than the CONTRACTOR, and the CONTRACTOR is not directly involved in such investment decisions, CONTRACTOR agrees to the provisions herein as required in the programs and activities under the direct control of the CONTRACTOR to the satisfaction of the Commission Executive Director (or designee). Activities of the larger entity other than investment decisions, which are not under the direct control of CONTRACTOR, shall not be considered to be in violation of CONTRACTOR's activities pursuant to the policy.



Date: September 22, 2017
To: Board of Directors
Subject: Membership in SoCal Grantmakers (SCG)

Staff Report: For your information, consistent with and a result of the enactment of the new Vision and comprehensive three-year Strategic Plan, the District/Foundation has become a member of SoCal Grantmakers (SCG).

Background:

- Members of SoCal Grantmakers (SCG) join 300+ of our region's leading foundations, companies, and government grantmakers who come together at the SCG table to learn, connect and network, and take action.
- Despite its Los Angeles-based operations, significant activities for both Board Members and staff can be accessed through modes of distance learning.
- Additionally, SCG partners with the Inland Empire Funders Alliance (IEFA) of which the District/Foundation is a member; quarterly SCG-IEFA events take place in the IE.
- The cost for 16 months – October 1, 2017-December 31, 2018 – is \$4,600.
- The membership has been discounted as it would normally cover only 1 year.
- This expense was budgeted in the District/Foundation's budget enacted FY 2017-18

Fiscal Impact:

Cost is \$4,600.

**DESERT HEALTHCARE FOUNDATION
FINANCE, ADMINISTRATION, REAL ESTATE AND LEGAL COMMITTEE
MEETING MINUTES
September 12, 2017**

A Meeting of the Finance, Administration, Real Estate and Legal Committee of the Desert Healthcare Foundation was held in the Desert Healthcare District Conference Room, 2nd Floor, Palm Springs, CA.

Attendance:

Members

Mark Matthews, Chairman/Treasurer
Dr. Les Zendle, Director

Absent

Herb Schultz, CEO
Arthur Shorr, Community Member

Staff

Chris Christensen, CFO
Donna Craig, Senior Program Officer
Alejandro Espinoza,
Mary Pannoni, Accounting/Admin Support
Andrea S. Hayles, Clerk to the Board

Community Members

Sid Rubenstein, Community Member

CALL TO ORDER

The meeting was called to order at 3:16 p.m. by Director Matthews.

APPROVAL OF AGENDA

It was moved and seconded (Director Zendle, Community Member Shorr) to approve the agenda. Motion passed unanimously.

PUBLIC COMMENT

There were no public comments.

APPROVAL OF MINUTES

Submitted for approval:

1. Minutes – July 11, 2017

It was moved and seconded (Community Member Shorr, Director Zendle) to approve the minutes of July 11, 2017. Motion passed unanimously.

FINANCIAL REPORTS

1. Financial Statements
The July - August 2017 financial statements were reviewed.
2. Asset Allocations Schedule (July – August 2017)
The asset allocation schedule was reviewed.
3. Deposits
The July - August 2017 deposit detail was reviewed.
4. Check Register
The August 2017 check register was reviewed.
5. General Grants Schedule
The general grants schedule was reviewed.

It was moved and seconded (Director Zendle, Community Member Shorr) to approve the July - August 2017 Foundation Financial Reports and forward to the Board for approval.

Motion passed unanimously.

OTHER MATTERS

1. Request to appropriate \$70,000 of Foundation operation funds to Ready Set Swim

Chris Christensen, CFO explained the collaborative efforts of the 3-year Ready Set Swim program operational funding, and the termination of the Mayor's Race and Wellness Festival that previously supported the program.

It was moved and seconded (Director Zendle, Chairman Matthews) to approve the request to appropriate \$70,000 of Foundation operation funds to Ready Set Swim and forward to the Board for approval.

2. Boys & Girls Club – Ready Set Swim – Service Agreement \$10,792

Chris Christensen, CFO explained the subcontractor's service agreement with Boys and Girls Club for the Ready Set Swim program

It was moved and seconded (Director Zendle, Community Member Shorr) to approve the Boys & Girls Club Ready Set Swim Service Agreement and forward to the Board for approval.

3. Desert Recreation District – Ready Set Swim – Service Agreement \$140,860

Chris Christensen, CFO explained the subcontractor's service agreement with Desert Recreation District for the Ready Set Swim program.

It was moved and seconded (Director Zendle, Community Member Shorr) to approve the Desert Recreation District Ready Set Swim Service Agreement and forward to the Board for approval.

4. Desert Recreation District – Ready Set Swim, Jr. – Service Agreement \$100,100

Chris Christensen, CFO explained the subcontractor’s service agreement with Desert Recreation District for the Ready Set Swim, Jr. program.

It was moved and seconded (Director Zendle, Community Member Shorr) to approve the Desert Recreation District and forward to the Board for approval.

ADJOURNMENT

The meeting was adjourned at 3:30 p.m.

ATTEST: _____

Mark Matthews, Chairman Finance and Administration Committee/Treasurer
Desert Healthcare District Board of Director

Summary of Activity July 11, 2017 to September 19, 2017

Active Users: 1470

Programs viewed: 1151

Top Five (5) Search Terms *

1. General (668)
1. Housing (524)
2. Counseling (224)
3. Mental Health (90)
4. Transportation (85)
5. Food (98)

Top Five (5) Binders *

1. Homeless (881)
2. Seniors (712)
3. Food Assistance (629)
4. Mental Health (617)
5. Disabled (558)

Top five (5) viewed programs*

1. Taxi Voucher Program (74)
2. WIC (62)
3. Adult Education Programs (53)
4. Trails (51)
5. Full Service Partnership (FSP) Adult Program (50)

Source of Program Views:

(29% Search Function ; 71% Binder Function)

Referrals: 29

(11% clicked to email agency - 89% clicked to print info)

Top Three (3) Referred Programs*

1. Emergency Shelter and Transitional Housing (9)
2. Counseling Services – Jewish Family Service of the Desert (9)
3. Full Service Partnership and adult program (5)
4. New Life (4)
3. Transitional Housing (4)
3. Outpatient Treatment (4)
3. Emergency Shelter (4)
3. Counseling Services (4)

* These figures are running totals up to September 19, 2017.



Date: September 26, 2017

To: Board of Directors

Subject: Desert Highland Gateway-Leadership Breakfast

Staff Recommendation:

None-Informational Only

Background:

The Desert Highland Gateway (DHG)--Wellness has been pivotal in identifying and addressing community health and wellness issues within the Desert Highland Gateway community in Palm Springs. The Desert Healthcare Foundation has supported their efforts by funding a needs assessment, and funding for the training by Loma Linda University for three Community Health Workers from the community to serve as liaisons between the community and local organizations.

Discussion:

The Desert Highland Gateway-Wellness Committee hosted their Leadership Breakfast on Friday, September 8th. The event was well attended by community leaders and members of the Desert Highland Gateway community. Desert Healthcare District Board of Directors members Dr. Les Zendle and Director Mark Matthews attended the event, along with DHCD staff.

The DHG Community Health Workers did a great job highlighting the work that has been done to improve their community. They presented on the community needs assessment and the five priority areas identified by the community, along with the work done to address those priority areas under the current grant. Loma Linda University students shared the results of the youth assessment done in collaboration with the Palm Springs Unified School District.

Overall, the event went very well and the audience was impressed with the work done to improve the health and wellness of the Desert Highland Gateway community with the support of the Desert Healthcare District.

Fiscal Impact:

None



Date: September 26, 2017
To: Board of Directors
Subject: Flying Doctors Event and Support

Staff Recommendation:

None-Informational Only

Background:

Los Medicos Voladores (Flying Doctors) Health and Resource Fair was held on Saturday, September 16 in Mecca, California is an annual event, where medical and dental services/resources are provided free of charge to uninsured Coachella Valley residents. In previous years, well over 400 underserved Coachella Valley have benefited from the services and resources provided by local non-profits, clinics, physicians, and community based organizations, such as Clinicas de Salud del Pueblo, Volunteers In Medicine, Borrego Health, FIND Food Bank, just to name a few.

Discussion:

The medical personnel providing free consultations and screenings are overwhelmed by the number of attendees diagnosed with diabetes. Many patients do not have medical insurance, thus making it difficult to have access to preventative screenings, medications, and testing instruments to help them control their diabetes and associated complications. The Desert Healthcare Foundation's generous donation of \$2,500.00, assisted in the purchase of 50 diabetes testing kits, which included a glucometer, 50 testing strips, finger puncture lancets, and a carrying case. These diabetes screening kits were given to patients, who were/are diagnosed with diabetes and do not have the means to access such vital instruments to monitor their glucose levels.

Alejandro Espinoza, was able to attend the event and reception dinner, where the Desert Healthcare Foundation was recognized and honored as an event supporter.

Fiscal Impact:

The fiscal impact was \$2,500.



Date: September 26, 2017

To: BOARD OF DIRECTORS

Subject: Memorandum of Understanding (MOU) with Coachella Valley Association of Governments (CVAG)– matching funds from West Valley Homelessness Initiative

Staff recommendation: consideration to approve, in concept, the MOU between the Desert Healthcare District/Foundation (DHCF) and Coachella Valley Association of Governments (CVAG) for the matching funds from the West Valley Homelessness Initiative.

This draft MOU has been approved with CVAG’s Technical Advisory Committee and Homelessness Committee with final approval to be agendized for approval at CVAG’s Executive Committee meeting of September 24, 2017.

BACKGROUND

On April 25, 2017, the Desert Healthcare Board of Directors approved a collaborative/collective fund, up to \$2 million, that supports programs and infrastructure to address the homelessness crisis in the Coachella Valley. The fund will be supported by various funding agencies including foundations and corporations. Strategies to accomplish the overall goal would be developed based on community needs and priorities and in accordance with funder’s guidelines; DHCF would ultimately be responsible for the administration of all funds.

At the May 23, 2017 Desert Healthcare District Board of Directors meeting, the directors discussed priorities in their leadership role of the organization’s WEST VALLEY HOMELESSNESS INITIATIVE and ultimately approved at their June 27, 2017 meeting, to fully fund the West Valley Homelessness Initiative collective fund in the amount of \$2 million, which includes all funding availability for future matches.

At the June 27, 2017 Board of Directors meeting, the District board also approved the commitment of \$103,000 to CVAG’s West Valley Navigation Program and recognized those cities that had already confirmed their \$103,000 contribution with a dollar to dollar match in their name, to the Navigation Program and challenging those cities that have not yet committed also with a match in their name to the Navigation Program. The committed cities to date are Palm Springs, Cathedral City, Palm Desert and Coachella. The total matched amount to the West Valley Navigation Program to date is \$515,000.

The City of Rancho Mirage contributed \$30,000 directly to Path of Life Ministries for the West Valley Housing Navigation Program and \$78,000 to Coachella Valley Rescue Mission, which does not qualify for the match.

The City of Indian Wells contributed \$103,000 to Coachella Valley Rescue Mission, which also does not qualify for the match.

Fiscal Impact: The funds from the Desert Healthcare District/Foundation equate to \$515,000. Below is the breakdown of the funds CVAG will receive:

Desert Healthcare District/Foundation	\$103,000
City of Palm Springs Match	\$103,000
City of Cathedral City Match	\$103,000
City of Palm Desert Match	\$103,000
City of Coachella Match	\$103,000

MOU Finalization: Minor changes/revisions will be made for clarification purposes by DHCF Board of Directors and Legal Counsel and CVAG's Executive Director and Legal Counsel prior to execution.

MEMORANDUM OF UNDERSTANDING
BETWEEN
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
AND
DESERT HEALTHCARE FOUNDATION

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of, _____, 2017, by and between the Coachella Valley Association of Governments, a California joint powers agency (“CVAG”) and the Desert Healthcare Foundation, a California 501(c) (3) public benefit corporation (“Foundation”) for the purpose of the Foundation participating in the West Valley Housing Navigation Program (“West Valley Housing Navigation Program”)

WHEREAS, in 2005, CVAG formed a Homeless Task Force in partnership with Riverside County Supervisor Roy Wilson which resulted in the creation of Roy’s Desert Resource Center; and

WHEREAS, the Homeless Task Force evolved into a standing Homelessness Committee (“Homelessness Committee”) within the CVAG committee structure, which works with Riverside County and CVAG member cities to combat homelessness through-out the Coachella Valley; and

WHEREAS, the Foundation is a member of the Homelessness Committee; and

WHEREAS, the Homelessness Committee has sponsored programs over the last seven years that have also received substantial financial support from Riverside County and contributions by CVAG member cities and grants from the Desert Healthcare District; and

WHEREAS, The 2017 Riverside County Point-In-Time count reported a 31.75% increase in the number of unsheltered individuals in the CVAG region from 2016; and

WHEREAS, on June 26, 2017 the CVAG Executive Committee approved an agreement with Path of Life Ministries (Path of Life) to provide West Valley Housing Navigation Program services to the Coachella Valley which focuses on a “Housing First” philosophy; and

WHEREAS, the West Valley Housing Navigation Program provides prevention, diversion, and rapid rehousing services in the Coachella Valley including the cities of Palm Springs, Cathedral City, Rancho Mirage and other area cities; and

WHEREAS, in 2017 the Desert Healthcare District (“District”), as part of its three-year strategic plan, challenged communities to partner in combating homelessness by providing matching funding opportunities through a collective fund of the Foundation for the West Valley Homelessness Initiative that matches dollar for dollar each CVAG member that contributes \$103,000 to the West Valley Housing Navigation Program

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. CVAG Responsibilities

CVAG will retain, manage and direct the contractor who will provide prevention, diversion, and rapid rehousing services in the Coachella Valley within the District boundaries. CVAG will provide periodic quarterly reports and budget progress reports with measurable outcomes to the Homelessness Committee who will evaluate the program on an annual basis.

2. Foundation Contribution

The Foundation will provide \$103,000 for fiscal year 2017/2018 for the West Valley Housing Navigation Program and provide a dollar-for-dollar match for each CVAG member agency that contributes the full \$103,000 to the Program, excluding the County of Riverside. The Foundation matching funds will be paid upon satisfactory verification of payment from the CVAG member agency. Matching funds shall only be used for the purposes of combating homelessness through prevention, diversion, and rapid rehousing program services within the

District boundaries. The Foundation intends to contribute in future years, but such contributions will be discretionary and conditioned on successful outcomes during the first fiscal year.

3. Deliverables

Attached as Exhibit "A" are the deliverables and timeline for the West Valley Housing Navigation Program and deliverables for the District's West Valley Homelessness Initiative.

4. Restrictions and Reporting

The funds received by CVAG from the Foundation are designated only for the operations of the West Valley Housing Program and shall be conditioned on the administration of the program being directed through CVAG staff and the Homelessness Committee. CVAG will provide the Foundation with quarterly written reports and budget progress reports with measurable outcomes.

5. Cancellation

This MOU may be cancelled with or without cause by either party upon 45-days written notice to the other party.

6. Effective Date

The effective date of this MOU shall be _____, __, 2017.

7. Term

This MOU shall continue in effect for two years from the effective date or until terminated by either party.

8. Modification

This MOU may not be modified except by written agreement executed by duly authorized representatives of each party.

Desert Healthcare Foundation

Coachella Valley Association of Governments

By: _____

By: _____

Carole Rogers, President

Marion Ashley, Chairman

Deliverables

The West Valley Homeless Initiative by Desert Healthcare District goals and outcomes include:

- Reduction in lengths of episodes of homelessness
- Reduction in returns to homelessness
- Reduction in number of people becoming homeless for the first time
- Shifting the chronic homeless from the streets and camps into housing and connect with mental/behavioral health and social services
- Shifting the transitional homeless into permanent housing and connecting with social services

The West Valley Housing Navigation Program contract with Path of Life has provided the deliverables and timeline below that align with the goals and outcomes of the DHCD/F West Valley Homeless Initiative:

Prevention and Diversion Services	
Provide services at office locations by appointment and at appropriate public locations as necessary.	Quarter 1: 120 encounters Quarter 2: 120 encounters Quarter 3: 120 encounters Quarter 4: 120 encounters TOTAL: 480 encounters
Operate housing hotline to identify individuals in need, divert them from emergency shelter services, and connect them with the appropriate level of assistance.	Quarter 1: 240 referrals Quarter 2: 240 referrals Quarter 3: 240 referrals Quarter 4: 240 referrals TOTAL: 960 referrals
Provide outreach/homeless intervention to those on the street.	Quarter 1: 20 unique interventions Quarter 2: 20 unique interventions Quarter 3: 20 unique interventions Quarter 4: 20 unique interventions TOTAL: 80 unique interventions
Provide emergency rental assistance for those at risk of becoming homeless.	Quarter 1: 10 Diversions Via Rental Assistance Quarter 2: 10 Diversions Via Rental Assistance Quarter 3: 10 Diversions Via Rental Assistance Quarter 4: 10 Diversions Via Rental Assistance TOTAL: 40 Diversions Via Rental Assistance
Provide Rapid Rehousing to homeless individuals and families via CVAG Program.	Quarter 1: 6 unduplicated households Quarter 2: 3 unduplicated households (9 total) Quarter 3: 6 unduplicated households (9 total) Quarter 4: 3 unduplicated households (9 total) TOTAL: 18 unduplicated households
Provide Rapid Rehousing and Permanent Supportive housing to homeless individuals and families via Other leveraged programs.	Quarter 1: 30 unduplicated households Quarter 2: 6 unduplicated households (30 total) Quarter 3: 6 unduplicated households (30 total) Quarter 4: 6 unduplicated households (30 total) TOTAL: 48 unduplicated households

Provide case management to secure housing stability and appropriate linkages to community and mainstream resources. (CVAG and Other)	Quarter 1: 36 unduplicated households Quarter 2: 9 unduplicated households (36 total) Quarter 3: 12 unduplicated households (36 total) Quarter 4: 9 unduplicated households (36 total) TOTAL: 66 unduplicated households
Provide behavioral health support to those in housing. (CVAG and Other)	Quarter 1: 20 unduplicated households Quarter 2: 6 unduplicated households Quarter 3: 6 unduplicated households Quarter 4: 6 unduplicated households TOTAL: 38 unduplicated households
Provide employment support to those in housing. (CVAG and Other)	Quarter 1: 20 unduplicated households Quarter 2: 6 unduplicated households Quarter 3: 6 unduplicated households Quarter 4: 6 unduplicated households TOTAL: 38 unduplicated households

Crisis Stabilization Housing	
Provide emergency housing to homeless individuals and families in scattered site housing units.	Quarter 1: 18 unique individuals Quarter 2: 24 unique individuals Quarter 3: 24 unique individuals Quarter 4: 24 unique individuals TOTAL: 90 unique individuals
Provide case management to connect individuals with appropriate resources and exit that emergency housing as quickly as possible into more stable non-emergency housing	Quarter 1: 18 unique individuals Quarter 2: 24 unique individuals Quarter 3: 24 unique individuals Quarter 4: 24 unique individuals TOTAL: 90 unique individuals
Provide laundry tokens weekly, clothing as needed with a voucher, toiletries, and food support.	Quarter 1: 18 unique individuals Quarter 2: 24 unique individuals Quarter 3: 24 unique individuals Quarter 4: 24 unique individuals TOTAL: 90 unique individuals



Date: September 26, 2017

To: BOARD OF DIRECTORS

Subject: Memorandum of Understanding (MOU) with the City of Palm Springs – matching funds from West Valley Homelessness Initiative

Staff recommendation: consideration to approve, in concept, the MOU between the Desert Healthcare Foundation (DHCF) and The City of Palm Springs (CITY) for the matching funds from the West Valley Homelessness Initiative *contingent* on acceptance at a future date by DHCF Board of Directors and Palm Springs City Council that:

- Staff of DHCF and CITY will jointly develop acceptable deliverables with measurable outcomes and timeline for the Wrap Around Services Program and increased personnel for the Mental Health Housing Crisis Response Team
- Staff of DHCF and CITY will jointly develop acceptable a payment and reporting structure

This draft MOU will also be agendized for approval at the PS City Council meeting of October 3, 2017.

BACKGROUND

On April 25, 2017, the Desert Healthcare Board of Directors approved a collaborative/collective fund, up to \$2 million, that supports programs and infrastructure to address the homelessness crisis in the Coachella Valley. The fund will be supported by various funding agencies including foundations and corporations. Strategies to accomplish the overall goal would be developed based on community needs and priorities and in accordance with funder's guidelines; DHCF would ultimately be responsible for the administration of all funds.

At the May 23, 2017 Desert Healthcare District Board of Directors meeting, the directors discussed priorities in their leadership role of the organization's WEST VALLEY HOMELESSNESS INITIATIVE and ultimately approved at their June 27, 2017 meeting, to fully fund the West Valley Homelessness Initiative collective fund in the amount of \$2 million, which includes all funding availability for future matches.

At the June 27, 2017 Board of Directors meeting, the District board also approved an innovative collaborative with the City of Palm Springs in matching funds to support

wrap around services \$100,000 (case manager & employment specialists at specially selected sites serving the homeless) and \$350,000 expanded personnel (Mental Health Housing Crisis Team- pairing non-uniformed police officers with County Mental Health behaviorists) for a \$450,000 match total.

MOU Finalization: Minor changes/revisions will be made for clarification purposes by DHCF Board of Directors and Legal Counsel and Palm Springs City Council and City Manager prior to execution.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PALM SPRINGS
AND
DESERT HEALTHCARE FOUNDATION

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of, _____, 2017, by and between the City of Palm Springs, a California Chartered City (“City”) and the Desert Healthcare Foundation, a California 501(c) (3) public benefit corporation (“Foundation”) for the purpose of the Foundation assisting in the homelessness crisis by participating in the City’s Wrap Around Services Program and expansion of the Mental Health Housing Crisis response Team

WHEREAS, the City provides case managers and employment specialists to assist individuals in obtaining housing, employment and other benefits (“Wrap Around Services”); and

WHEREAS, the City has also established a Mental Health Housing Crisis Response Team which provides outreach efforts to engage homeless individuals and others that are in need of mental health services including increasing placement and referrals in treatment of behavioral health disorders; and

WHEREAS, in 2017 the Desert Healthcare District (“District”), as part of its three-year strategic plan, challenged communities in the Coachella Valley to partner with the Foundation in combating homelessness by providing matching fund opportunities through a collective fund of the Foundation for programs like the Wrap Around Services and the Mental Health Housing Crisis Response Team that will match dollar for dollar funding for these types of programs.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. City Responsibilities

City will retain and manage the case managers and employment specialists who will be based at the County-owned facility when it is established, with rotation among other facilities where the homeless access services, including assisting individuals in obtaining housing and employment and benefits related to the Cities Wrap Around Services Program. City will also increase coverage from 4 to 8 personnel to cover nights and weekends of the Mental Health Housing Crisis Response Team to increase placement and referrals for individuals in the treatment of behavioral health disorders.

2. Foundation Contribution

The Foundation will provide matching grants of up to \$100,000 for the Wrap Around Services program and up to \$350,000 for the increased coverage at the Mental Health Housing Crisis Response Team for fiscal year 2017/2018 for dollar-for-dollar matches from the City. The Foundation matching funds will only be paid upon satisfactory verification of payment from the City to the Wrap Around Services Program and to the Mental Health Housing Crisis Response Team. Matching funds shall only be used for the purposes of the Wrap Around Services Program and increased staffing of the Mental Health Housing Crisis Response Team. The Foundation intends to contribute in future years, but such contributions will be discretionary and conditioned on successful outcomes during the first fiscal year.

3. Deliverables

Attached as Exhibit "A" are the deliverables and timeline for the Wrap Around Services Program and the increased personnel for the Mental Health Housing Crisis Response Team.

4. Restrictions and Reporting

The funds received by City from the Foundation are designated only for the operations of the Wrap Around Services Program and the increase in coverage of personnel to cover nights

and weekends of the Mental Health Housing Crisis Response Team. City will provide the Foundation with quarterly written reports and budget progress reports with measurable outcomes.

5. Cancellation

This MOU may be cancelled with or without cause by either party upon 45-days written notice to the other party.

6. Effective Date

The effective date of this MOU shall be _____, __, 2017.

7. Term

This MOU shall continue in effect for two years from the effective date or until terminated by either party.

8. Modification

This MOU may not be modified except by written agreement executed by duly authorized representatives of each party.

Desert Healthcare Foundation

City of Palm Springs

By: _____

By: _____

Carole Rogers, President

To Be Determined



PEACEfest COACHELLA

Draft - Concept Document as of 8/17/17



Event Overview

Imagine a moment in time when people the world over gather to raise their voice for a single cause. On May 25, 1986, over 5 million Americans did just that, linking hands to make a 4,125-mile human chain that stretched from New York City to Long Beach. They were participating in Hands Across America, a massive charity event founded to raise money for and draw attention to homelessness and hunger.

There is no greater blessing in life than to have an opportunity to make a difference in the lives of others. While Hands across America may be a distant memory for some, it was a proud moment in our nation's history. This unique event provided people of all walks of life the opportunity to unite around a single goal, and to take a stand for something that mattered. It brought people together in a moment of true solidarity, and offered them an opportunity to help those less fortunate.

Now more than ever we need such an event to help our nation heal, to remember those who fought for freedom against tyranny and oppression and remind our brethren that the United States is One Nation under God, united we stand.

Peacefest aims to serve as a grassroots event, linking people in communities around the country through social media, and streaming of a live musical event. This will be accomplished ***through a live broadcast of "Let there be Peace on Earth," sung by a celebrity vocalist.*** Our hope is that people will be inspired to sing along with the vocalist during this performance whether they are at home, in a restaurant, sports arena, park or other public venue, and that they will be inspired to take a stand, hope and pray for a peaceful and just nation for all.