



**DESERT HEALTHCARE DISTRICT
SPECIAL BOARD MEETING
Board of Directors
August 17, 2017
3:00 P.M. - 4:00 P.M.**

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:

13722 Washougal River Road, Washougal, WA 98671– President Rogers

Page(s)	AGENDA	Item Type
	<i>Any item on the agenda may result in Board Action</i>	
	A. CALL TO ORDER – President Rogers Roll Call ____Director Zendle ____Director Wortham ____Director Matthews ____Vice-President Hazen ____President Rogers	
	B. PLEDGE OF ALLEGIANCE	
	C. APPROVAL OF AGENDA	Action
	D. PUBLIC COMMENT At this time, comments from the audience may be made on items <u>not</u> listed on the agenda that are of public interest and within the subject-matter jurisdiction of the District. The Board has a policy of limiting speakers to no more than three minutes. The Board cannot take action on items not listed on the agenda. Public input may be offered on agenda items when they come up for discussion and/or action.	
	E. OLD BUSINESS 1. Consideration to approve a professional service agreement for Kaufman Hall to provide consulting services for programs and services, facilities and funding.	Action
	2. Consideration to approve four job descriptions for the job titles consistent with the June 2017 enactment of the District/Foundation's Three-Year Strategic Plan.	Action
	F. ADJOURNMENT	



Date: August 17, 2017
To: Board of Directors
Subject: Kaufman Hall Professional Services Agreement Consideration

Staff recommendation: Consideration to approve a Professional Services Agreement for Kaufman Hall.

Background:

- At its June meeting, the Board of Directors adopted a comprehensive 3-Year Strategic Plan to guide the activities of both the District and Foundation.
- The District/Board Foundation, on its own, and/or through the use of consultants and other organizations used a significant body of information (e.g., Market Assessment, Needs Assessment, Polling), to inform the development of its new Strategic Plan.
- At the same meeting, the Board adopted the FY 2017-18 Budget that incorporates funding for the District/Foundation's major provider and service initiatives.
- Priority 1 of the Strategic Plan (Providers, Facilities and Services) commits the District/Foundation to "Provide facility, provider and service initiatives that enhance delivery system capacity and promote stable, high quality health services that respond to community needs."
- Kaufman Hall has significant expertise and knowledge to guide the Board with consulting services to ensure successful implementation of its number 1 strategic priority, specifically various initiatives related to programs and services, facilities and funding.

Fiscal Impact:

Estimated cost is \$525,000.

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August 9, 2017

Mr. Herb K. Schultz
Chief Executive Officer
Desert Healthcare District & Desert Healthcare Foundation
1140 N. Indian Canyon Drive
Palm Springs, California 92262

Mr. Chris Christensen
Chief Financial Officer
Desert Healthcare District
1140 N. Indian Canyon Drive
Palm Springs, California 92262

Dear Herb and Chris:

Thank you for spending the time last week with Kaufman, Hall & Associates, LLC (“Kaufman Hall”) to discuss Desert Healthcare District & Desert Healthcare Foundation’s (or the “District’s”) desire for consulting support as it evaluates its strategic options in light of its recently completed Strategic Plan, the seismic needs of Desert Regional Medical Center, and the potential expansion of the District (the “Client Project”). Kaufman Hall is uniquely qualified to assist you as you develop and consider those options due to our knowledge of your market and our effective integration of strategic, operational, facility, and financial planning capabilities. The following proposal describes our recommended approach to the scope of work, project schedule, project team, and fees.

SCOPE OF WORK

This engagement will be organized into two phases. **In Phase 1**, Kaufman Hall will:

- Assist the District in its capacity as the landlord of Desert Regional Medical Center in evaluating the implications of SB 1953
- Assist in developing scenarios and evaluating options in the context of the District’s recently adopted Strategic Plan, utilizing best available data and information
 - Kaufman Hall will, among other things, consider the potential expansion of the District, the scale and scope of the hospital post 2030, the potential cost of compliance with SB 1953, and possible funding for such costs
- Subject to review and approval of the District, develop and maintain a roadmap with appropriate milestones to guide and structure the discussions described above

In Phase 2 of this engagement, Kaufman Hall will build upon the work above to provide guidance to the District as it further defines its strategic vision for serving the healthcare needs of its communities as it prepares to move the expansion of the District through the LAFCO process.

SERVICES NOT INCLUDED

Kaufman Hall will not be providing any financial or service line planning in connection with this engagement. Should the District desire Kaufman Hall provide financial or service line planning, Kaufman Hall will prepare an addendum to this engagement letter outlining the services to be provided.

PROJECT TEAM

The Kaufman Hall team will be overseen by Jody Hill-Mischel, Managing Director. Steve Hollis, Senior Vice President, will lead the day-to-day effort and serve as primary point of contact for the District. Jim Medendorp, a Vice President in the Strategic and Financial Planning practice, will provide facility planning expertise, as required, to the scenario development process. Additional resources will be assigned to support the analysis as needed. The biographies of Jody, Steve, and Jim are given below.

Jody Hill-Mischel, *Managing Director*

Jody Hill-Mischel is a Managing Director of Kaufman Hall and is based in the Los Angeles office, which she directs. With more than 30 years in healthcare consulting, her expertise includes strategic financial and capital planning, strategic options assessment, merger, acquisition, divestiture, and partnership arrangements, and capital and financial advisory services. Ms. Hill-Mischel's clients include healthcare systems, academic medical centers, community medical centers, and physician groups.

Ms. Hill-Mischel has written for healthcare professional journals, including *hfm* magazine, and is a regular speaker on healthcare strategy and finance topics. Recent talks have included educational programs sponsored by the California Hospital Association, the Healthcare Financial Management Association, and the Society for Healthcare Strategy and Marketing Development. Additionally, Ms. Hill-Mischel has been a guest lecturer on healthcare management topics to graduate students at the University of Southern California Health Administration Program.

Prior to joining Kaufman Hall in 1987, Ms. Hill-Mischel was in the healthcare practice of Ernst & Young's Los Angeles office, where she was responsible for financial feasibility studies, business/product line evaluations, long-term care analyses, managed care studies, physician group planning, and capital financing projects. Prior to this, she worked in the finance departments of a major teaching hospital and a four-hospital healthcare system.

Ms. Hill-Mischel has an M.H.A. from Duke University and a B.A. from Cornell University. She also is a CPA.

Steven R. Hollis, *Senior Vice President*

Steve Hollis is a Senior Vice President in the Financial Advisory, Mergers and Acquisitions, and Strategic and Financial Planning practices, working as part of the West Coast team. His areas of focus include capital planning and formation, mergers, acquisitions, partnerships, and divestitures, and strategic and capital alignment. Mr. Hollis' clients include healthcare organizations of all types on the West Coast.

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Mr. Herb K. Schultz and Mr. Chris Christensen
Desert Healthcare District
August 9, 2017
Page 3

Mr. Hollis is a healthcare finance veteran, having served the industry since 1982, first as a commercial lender, then as consultant and investment banker. Prior to joining Kaufman Hall, Steve was a Director at Barclays and at Goldman Sachs. Prior to this, he was a Managing Director with Banc of America Securities and a Partner with Cain Brothers & Company.

Mr. Hollis has served a diverse range of clients, from the large systems such as Kaiser, Catholic Healthcare West (now Dignity Health), Peace Health, and Sutter Health, to stand-alone community hospitals, children's hospitals, and public healthcare districts. He has represented organizations as the underwriter on all types of bond issues and as a strategic and capital advisor on a wide array of merger and affiliation transactions.

Mr. Hollis has been a frequent speaker and panelist in a wide variety of healthcare forums. His work on hospital affiliations and capital formation has been published in *Health Affairs* and *Modern Healthcare*. Mr. Hollis has an M.A. from the University of California, Davis and a B.A. in Economics and Modern Languages from Leicester University in England.

James Medendorp, Vice President

Jim Medendorp is a Vice President of Kaufman Hall and a member of the firm's Strategic and Financial Planning practice. With more than 20 years of consulting experience in healthcare strategic, facility, and operations planning, Mr. Medendorp focuses on translating strategic goals into actionable and functional service distribution and facilities that are cost effective and financially sustainable. As part of his strategic planning and organizational transformation work, Mr. Medendorp has assisted numerous health systems in defining operationally feasible and cost effective service distribution and rationalization plans. These plans focus on reducing the costly redundancy that exists in most systems, while enhancing access and convenience for patients.

During his career, Mr. Medendorp has programmed and planned more than 30 replacement or new hospitals, and developed master facility plans resulting in more than \$9 billion of construction. He frequently provides second opinion reviews of proposed facility projects to identify alternative solutions that result in bringing project capital and operational costs in line with the organization's goals and financial capabilities.

Mr. Medendorp is an active speaker on current healthcare trends, frequently presenting on facility design, and cost and management issues to groups including the American Hospital Association, the Center for Healthcare Design, The Governance Institute, and other industry associations.

Prior to joining Kaufman Hall, Mr. Medendorp worked at Wellspring Valuation/Huron Consulting Group as a director leading the facility planning and hard asset valuation practice. Mr. Medendorp holds both an M.A. and a B.S. in Architecture from the University of Michigan, Ann Arbor.

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Mr. Herb K. Schultz and Mr. Chris Christensen
Desert Healthcare District
August 9, 2017
Page 4

PROJECT TIMING AND FEES

Kaufman Hall estimates that this scope of work will be completed by the end of February 2018 (with Phase 1 to be completed by November 2017). Professional fees associated with this engagement will be billed in the amount of \$75,000 per month, commencing August 2017. We estimate that Phase 1 will be completed by November 2017 and that Phase 2 will be completed by the end of February 2018.

The District may terminate this engagement at any time, with professional fees due and payable up to the date of notice of termination (the "Notification Date"). Kaufman Hall would be entitled to reimbursement of expenses (defined below) through the Notification Date. Any extension of this engagement beyond February 2018 shall be subject to mutually agreeable terms between the District and Kaufman Hall.

Should the scope or schedule change for reasons outside of Kaufman Hall's control, Kaufman Hall may be entitled to additional fees, but only on the mutual agreement of the parties.

In addition to professional fees, Kaufman Hall charges for reimbursable travel, office, and any third-party data/analytics expenses. Travel and third-party data/analytics expenses are billed as incurred and are not subject to markup. Office expenses of \$1,958 per month include report preparation, communication expenses, and express shipments, among other overhead costs. Invoices are sent at the end of each month and are due upon receipt.

AUTHORIZATION

We appreciate the opportunity to support Desert Healthcare District & Desert Healthcare Foundation. Your signature below will indicate your agreement with this proposal and the attached terms and conditions, which are incorporated herein by reference. Please sign and return via email or by fax to (847) 965-3511.

If you have any questions, please do not hesitate to contact Jody Hill-Mischel or Steve Hollis at (847) 441-8780.

Sincerely,
KAUFMAN, HALL & ASSOCIATES, LLC



/sd
Attachment

cc: Jody Hill-Mischel
Steve Hollis
Ken Kaufman

This proposal is accepted.
DESERT HEALTHCARE DISTRICT

Authorizing Signature / Date

Printed Name / Title

TERMS AND CONDITIONS FOR CONSULTING SERVICES

The following are the terms and conditions by which Kaufman, Hall & Associates, LLC (“Consultant”) will provide services to Desert Healthcare District (“District”) pursuant to the engagement letter (the “Engagement Letter”) (the “Services”) to which these Standard Terms and Conditions relate. To the extent there is any conflict or discrepancy between the terms of the Engagement Letter and these Standard Terms and Conditions, these Standard Terms and Conditions shall control.

1. **Compensation.** District shall pay Consultant the compensation for Services and reimbursement for expenses incurred in the performance of Services. Consultant will issue invoices for fees and expenses monthly. Invoices shall be due and payable upon receipt thereof. In the event District in good faith disputes an invoiced charge, payment of such disputed charge shall be due within fifteen (15) days after resolution of such dispute. All fees are exclusive of taxes. District agrees to pay any and all applicable taxes, including, without limitation, sales, use, and excise taxes, except to the extent payment of taxes is excused due to District’s tax exempt status. If applicable, District shall submit a copy of its tax exempt certificate to Consultant along with the signed Engagement Letter.
2. **Warranties.** Consultant warrants to District that (i) Consultant will perform the Services in good faith with qualified personnel in a competent and professional manner in accordance with the Engagement Letter and subject to these Standard Terms and Conditions and (ii) Consultant is not excluded from participation in any federal or state healthcare program for the provision of items or services for which payment may be made under such federal or state healthcare program, and has not arranged or contracted with any employee, contractor, or agent that is excluded from participation in any federal or state healthcare program, to provide items or services hereunder.
3. **Ownership and Use of Materials.** In the course of rendering the Services, Consultant may create and provide to District documents which include (i) District internal data, analyses, recommendations, and similar items (collectively, “Client Content”), and (ii) data and/or recommendations that have been created by Consultant for the benefit of District as part of the Services (collectively, “Consulting Data”). In the development of Consulting Data, Consultant may use algorithms, software systems, plans, processes, tracking tools, contract assessment / modeling tools, formulas, or data from 3rd party vendors, and other intellectual property owned by Consultant or which Consultant has the right to use as of or after the date hereof (including, without limitation, the format of Consultant’s reports and any improvements or knowledge Consultant develops, whether alone or with others, in the performance of the Services) (collectively, “Consultant Tools”). District shall own, solely and exclusively, the Client Content delivered under the Engagement Letter and any and all of District’s Confidential Information (as defined below). District agrees that Consultant shall own, solely and exclusively, all Consultant Tools and all intellectual property rights therein whether or not registerable (including without limitation patents and inventions, trademarks, service marks, logos and domain names and all associated goodwill, copyrights and copyrightable works and rights in data and databases, and trade secrets, know-how and other confidential information). Client acknowledges and agrees that Consultant may, and reserves the right to, use the Client Content and any information and data generated by the Consultant Tools, solely in an aggregated, non-personally identifiable manner in order to create and improve the compilations, statistical analyses, or benchmarks provided by Consultant in any services (collectively, “Aggregate Data”) as long as the resulting information does not identify District and District hereby grants to Consultant a perpetual, irrevocable, royalty-free license to use the Client Content, solely as described herein. All right, title and interest in and to the Aggregate Data shall inure to the sole and exclusive benefit of Consultant. With respect to any Consulting Data that is contained in any documents delivered by Consultant to Client, Consultant grants District a royalty free, paid up, non-exclusive, perpetual license to use the Consulting Data solely in connection with District’s internal use of the documents and for no other purpose. District acknowledges and agrees that all Consulting Data (including any advice, recommendations, information, or work product incorporated into the Consulting Data) provided to District by

Consultant in connection with the engagement is for the sole internal use of District, including all subsidiaries of District, and may not be used or relied upon by any third party; provided that District may incorporate into documents that District intends to disclose externally Consultant summaries, calculations or tables based on District information contained in Client Content, but not Consultant's recommendations or findings. Consultant retains all rights not expressly granted to Client hereunder.

4. **Confidentiality**

4.1 **District Confidential Information.**

- a. Any and all documentation, data, opinions, information, and communications made or furnished by District to Consultant in connection with the Services shall remain proprietary to District and shall be held by Consultant and any Consultant subcontractor in strict confidence and shall not be released, copied, or disclosed by Consultant or any Consultant subcontractor without the prior written consent of District ("District Confidential Information").
- b. Notwithstanding the foregoing or anything to the contrary herein, District's Confidential Information shall not include any information that:
 - i. At the time of disclosure is or thereafter becomes available to the general public (other than as a result of a disclosure by Consultant in violation of this agreement);
 - ii. Is received by Consultant on a non-confidential basis from a third-party without a known duty of confidentiality to District; or
 - iii. Is independently developed by Consultant without reliance on District's confidential information.
- c. Upon completion of the Services, upon District's written request, Consultant will return to District (or destroy) all tangible copies of District's Confidential Information in Consultant's possession as a result of the Services.
- d. Notwithstanding the foregoing, Consultant shall be permitted to retain a copy of the Client Content and work papers created by Consultant in the provision of the Services for archival purposes. Consultant agrees to be bound by the confidentiality provisions herein for so long as District's Confidential Information remains in Consultant's possession.

4.2 Consultant Confidential Information. The Consulting Tools and the Engagement Letter, including the terms therein (including, without limitation, pricing) and these Standard Terms and Conditions, shall remain proprietary to Consultant and shall be held by District in strict confidence and shall not be released, copied, or disclosed by District without the prior written consent of Consultant ("Consultant Confidential Information").

4.3 Restrictions on Use. The parties agree to use the same degree of care in the handling of the other party's Confidential Information that each party employs to protect its own confidential information, but no less than a reasonable degree of care.

4.4 Compelled Disclosures. In the event a party is compelled to disclose the Confidential Information of the other party to comply with any applicable law, order, regulation, or ruling, the compelled party shall (if not prohibited by applicable law, order, regulation, or ruling) provide prompt notice of the same to the disclosing party in order to allow such party to take necessary action to protect its confidential information, including to seek a protective order, as appropriate, and will cooperate with the disclosing party, at disclosing party's expense, in protecting the confidentiality of the confidential information in a lawful manner. Notwithstanding the foregoing, nothing in these Standard Terms and Conditions shall prevent either party from complying with all such compelled legal disclosures.

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5. **Audit.** Until the expiration of four (4) years after the furnishing of the Services, Consultant shall make available upon request of the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Engagement Letter, these Standard Terms and Conditions, books, documents, and records of Consultant that are necessary to certify the nature of the cost claimed to Medicare with respect to the Services.
6. **Responsibilities, Liabilities, and Indemnification.** District recognizes that this engagement is not intended to shift to Consultant risks that are normally borne by District. It is therefore understood and agreed that:
 - a. The Services may include advice and recommendations, but all decisions to implement or not implement any such advice and recommendations shall be the sole responsibility of, and made solely by, District. District shall make all management decisions on its own behalf and shall designate individual(s) who possess suitable skill, knowledge, and experience to oversee the engagement and evaluate Client Content on District's own behalf. District will cooperate with Consultant in the performance of the Services and will provide or arrange to provide timely access to and use of District personnel, facilities, equipment, data, and information to the extent necessary for Consultant to perform the Services. District acknowledges that Consultant will base its conclusions and recommendations on the material, data, and information furnished by District and third parties, and Consultant has no responsibility to independently validate such material, data, and other information, and may rely upon the accuracy and completeness of such data, material, and other information, and Consultant does not warrant that any particular result will occur.
 - b. District further understands that certain statements and recommendations made by the Consultant will be based on or may contain projections and forward-looking statements, including, without limitation, statements as to trends, District management's or the Consultant's beliefs and expectations regarding future circumstances and events, and opinions (based upon a number of assumptions and recommendations) that ultimately may prove to be inaccurate. Forward-looking statements are neither historical facts nor assurances of future performance. Instead, they are based only on current beliefs, expectations and events and trends, the economy and other future conditions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. District's actual results may differ materially from those indicated in the forward-looking statements. Consultant undertakes no obligation to update any forward-looking statement.
 - c. Except to the extent otherwise provided in Paragraph 6(d) below, in no event shall Consultant's liability to District under or with respect to this agreement exceed the amount of payments actually received by Consultant from District for the Services. District agrees that this limitation applies: (i) regardless of the nature of the claim, whether alleged as a breach of contract, tort, negligence, strict liability, or any other legal theory; (ii) whether or not District has been advised of the possibility of such damages; and (iii) notwithstanding any failure of essential purpose of any limited remedy provided. In no event shall Consultant be liable to District for any lost profits, or for any indirect, special, consequential, reliance, incidental, or punitive damages whatsoever.
 - d. Consultant will indemnify, hold harmless, and defend (by employment of competent legal counsel selected by Consultant reasonably acceptable to District), District and its employees, officers, directors, and agents, from and against any and all claims, demands or actions brought by third parties, and any resulting losses, liabilities, costs, and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorney's fees and expenses) (hereinafter individually and collectively referred to as "Claims") that arise out of bodily injury or damage to tangible personal property suffered by a third party directly and proximately caused by the acts or omissions of Consultant or any employee or

- agent of Consultant while physically present on the premises of District. Obligations arising out of this section 6(d) shall apply only in proportion to the extent of the act or omission of the employee or agent.
- e. District will indemnify, hold harmless, and defend (by employment of competent legal counsel selected by District reasonably acceptable to Consultant) Consultant and its employees, officers, directors, and agents, from and against any and all Claims that arise out of, or are directly or indirectly related to the Client Project.
 - f. District agrees to pay all costs and expenses that are incurred by Consultant (including expenses of Consultant's counsel) to deal with or otherwise respond to any regulatory inquiries, legal investigations, or other legal process of any kind (a "Proceeding") that is connected with, arises out of, or relates to the Client Project, unless Consultant is the subject of any such Proceeding.
 - g. An indemnifying party hereunder may not agree to settle or dispose of any claims against an indemnified party if such settlement or disposal imposes an affirmative obligation on the indemnified party, except with indemnified party's express written consent.
7. **Marketing and Advertising.** After completion of the Services or upon public announcement, District acknowledges that Consultant may use District's name and description of Consultant's Services in its marketing materials, or place an announcement in such newspapers, periodicals, and electronic media, including, but not limited to, website postings and other media as it may choose, stating that Consultant has acted as the advisor to District in connection with the Services contemplated herein. District shall have the right to approve the first use of any such advertisement; however, District agrees that such consent will not be required for Consultant to merely identify District as a client or as a client in connection with the Services.
 8. **Governing Law.** The Engagement Letter and these Standard Terms and Conditions shall be governed in accordance with the laws of the State of Illinois, without regard to conflicts of law provisions.
 9. **Non-Solicitation.** The parties agree not to solicit or cause to be solicited the employment of any personnel of the other without first obtaining the written authorization of the other, during the term of this agreement and continuing for a period of twelve (12) months thereafter. Solicitations via any media of general availability, such as newspapers or trade publication advertisements, internet listing or similar solicitations not targeted at specific employees, and to which individuals choose to respond, shall not constitute a violation of this provision.
 10. **Independent Contractor.** It is understood and agreed that Consultant is an independent contractor and not an agent, employee, or representative of District. Any conduct in which Consultant engages in connection with or in the performance of the engagement shall be solely in its capacity as an independent contractor, and nothing in the Engagement Letter or these Standard Terms and Conditions shall be construed to the contrary.
 11. **Assignment.** Neither party may assign the Engagement Letter without the written consent of the other party, which consent will not be unreasonably withheld; provided, however, that Consultant may assign or transfer its rights, or delegate its duties, under this agreement, in whole or in part, to an affiliate of Consultant or to any successor to, or purchaser of Consultant's assets or pursuant to a change in control.
 12. **Severability.** In the event that any term or provision of the Engagement Letter or these Standard Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder of the Engagement Letter and these Standard Terms and Conditions shall not be affected. Upon such determination that any term or provision is invalid, void, or unenforceable, the parties shall

negotiate in good faith to modify the affected term or provision to effect the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated thereby and hereby may be consummated as originally contemplated to the greatest extent possible.

13. **Amendment; Waiver.** The Engagement Letter and these Standard Terms and Conditions may only be amended, modified, or supplemented by an agreement in writing signed by the duly authorized representative of the parties. No waiver of breach of any provision of the Engagement Letter or these Standard Terms and Conditions by either District or Consultant shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing and signed by an officer of the other party.
14. **Entire Agreement.** It is understood and agreed that the Engagement Letter together with all exhibits and schedules, and these Standard Terms and Conditions, constitute the entire agreement between District and Consultant regarding the Services and supersede all other prior or contemporaneous oral and written representations, understandings, or agreements related thereto, including any confidentiality agreements previously entered into, none of which prior or contemporaneous matters shall be binding.
15. **Form of Signature.** The parties agree that the Engagement Letter and these Standard Terms and Conditions shall be deemed fully executed by affixing a duly authorized District representative and a duly authorized Consultant representative signature to the Engagement Letter attached hereto, whether by original, electronic, or facsimile signature.
16. **Data Submissions.** Consultant may from time to time, in support of the Services, require data files from District. Consultant and District agree to the following:
 - a. Consultant will not accept any file that contains a person's Social Security Number ("SSN") or patient name;
 - b. Consultant will only accept Protected Health Information ("PHI" as defined by the HIPAA/HITECH rules 45 C.F.R. Parts 160 and 164) if such PHI is required to provide the Services;
 - c. Files received by Consultant containing SSN, patient name, or unnecessary PHI will be deleted from all locations in the Consultant's email, network, website, and computers and District will receive email notification of the steps taken;
 - d. If Consultant has been or is granted access to PHI, Consultant and District shall enter into a mutually agreeable, HIPAA/HITECH compliant Business Associate Agreement prior to Consultant receiving any data that includes PHI; and
 - e. Consultant will only accept files containing PHI via Consultant's FTP site or District's FTP site and:
 - i. These files must require a password to open which needs to be sent to the Consultant representative via a separate email; and
 - ii. These files must contain only the minimum necessary data for Consultant to provide the Services.

Failure by either party to comply with the provisions of this Section 16 may result in a Security Incident as such is defined in the HIPAA/HITECH rules.



Date: August 16, 2017

To: Board of Directors

Subject: Job Descriptions for Job Titles approved with the 3-Year Strategic Plan

Staff Recommendation: Consideration to approve four job descriptions, two for new responsibilities of existing staff and two new positions.

Background:

- At its May Special Meeting, the Board of Directors reviewed the first draft of a comprehensive 3-Year Strategic Plan
- Included as a part of the Strategic Plan was an Organizational Infrastructure and Staffing Plan.
- The Organizational Infrastructure and Staffing Plan, including four draft job descriptions, were the subject of significant Board Member and Community input.
- Two job descriptions were for new responsibilities of existing staff and two new positions, at that meeting.
- At its June meeting, the Board of Directors adopted the comprehensive 3-Year Strategic Plan (inclusive of the Organizational Infrastructure and Staffing Plan) to guide the activities of both the District and Foundation.
- Since June, Staff and Program Consultant Mary Odell have worked to finalize the job descriptions, taking into account additional Board Member, Staff, and community input.
- Compensation was adopted by the Board with the FY2017-18 Budget at its June 27, 2017 Meeting.

Chief Operating Officer

Description

The Chief Operating Officer (COO) is a member of the senior management team who works closely with the Chief Executive Officer (CEO) to advance the District/Foundation's vision, mission and growth while building and sustaining a positive staff culture of inclusion, respect, quality and excellence. The COO has operational responsibility for day-to-day leadership and management of the organization, and implementation of the Board's comprehensive three-year Strategic Plan. He/she collaborates with Chief Executive Officer to develop and implement operational strategies, including systems, protocols and procedures, appropriate objectives and key performance criteria. The COO ensures systems are in place to recruit, train, retain, support and evaluate a motivated and diverse staff. In addition, the position is responsible for overseeing and participating in grantmaking, including assisting the Board, senior management and the grantmaking team in developing strategic priorities for its grantmaking, and maintaining a thorough understanding of all grants, including their history and impact.

Principal Duties and Responsibilities

1. Provides a strong day-to-day leadership presence and supervises four staff members.
2. With the CEO, implements the Board's comprehensive three-year Strategic Plan.
3. Collaborates with the Board, senior management and the grantmaking team to refine strategic grantmaking priorities and develop major grant initiatives.
4. Provides day-to-day oversight of grantmaking staff and participates in grantmaking activities, especially major grants and grantmaking initiatives and/or collaboratives.
5. Effectively represents the District/Foundation effectively with both internal and external constituents.
6. Oversees all aspects of the grantmaking process to ensure effective grantmaking
 - a. Systems, protocols and procedures for the solicitation appropriate proposals, data collection, evaluation and report production
 - b. Support services for grant seekers and grantees
 - c. Management reports on grants in process, grants awarded and closed grants
 - d. Professional development for grantmaking staff
7. Establishes a strong network of collaborative relationships with community resources and other grantmakers.
8. Seeks out and identifies ways to leverage District/Foundation resources in partnership with other grantmaking and/or government entities.
9. Collaborates with and provides day-to-day oversight of communications and marketing activities.
10. Responsible for oversight of technology infrastructure and investments.

Reporting Relationship

Reports to the Chief Executive Officer.

Qualifications and Experience

- Minimum Bachelor's Degree; advanced degree strongly preferred
- Minimum of 10 years of relevant professional experience, a thorough understanding of programmatic and operational functions, including 5 to 7 years' grantmaking experience
- Commitment to the District/Foundation's vision, mission and values
- History of success in previous work experience pertinent to the position
- Excellent written and oral communication skills
- Strong character and sound judgment as a thought partner and decision maker
- Proven leadership abilities and management skills
- Excellent communication, team building and interpersonal skills
- Well-developed problem solving skills; able and willing to take charge of situations when necessary
- Thorough understanding of grantmaking protocols and procedures
- Capacity to adapt and balance program delivery with budgetary realities

Working Conditions

- General office environment
- Physical demands include lifting and moving equipment and supplies up to 25 pounds
- Occasional weekend, late afternoon, and evening hours
- Punctuality and satisfactory attendance are essential functions of the job

Compensation

Exempt position commensurate with experience. The District/Foundation offers a competitive benefits package.

Senior Program Officer

Description

In addition to performing the duties of a program officer, the Senior Program Officer works in collaboration with the Chief Operating Officer, program staff and grantees to identify grantmaking opportunities which further the District/Foundation's charitable purpose and advance the realization of the Board-approved strategic plan. The Senior Program Officer plays a lead role in the grantmaking process, applying in-depth knowledge and expertise of healthcare issues and providing programmatic expertise to promote the conditions that enable Coachella Valley residents to accomplish their maximum health potential. Responsibilities may include participating in the development of grantmaking initiatives, monitoring the progress of Foundation-supported projects, facilitating efforts of grantees, disseminating learnings, and pursuing opportunities for collaboration. The Senior Program Officer is a key District/Foundation external ambassador in the community.

Principal Duties and Responsibilities

1. Represent the District/Foundation and interpret its policies and procedures to the general public.
2. Remain abreast of current research, activities, trends and healthcare policy by reviewing literature relevant to District/Foundation program interests.
3. Disseminate pertinent information to District/Foundation staff and apply to guidance given to applicants.
4. Initiate/contribute to the design and implementation of new and ongoing initiatives.
5. Participate and provide leadership in program evaluation.
6. Actively participate as a member of the grant making team, interacting with other program staff and providing support and guidance.
7. Grants development and monitoring:
 - a. Identify opportunities and solicit appropriate requests
 - b. Assist applicants in the preparation of proposals, including performance indicators and budgets
 - c. Conduct site visits
 - d. Prepare summaries for presentation to the Board
 - e. Review progress and expenditure reports
 - f. Respond to grantee requests and problems and clarify discrepancies
 - g. Prepare evaluation reports
8. Attend board meetings.
9. Participate in strategic planning, partnering with the District/Foundation board, leadership and program staff to identify strategic objectives and direction.
10. Develop and manage strategic relationships with key nonprofit service providers and other funders. As appropriate, convene grantees and subject matter experts to advance collective action, networking and learning.
11. Build and maintain a network of foundation colleagues and other key partners.
12. Align, lead and collaborate with other funders to identify partnership opportunities.

13. Participate in relevant conferences, seminars, and other professional development activities to maintain and enhance expertise and professional status.

Reporting Relationship

Reports to the Chief Operating Officer.

Qualifications and Requirements

- Advanced degree (e.g., MA, MPH, MJ, MBA, MPP, JD) and at least 6 years of relevant work experience (A combination of education and experience may be substituted for the education requirements.)
- Commitment to the District/Foundation's vision, mission and values
- Proven ability to work well with diverse groups with flexibility, efficiency, enthusiasm, and diplomacy both individually and as member of a team
- Ability to listen critically, learn from others, and build consensus
- Demonstrated sound judgment
- Demonstrated ability to lead and build relationships by gaining the respect and trust of others
- Well-developed set of organizational skills; experience handling multiple priorities effectively and meeting deadlines
- Excellent analytical, written and verbal communication skills, including oral presentation skills
- Highly developed sense of personal and professional integrity, along with a sense of humor
- Confidence, courtesy, professionalism, and the ability to maintain confidences
- Ability to travel, including site visits and representation at outside meetings

Working Conditions

- General office environment
- Physical demands include lifting and moving equipment and supplies up to 25 pounds
- Occasional weekend, late afternoon, and evening hours required
- Punctuality and satisfactory attendance are essential functions of the job

Compensation

Exempt position commensurate with experience. The District/Foundation offers a competitive benefits package.

Program Officer and Outreach Director

Description

Under the leadership of the Chief Operating Officer, the Program Officer and Outreach Director assists in developing, managing and evaluating a portfolio of grants and initiatives and serves as the Foundation's Outreach Director across the Coachella Valley. He/she staffs the East Coachella Valley office two days per week. The Program Officer and Outreach Director guides nonprofit organizations through the entire application process. As one of the primary liaisons with the community, the Program Officer and Outreach Director is expected to develop and maintain a variety of relationships with stakeholders, other funders, experts in the field of community health, and others while maintaining knowledge of current trends, activities and changes within the community at-large.

Principal Duties and Responsibilities

1. With the grantmaking team, contributes to implementing the grantmaking strategy.
2. Interprets District/Foundation policies and procedures to the general public.
3. Serves as the Outreach Director across the Coachella Valley; staffs the East Coachella Valley Office two days per week; is the lead liaison responsible for cultivating and sustaining strong relationships with community stakeholders, other funders, and subject matter experts in the field of community health.
4. Provides community information and education regarding cvHIP (Coachella Valley Health Information Portal), the online directory of health resources in the Coachella Valley developed by the District/Foundation, and other important resources.
5. On occasion, represents the District/Foundation at community events and award ceremonies.
6. Supports the establishment of new partnerships with relevant stakeholders, policy makers, opinion leaders, corporations, business, civic institutions and other funders to advance the District/Foundation's mission, values, and strategic vision.
7. Evaluates and makes recommendations regarding current operating programs such as the Nutrition Education and Obesity Prevention program.
8. Provides technical assistance to grantees as needed and supports successful implementation of programs.
9. Grants development and monitoring:
 - a. Identify opportunities and solicit appropriate requests
 - b. Assist applicants in the preparation of proposals, including performance indicators and budgets
 - c. Conduct site visits
 - d. Prepare summaries for presentation to the Board
 - e. Monitors grant activity through on-site and telephone contact with grantees
 - f. Review progress and expenditure reports
 - g. Respond to grantee requests and problems and clarify discrepancies
 - h. Prepare evaluation reports

10. Assists with program research; reviews program and grant outcomes, analyzes data to inform future grant strategy development and management.
11. Establishes and maintains collaborative and cooperative working relationships with staff as appropriate and necessary.

Reporting Relationship

Reports to the Chief Operating Officer.

Qualifications and Requirements

- Minimum Bachelor's Degree; advanced degree strongly preferred
- At least 5 years of relevant work experience, preferably in a grantmaking organization
- Commitment to the District/Foundation's vision, mission and values
- Experience working collaboratively across the nonprofit, private, and public sectors
- Programmatic knowledge base in community health and wellness
- Expertise in nonprofit operations, management and structure; capacity to provide technical assistance to nonprofit service providers
- Strong analytical, program management, and written and oral communication skills
- Effective time management skills, with demonstrated ability to manage a diverse and demanding workload
- Knowledge of and experience addressing issues impacting underserved communities, including a good understanding of community organizing and local government policies and processes
- Highly developed sense of personal and professional integrity, along with a sense of humor
- Demonstrated capacity to work effectively as a member of a team
- Confidence, courtesy, professionalism, and the ability to maintain confidences
- Valid driver's license and automobile for business use
- Spanish language competency is desirable

Working Conditions

- General office environment
- Physical demands include lifting and moving equipment and supplies up to 25 pounds, Occasional weekend, late afternoon, and evening hours required
- Punctuality and satisfactory attendance are essential functions of the job

Compensation

Exempt position commensurate with experience. The District/Foundation offers a competitive benefits package.

Director, Communications and Marketing

Description

The Director of Communications and Marketing will set and guide the strategy for the development and implementation of all communications, website, social media and public relations messages and materials to consistently articulate the District/Foundation's mission and maximize its capacity to connect those in need to health and wellness services/programs. Possessing excellent written and verbal communication skills, he/she will be responsible for building and maintaining a strong public presence, working closely with senior management, the grantmaking team, and external audiences. The Position will research market trends, optimize digital communication platforms, manage media relations, identify outreach initiatives, and oversee brand management and design. In coordination with the Board and senior management, he/she will identify and set the goals and objectives of an annual communications and marketing plan, integrating marketing and communications with grantmaking activities.

Principal Duties and Responsibilities

1. Serve as the key staff person on communications and marketing issues including media relations and crisis management.
2. Manage all media contacts.
3. In collaboration with the Board, senior management and the grantmaking team, develop, implement and evaluate an annual strategic communications plan to achieve the District/Foundation's programmatic, expansion-related priorities and broader public awareness goals.
4. Manage and oversee the development, distribution and maintenance of all print and electronic materials AND the website, ensuring that new and consistent information is posted regularly. Maximize online marketing opportunities including search engine optimization and social networking opportunities.
5. Manage and oversee the marketing, growth and maturation of cvHIP (Coachella Valley Health Information Portal), the online directory of health resources in the Coachella Valley developed by the District/Foundation, and other important resources.
6. Ensure that third party websites (e.g., grantees, public sector) contain appropriate current information about District/Foundation activities. Ensure that links are established and maintained with appropriate organizations.
7. Ensure that all printed materials are effective, produced to a high standard within budget, and delivered on time to the appropriate target audience.
8. Provide strategic advice on communications and marketing to the Board, Staff Team, and external audiences.
9. Collaborate with other health and wellness organizations to develop joint initiatives to market and promote key community health activities.
10. Track and evaluate the impact and success of marketing campaigns and contribute to reports for the Board.

Reporting Relationship

Reports to the Chief Operating Officer

Qualifications and Requirements

- Minimum bachelor's degree in communications, marketing, or a related relevant field
- Minimum 10 years' relevant experience in communications. Experience working on health-related issues is strongly preferred
- Commitment to the District/Foundation's vision, mission and values
- Excellent writing/editing and verbal communication skills
- Superb analytical skills with thorough knowledge of marketing principles, brand, product and service management
- Entrepreneurial spirit
- Self-starter, able to work independently and enjoy creating and implementing new initiatives
- Highly collaborative style with experience developing and implementing communications strategies.
- Relationship builder with high energy, maturity, flexibility and leadership ability
- Sincere commitment to working collaboratively with all constituent groups

Working Conditions

- General office environment
- Physical demands include lifting and moving equipment and supplies up to 25 pounds
- Occasional weekend, late afternoon, and evening hours
- Punctuality and satisfactory attendance are essential functions of the job.

Compensation

Exempt position commensurate with experience. The District/Foundation offers a competitive benefits package.