

Fallbrook Regional HEALTH DISTRICT

AGENDA
FALLBROOK REGIONAL HEALTH DISTRICT
FINANCE COMMITTEE OF THE WHOLE
NEW LOCATION AND TIME
Wednesday, January 2, 2019 at 5:30 P.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028

Committee Members: Finance Committee of the Whole, Jennifer Jeffries, Chair

Staff Members: Chief Executive Officer Bobbi Palmer & Administrative Assistant Linda Bannerman

Consultants: accountant Kathy Bogle, bookkeeper Wendy Lyon and property manager Roy Moosa

1. Call to Order/Roll Call
2. Public Comments
3. Review of Financial Statements for November 2018
 - 1) Balance Sheet Comparison of November 2018 to October 2018
 - 2) Income Statement for the Month Ended November 30, 2018 & Fiscal Year to Date
 - 3) Profit & Loss Actual vs Budget – July 2018 through November 2018
 - 4) Profit & Loss Budget Overview July 2018 through June 2019
 - 5) Local Agency Investment Fund (LAIF) Statement – November 2018
 - 6) CalTRUST Statement – November 2018
 - 7) Property Tax Revenue – Fiscal Year to Date
 - 8) Check Detail Report – November 2018
 - 9) Checkbook Report – November 2018
4. Discussion Items
 - 1) Review bank services/interviews
 - 2) Update regarding roof repairs for the Alvarado Street and Brandon Road and Wellness Center properties – Roy Moosa, Property Manager
 - 3) Update designation of individuals authorized to deposit or withdraw funds in LAIF account
 - 4) Facilities maintenance requirements
 - 5) Review lease with MedPlus Urgent Care
 - 6) Consideration of Automatic Data Processing, Inc. (ADP) for payroll and human resources
5. Closed Session
 - 1) CONFERENCE WITH LEGAL COUNSEL RE: POTENTIAL LITIGATION PER GOVT CODE 54956.9(d)(2) - one case.
6. Return to Open Session
7. Adjournment

I certify that on December 28, 2018, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Fallbrook Regional Health District, said time being at least 72 hours in advance of the meeting of the Finance Committee.


Board Secretary/Clerk

**FALLBROOK REGIONAL HEALTH DISTRICT
BALANCE SHEET COMPARISON**

Comparison of November 2018 to October 2018

	Nov 30, 18	Oct 31, 18	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
102.2 · Cash in Bank - Operating	185,059.94	506,499.99	(321,440.05)
102.6 · Cash in Bank -LAIF	1,480,560.27	1,480,560.27	0.00
102.9 · Cal Trust Investment Account	6,767,628.30	6,748,515.68	19,112.62
102.91 · Petty Cash	91.56	141.76	(50.20)
Total Checking/Savings	8,433,340.07	8,735,717.70	(302,377.63)
Other Current Assets			
104 · Prepaid Insurance	14,359.24	16,382.59	(2,023.35)
107 · Tax apportion receivable	633,458.19	0.00	633,458.19
110 · Reimbursmnt Rec'ble - Comm Inv	109,884.70	0.00	109,884.70
Total Other Current Assets	757,702.13	16,382.59	741,319.54
Total Current Assets	9,191,042.20	8,752,100.29	438,941.91
Fixed Assets			
121 · Equipment	59,622.88	59,622.88	0.00
121.2 · Equipment Depreciation	(31,373.84)	(30,628.38)	(745.46)
122.0 · ASSETS HELD FOR RESALE			
122.01 · ALVARADO STREET	291,240.00	291,240.00	0.00
122.011 · ALVARADO FMV Appraisal 2018	358,760.00	358,760.00	0.00
122.02 · BRANDON ROAD - ADMIN BLDG	291,240.00	291,240.00	0.00
122.021 · BRANDON FMV Appraisal 2018	508,760.00	508,760.00	0.00
122.03 · E MISSION ROAD	1801418.86	1801418.86	0.00
Total 122.0 · ASSETS HELD FOR RESALE	3,251,418.86	3,251,418.86	0.00
Total Fixed Assets	3,279,667.90	3,280,413.36	(745.46)
TOTAL ASSETS	12470710.10	12032513.65	438,196.45
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
140 · Accounts Payable	27,559.35	29,523.08	(1,963.73)
Total Accounts Payable	27,559.35	29,523.08	(1,963.73)
Credit Cards			
150 · American Express			
150.2 - American Express 42005	0.00	599.76	(599.76)
Total 150 · American Express	0.00	599.76	(599.76)
Total Credit Cards	0.00	599.76	(599.76)
Other Current Liabilities			
204 · Accrued Vacation & Sick Leave	30,361.79	30,361.79	0.00
215 · District Wellness Initiatives			
215.23 · Health Fair	1,500.00	1,500.00	0.00
215.39 · PSA Screening	2,000.00	2,000.00	0.00
215.42 · Chair Yoga	860.00	1,100.00	(240.00)
215.43 · Mah Jong	2,303.04	2,303.04	0.00
215.44 · Ballroom Dancing	1,000.00	1,000.00	0.00
215.46 · FHD Promotional Float	500.00	500.00	0.00

**FALLBROOK REGIONAL HEALTH DISTRICT
BALANCE SHEET COMPARISON**

Comparison of November 2018 to October 2018

	Nov 30, 18	Oct 31, 18	\$ Change
Total 215 · District Wellness Initiatives	8,163.04	8,403.04	(240.00)
Total Other Current Liabilities	38,524.83	38,764.83	(240.00)
Total Current Liabilities	66,084.18	68,887.67	(2,803.49)
Total Liabilities	66,084.18	68,887.67	(2,803.49)
Equity			
300 · Unrestricted Operations Fund	1,686,665.33	1,686,665.33	0.00
301 · Adjustment for FMV Appraisals	867,520.00	867,520.00	0.00
302.2 · Community Investment Fund	9,843,462.82	9,843,462.82	0.00
Net Income	6,977.77	(434,022.17)	440,999.94
Total Equity	12404625.92	11963625.98	440,999.94
TOTAL LIABILITIES & EQUITY	12470710.10	12032513.65	438,196.45

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended November 30, 2018 & Fiscal Year to Date

	Nov 18	Jul - Nov 18
Ordinary Income/Expense		
Income		
400. · District		
402 · Property tax revenue	633,458	784,570
403 · Interest / Dividends	12,275	68,745
406 · Unearned Inc (Loss) - Cal Trust	6,837	(13,612)
Total 400. · District	652,571	839,703
450. · Properties		
450.02 · Cost of Elder Str Property Sale		(2,590)
Total 450. · Properties		(2,590)
460 · Lease Income		
460.01 · Med+ Urgent Care (formerly A+)	4,800	24,000
Total 460 · Lease Income	4,800	24,000
Total Income	657,371	861,113
Gross Profit	657,371	861,113
Expense		
500 · Admin. Expenses & Overhead		
500.10 · Salaries	24,262	121,308
500.12 · Payroll Taxes	1,154	7,637
500.14 · W/C Insurance	126	628
500.15 · Employee Health & Welfare	2,514	9,146
500.16 · Board Stipends	2,300	7,900
500.17 · Education & Conferences	210	9,629
500.18 · Dues & Subscriptions	110	13,731
500.19 · Insurance - General	1,898	8,539
500.20 · Independent Accounting Services	850	4,250
500.21 · Annual Independent Audit		8,995
500.23 · General Counsel	15,978	41,738
500.25 · Office Expense		
01 · Communications	334	3,469
02 · I.T. and Website services	200	1,920
03 · Refreshments	96	862
04 · Office Expenses	75	5,583
05 · LAFCO Admin fees		1,367
06 · Independent Contract Services	3,611	21,677
Total 500.25 · Office Expense	4,316	34,878
500.27 · Depreciation	745	3,528
500.29 · Dist Promotions & Publications	38	2,794
500.32 · Consultant Fees	17,288	18,862
500.33 · Copier Lease	778	3,890
Total 500 · Admin. Expenses & Overhead	72,566	297,453
530 · Blue Zone Designation		
530.18 · Promotions & Publications		(98)

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended November 30, 2018 & Fiscal Year to Date

	Nov 18	Jul - Nov 18
530.21 · Consultants	3,000	15,000
Total 530 · Blue Zone Designation	3,000	14,902
550 · Mgmt./Maint. - Alvarado Street		
550.07 · Custodial Services		125
550.10 · Maintenance Services & Repairs	350	1,012
550.23 · General Counsel		438
Total 550 · Mgmt./Maint. - Alvarado Street	350	1,575
570 · Mgmt./Maint. - E. Mission Road		
570.02 · Gas & Electric	542	3,618
570.03 · Water	288	2,658
570.04 · Waste Management		127
570.06 · Landscape - Grounds Environment	1,851	12,483
570.07 · Custodial Services	360	745
570.10 · Maintenance Services & Repairs	2,138	6,116
570.12 · Fire Alarm System		1,138
570.25 · Office Expense		
25.01 · Communications	176	176
25.02 · I.T. & Website Services	100	100
25.04 · Office Expenses	455	5,989
25.06 · Independent Contract Services	8,511	39,254
Total 570.25 · Office Expense	9,242	45,519
570.29 · Dist. Promotions & Publications	1,297	6,490
570.32 · Consultant Fees	3,000	16,388
Total 570 · Mgmt./Maint. - E. Mission Road	18,717	95,282
590 · Mgmt./Maint. - S. Brandon Road		
590.01 · Property Manager		1,313
590.02 · Gas & Electric	689	5,633
590.03 · Water	208	999
590.04 · Waste Management		149
590.06 · Landscape - Grounds Environment	400	2,000
590.07 · Custodial Services	360	3,330
590.08 · Elevator	191	1,128
590.09 · Vehicle Expenses		61
590.10 · Maintenance Services & Repairs	370	881
590.11 · Medical Records Store & Service	2,067	9,793
590.12 · Fire Alarm System		781
Total 590 · Mgmt./Maint. - S. Brandon Road	4,285	26,067
600 · Community Health Contracts		
600.02 · Fbk Citizens Crime Prevention	2,625	5,250
600.04 · Boys & Girls Club	9,188	27,615
600.05 · Community Health Systems, Inc.	26,250	52,500
600.06 · Fallbrook Land Conservancy		10,000
600.07 · Fbk Senior Citizens Srvc Club	19,688	39,375
600.08 · Fallbrook Smiles Project	18,769	37,538
600.09 · Fallbrook Union H. S. District	5,000	10,000

FALLBROOK REGIONAL HEALTH DISTRICT
Income Statement
For the Month Ended November 30, 2018 & Fiscal Year to Date

	Nov 18	Jul - Nov 18
600.11 · Palomar Family Counseling Srvc	20,738	41,475
600.17 · Foundation for Senior Care	54,882	109,764
600.18 · Fallbrook Food Pantry	25,200	75,200
600.33 · REINS Therapeutic Prgm	17,063	34,125
600.46 · Mental Health Systems, Inc.	2,428	4,856
600.48 · UCSD Eye Mobile for Children	2,975	5,975
600.53 · Jeremiah's Ranch	3,872	7,744
600.54 · Healthy Adventures Foundation	2,363	4,725
600.58 · Michelle's Place	6,300	12,600
Total 600 · Community Health Contracts	217,338	478,740
800 · District Direct Care Services		
800.02 · Med+ Urgent Care	10,000	50,000
Total 800 · District Direct Care Services	10,000	50,000
Total Expense	326,256	964,020
Net Ordinary Income	331,115	(102,907)
Other Income/Expense		
Other Expense		
900 · Community Invest Fd Reimbursmnt	(109,885)	(109,885)
Total Other Expense	(109,885)	(109,885)
Net Other Income	109,885	109,885
Net Income	441,000	6,978

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through November 2018

	Jul - Nov 18	Budget	\$ Over B...
Ordinary Income/Expense			
Income			
400 · District			
402 · Property tax revenue	784,570	830,479	(45,909)
403 · Interest / Dividends	68,745	52,083	16,662
406 · Unearned Inc (Loss) - Cal Trust	(13,612)	0	(13,612)
Total 400 · District	839,703	882,562	(42,859)
450 · Properties			
450.02 · Cost of Elder Str Property Sale	(2,590)	0	(2,590)
Total 450 · Properties	(2,590)	0	(2,590)
460 · Lease Income			
460.01 · Med+ Urgent Care (formerly A+)	24,000	24,000	0
Total 460 · Lease Income	24,000	24,000	0
Total Income	861,113	906,562	(45,449)
Gross Profit	861,113	906,562	(45,449)
Expense			
500 · Admin. Expenses & Overhead			
500.10 · Salaries	121,308	114,583	6,725
500.12 · Payroll Taxes	7,637	9,583	(1,947)
500.14 · W/C Insurance	628	628	(0)
500.15 · Employee Health & Welfare	9,146	6,250	2,896
500.16 · Board Stipends	7,900	8,750	(850)
500.17 · Education & Conferences	9,629	7,708	1,920
500.18 · Dues & Subscriptions	13,731	5,833	7,898
500.19 · Insurance - General	8,539	7,906	633
500.20 · Independent Accounting Services	4,250	4,250	0
500.21 · Annual Independent Audit	8,995	8,850	145
500.23 · General Counsel	41,738	18,750	22,988
500.25 · Office Expense			
01 · Communications	3,469	1,521	1,948
02 · I.T. and Website services	1,920	4,583	(2,663)
03 · Refreshments	862	1,042	(180)
04 · Office Expenses	5,583	6,542	(959)
05 · LAFCO Admin fees	1,367	570	797
06 · Independent Contract Services	21,677	25,000	(3,323)
Total 500.25 · Office Expense	34,878	39,257	(4,379)
500.27 · Depreciation	3,528	2,146	1,382
500.29 · Dist Promotions & Publications	2,794	15,938	(13,143)
500.32 · Consultant Fees	18,862	42,813	(23,950)
500.33 · Copier Lease	3,890	4,165	(275)
500.36 · Accrued Vacation & Sick Leave	0	2,500	(2,500)
500.40 · Video/AV Equipment	0	2,083	(2,083)
580.01 · General Election	0	16,500	(16,500)
Total 500 · Admin. Expenses & Overhead	297,453	318,494	(21,041)
530 · Blue Zone Designation			
530.18 · Promotions & Publications	(98)		
530.21 · Consultants	15,000		

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through November 2018

	Jul - Nov 18	Budget	\$ Over B...
Total 530 · Blue Zone Designation	14,902	0	14,902
550 · Mgmt./Maint. - Alvarado Street			
550.07 · Custodial Services	125		
550.10 · Maintenance Services & Repairs	1,012		
550.23 · General Counsel	438		
Total 550 · Mgmt./Maint. - Alvarado Street	1,575		
570 · Mgmt./Maint. - E. Mission Road			
570.02 · Gas & Electric	3,618	6,667	(3,048)
570.03 · Water	2,658	1,250	1,408
570.04 · Waste Management	127	417	(290)
570.06 · Landscape - Grounds Environment	12,483	5,000	7,483
570.07 · Custodial Services	745	2,500	(1,755)
570.10 · Maintenance Services & Repairs	6,116	2,083	4,032
570.12 · Fire Alarm System	1,138		
570.25 · Office Expense			
25.01 · Communications	176		
25.02 · I.T. & Website Services	100	1,250	(1,150)
25.04 · Office Expenses	5,989	5,000	989
25.06 · Independent Contract Services	39,254	18,750	20,504
Total 570.25 · Office Expense	45,519	25,000	20,519
570.29 · Dist. Promotions & Publications	6,490	4,167	2,324
570.32 · Consultant Fees	16,388	6,250	10,138
Total 570 · Mgmt./Maint. - E. Mission Road	95,282	53,333	41,949
590 · Mgmt./Maint. - S. Brandon Road			
590.01 · Property Manager	1,313	10,417	(9,104)
590.02 · Gas & Electric	5,633	8,333	(2,701)
590.03 · Water	999	4,583	(3,584)
590.04 · Waste Management	149	708	(559)
590.06 · Landscape - Grounds Environment	2,000	4,188	(2,188)
590.07 · Custodial Services	3,330	3,900	(570)
590.08 · Elevator	1,128	1,250	(122)
590.09 · Vehicle Expenses	61	167	(106)
590.10 · Maintenance Services & Repairs	881	2,083	(1,203)
590.11 · Medical Records Store & Service	9,793	12,500	(2,707)
590.12 · Fire Alarm System	781	1,042	(261)
Total 590 · Mgmt./Maint. - S. Brandon Road	26,067	49,171	(23,104)
600 · Community Health Contracts			
600.02 · Fbk Citizens Crime Prevention	5,250	5,250	0
600.04 · Boys & Girls Club	27,615	27,615	0
600.05 · Community Health Systems, Inc.	52,500	52,500	0
600.06 · Fallbrook Land Conservancy	10,000	10,000	0
600.07 · Fbk Senior Citizens Srvc Club	39,375	39,375	0
600.08 · Fallbrook Smiles Project	37,538	37,538	0
600.09 · Fallbrook Union H. S. District	10,000	10,000	0
600.11 · Palomar Family Counseling Srvc	41,475	41,475	0
600.17 · Foundation for Senior Care	109,764	109,764	(0)
600.18 · Fallbrook Food Pantry	75,200	75,200	0
600.33 · REINS Therapeutic Prgm	34,125	34,125	0
600.46 · Mental Health Systems, Inc.	4,856	4,856	0
600.48 · UCSD Eye Mobile for Children	5,975	2,975	3,000
600.53 · Jeremiah's Ranch	7,744	7,744	0

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss YTD Actual vs Budget

July 2018 through November 2018

	Jul - Nov 18	Budget	\$ Over B...
600.54 · Healthy Adventures Foundation	4,725	4,725	0
600.58 · Michelle's Place	12,600	12,600	0
Total 600 · Community Health Contracts	478,740	475,741	3,000
800 · District Direct Care Services			
800.02 · Med+ Urgent Care	50,000	50,000	0
Total 800 · District Direct Care Services	50,000	50,000	0
Total Expense	964,020	946,739	17,281
Net Ordinary Income	(102,907)	(40,177)	(62,730)
Other Income/Expense			
Other Expense			
900 · Community Invest Fd Reimbursmnt	(109,885)		
Total Other Expense	(109,885)		
Net Other Income	109,885		
Net Income	6,978	(40,177)	47,155

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss Budget Overview
 July 2018 through June 2019

	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL Jul '18 - Jun 19
Ordinary Income/Expense													
Income													
400 · District													
402 · Property tax revenue	29,432	38,328	42,990	89,729	630,000	435,000	47,635	406,000	42,500	214,000	48,477	32,285	2,056,376
403 · Interest / Dividends	10,417	10,417	10,416	10,417	10,416	10,416	10,417	10,417	10,416	10,417	10,417	10,417	125,000
Total 400 · District	39,849	48,745	53,406	100,146	640,416	445,416	58,052	416,417	52,916	224,417	58,894	42,702	2,181,376
460 · Lease Income													
460.01 · Med+ Urgent Care (formerly A+)	4,800	4,800	4,800	4,800	4,800	4,800	0	0	0	0	0	0	28,800
Total 460 · Lease Income	4,800	4,800	4,800	4,800	4,800	4,800	0	0	0	0	0	0	28,800
Total Income	44,649	53,545	58,206	104,946	645,216	450,216	58,052	416,417	52,916	224,417	58,894	42,702	2,210,176
Gross Profit	44,649	53,545	58,206	104,946	645,216	450,216	58,052	416,417	52,916	224,417	58,894	42,702	2,210,176
Expense													
500 · Admin. Expenses & Overhead													
500.10 · Salaries	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	22,917	275,000
500.12 · Payroll Taxes	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	1,917	23,000
500.14 · W/C Insurance	126	126	126	126	126	126	126	126	126	126	126	126	1,507
500.15 · Employee Health & Welfare	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
500.16 · Board Stipends	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000
500.17 · Education & Conferences	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	1,542	18,500
500.18 · Dues & Subscriptions	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	14,000
500.19 · Insurance - General	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	1,581	18,975
500.20 · Independent Accounting Services	850	850	850	850	850	850	850	850	850	850	850	850	10,200
500.21 · Annual Independent Audit	0	8,850	0	0	0	0	0	0	0	0	0	0	8,850
500.23 · General Counsel	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000
500.25 · Office Expense													
01 · Communications	304	304	304	304	304	304	304	304	304	304	304	304	3,650
02 · I.T. and Website services	917	917	917	917	917	917	917	917	917	917	917	917	11,000
03 · Refreshments	208	208	208	208	208	208	208	208	208	208	208	208	2,500
04 · Office Expenses	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	1,308	15,700
05 · LAFCO Admin fees	114	114	114	114	114	114	114	114	114	114	114	114	1,367
06 · Independent Contract Services	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Total 500.25 · Office Expense	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	7,851	94,217
500.27 · Depreciation	429	429	429	429	429	429	429	429	429	429	429	429	5,151
500.29 · Dist Promotions & Publications	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	3,188	38,250
500.32 · Consultant Fees	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	8,563	102,750
500.33 · Copier Lease	833	833	833	833	833	833	834	833	834	833	834	834	10,000
500.36 · Accrued Vacation & Sick Leave	0	0	2,500	0	0	2,500	0	0	2,500	0	0	2,500	10,000
500.40 · Video/AV Equipment	417	417	417	417	417	417	417	417	417	417	417	417	5,000
580.01 · General Election	0	0	16,500	0	0	0	0	0	0	0	0	0	16,500
Total 500 · Admin. Expenses & Overhead	58,129	66,979	77,129	58,129	58,129	60,629	58,130	58,129	60,630	58,129	58,130	60,630	732,900
570 · Mgmt./Maint. - E. Mission Road													
570.02 · Gas & Electric	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000
570.03 · Water	250	250	250	250	250	250	250	250	250	250	250	250	3,000
570.04 · Waste Management	83	83	83	83	83	83	83	83	83	83	83	83	1,000
570.06 · Landscape - Grounds Environment	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
570.07 · Custodial Services	500	500	500	500	500	500	500	500	500	500	500	500	6,000
570.10 · Maintenance Services & Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
570.25 · Office Expense													
25.02 · I.T. & Website Services	250	250	250	250	250	250	250	250	250	250	250	250	3,000
25.04 · Office Expenses	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
25.06 · Independent Contract Services	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000
Total 570.25 · Office Expense	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
570.29 · Dist. Promotions & Publications	833	833	833	833	833	833	833	833	833	833	833	833	10,000
570.32 · Consultant Fees	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
Total 570 · Mgmt./Maint. - E. Mission Road	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	10,667	128,000

FALLBROOK REGIONAL HEALTH DISTRICT
Profit & Loss Budget Overview
July 2018 through June 2019

	Jul 18	Aug 18	Sep 18	Oct 18	Nov 18	Dec 18	Jan 19	Feb 19	Mar 19	Apr 19	May 19	Jun 19	TOTAL Jul '18 - Jun 19
590 · Mgmt./Maint. - S. Brandon Road													
590.01 · Property Manager	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000
590.02 · Gas & Electric	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
590.03 · Water	917	917	917	917	917	917	917	917	917	917	917	917	11,000
590.04 · Waste Management	142	142	142	142	142	142	142	142	142	142	142	142	1,700
590.06 · Landscape - Grounds Environment	838	838	838	838	838	838	838	838	838	838	838	838	10,050
590.07 · Custodial Services	780	780	780	780	780	780	780	780	780	780	780	780	9,360
590.08 · Elevator	250	250	250	250	250	250	250	250	250	250	250	250	3,000
590.09 · Vehicle Expenses	33	33	33	33	33	33	33	33	33	33	33	33	400
590.10 · Maintenance Services & Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
590.11 · Medical Records Store & Service	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
590.12 · Fire Alarm System	208	208	208	208	208	208	208	208	208	208	208	208	2,500
Total 590 · Mgmt./Maint. - S. Brandon Road	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	9,834	118,010
600 · Community Health Contracts													
600.02 · Fbk Citizens Crime Prevention	2,625	0	0	0	2,625	0	0	2,625	0	0	2,625	0	10,500
600.04 · Boys & Girls Club	18,428	0	0	0	9,188	0	0	9,188	0	0	9,188	0	45,990
600.05 · Community Health Systems, Inc.	26,250	0	0	0	26,250	0	0	26,250	0	0	26,250	0	105,000
600.06 · Fallbrook Land Conservancy	10,000	0	0	0	0	0	0	0	0	0	0	0	10,000
600.07 · Fbk Senior Citizens Srvc Club	19,688	0	0	0	19,688	0	0	19,688	0	0	19,688	0	78,750
600.08 · Fallbrook Smiles Project	18,769	0	0	0	18,769	0	0	18,769	0	0	18,769	0	75,075
600.09 · Fallbrook Union H. S. District	5,000	0	0	0	5,000	0	0	5,000	0	0	5,000	0	20,000
600.11 · Palomar Family Counseling Srvc	20,738	0	0	0	20,738	0	0	20,738	0	0	20,738	0	82,950
600.17 · Foundation for Senior Care	54,882	0	0	0	54,882	0	0	54,882	0	0	54,882	0	219,527
600.18 · Fallbrook Food Pantry	50,000	0	0	0	25,200	0	0	25,200	0	0	25,200	0	125,600
600.33 · REINS Therapeutic Prgm	17,063	0	0	0	17,063	0	0	17,063	0	0	17,063	0	68,250
600.46 · Mental Health Systems, Inc.	2,428	0	0	0	2,428	0	0	2,428	0	0	2,428	0	9,711
600.48 · UCSD Eye Mobile for Children	0	0	0	0	2,975	0	0	2,975	0	0	2,975	0	8,925
600.53 · Jeremiah's Ranch	3,872	0	0	0	3,872	0	0	3,872	0	0	3,872	0	15,488
600.54 · Healthy Adventures Foundation	2,363	0	0	0	2,363	0	0	2,363	0	0	2,363	0	9,450
600.57 · NC Fire Protection District	0	0	0	0	0	0	0	25,000	0	0	0	0	25,000
600.58 · Michelle's Place	6,300	0	0	0	6,300	0	0	6,300	0	0	6,300	0	25,200
Total 600 · Community Health Contracts	258,403	0	0	0	217,338	0	0	242,338	0	0	217,338	0	935,416
800 · District Direct Care Services													
800.02 · Med+ Urgent Care	10,000	10,000	10,000	10,000	10,000	10,000	0	0	0	0	0	0	60,000
Total 800 · District Direct Care Services	10,000	10,000	10,000	10,000	10,000	10,000	0	0	0	0	0	0	60,000
Total Expense	347,032	97,480	107,630	88,630	305,967	91,130	78,631	320,967	81,131	78,630	295,968	81,131	1,974,326
Net Ordinary Income	(302,383)	(43,935)	(49,424)	16,316	339,249	359,086	(20,579)	95,450	(28,215)	145,787	(237,074)	(38,429)	235,850
Net Income	(302,383)	(43,935)	(49,424)	16,316	339,249	359,086	(20,579)	95,450	(28,215)	145,787	(237,074)	(38,429)	235,850

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

www.treasurer.ca.gov/pmia-laif/laif.asp
December 14,
2018

FALLBROOK HEALTHCARE DISTRICT

ADMINISTRATOR
P.O. BOX 2587
FALLBROOK, CA 92088

PMIA Average Monthly Yields

Account Number:

Tran Type Definitions

November 2018 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,480,560.27
Total Withdrawal:	0.00	Ending Balance:	1,480,560.27



CalTRUST
 c/o Gemini Fund Services LLC
 PO Box 541150
 Omaha, NE 68154-9150
 www.caltrust.org
 Email: CalTRUSTSupport@thegeminicompanies.com
 Fax: 402-963-9094
 Phone: 833-CALTRUST (225-8787)

Investment Account Summary

11/01/2018 through 11/30/2018

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Nov 30 (\$)	Value on Nov 30 (\$)	Average Cost Amount (\$)	Cumulative Unrealized Gain/(Loss) (\$)
FALLBROOK REGIONAL HEALTH DISTRICT						
CalTRUST Medium Term Fund		684,982.621	9.88	6,767,628.30	6,869,303.41	(101,675.11)
Portfolios Total value as of 11/30/2018				6,767,628.30		

DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
		FALLBROOK REGIONAL HEALTH DISTRICT						
					Account Number:			
Beginning Balance	11/01/2018			683,740.190	9.87	6,748,515.68		
Accrual Income Div Reinvestment	11/30/2018	12,275.22	1,242.431	684,982.621	9.88	6,767,628.30	0.00	0.00
Unrealized Gain/(Loss)						6,837.40		
Closing Balance as of	Nov 30			684,982.621	9.88	6,767,628.30		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.

FALLBROOK REGIONAL HEALTH DISTRICT
Property Tax Revenue - Fiscal Year to Date
July 2018 through June 2019

<u>Type</u>	<u>Date</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
400. · District				
402 · Property tax revenue				
Gener...	07/31/18		29,034.48	29,034.48
Gener...	08/31/18		11,303.72	40,338.20
Gener...	09/30/18		28,010.22	68,348.42
Gener...	10/31/18		82,763.50	151,111.92
Gener...	11/30/18		633,458.19	784,570.11
		Total 402 · Property tax revenue	784,570.11	784,570.11
		Total 400. · District	784,570.11	784,570.11
TOTAL			784,570.11	784,570.11

FALLBROOK REGIONAL HEALTH DISTRICT
Check Detail Report - November 2018

Type	Date	Num	Name	Memo	Amount
102.2 - Cash in Bank - Operating					
Bill ...	11/02/18	10172	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	11/02/18	10173	Fitness Moves	5 Chair Yoga classes @ \$...	-300.00
Bill ...	11/02/18	10174	Galvanized Strategie...	Retainer - Community en...	-6,000.00
Bill ...	11/02/18	10175	L & M Enterprises, Inc.	October bookkeeping	-4,792.50
Bill ...	11/02/18	10176	Landscape One Incor...	Inv. 0004626-IN; 1636 E. ...	-350.00
Bill ...	11/02/18	10177	SDG&E - East Missio...	5182 613 597 1	-808.79
Bill ...	11/02/18	10178	Village News	1641	-259.00
Bill ...	11/05/18	10179	24 Hour Fire Protecti...	Inv. 3995845; Wellness C...	-376.59
Bill ...	11/05/18	10180	American Express - ...	0-41007	-1,287.11
Bill ...	11/05/18	10181	Ebobisse, Solange	Weekly stipend for intern; ...	-400.00
Bill ...	11/05/18	10182	Iron Mountain-153	CHSRM	-1,849.23
Bill ...	11/05/18	10183	Iron Mountain SX-302	SX302/Fallbrook Hosp.	-916.96
Bill ...	11/05/18	10184	Quest Diagnostics	Inv. 9178979050; Client 9...	-480.00
Bill ...	11/05/18	10185	Rainbow Sign Co.	Wellness Center: 3 signs ...	-684.00
Che...	11/07/18	10205	UCSD Eyemobile for ...	2017/18 CHC 317; REPL...	-2,500.00
Che...	11/07/18	10206	Healthy Adventures F...	2017/18 CHC 309; REPL...	-2,250.00
Bill ...	11/09/18	10207	Ascent Elevator Servi...	Elevator service - Inv. 317...	-191.00
Bill ...	11/09/18	10208	AT&T U-Verse - com...	146524365	-55.00
Bill ...	11/09/18	10209	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	11/09/18	10210	Greene & Roberts LLP	Inv. 15037	-16,227.74
Bill ...	11/09/18	10211	Kathleen Bogle	October accounting	-850.00
Bill ...	11/09/18	10212	Palomar Mountain Pr...	45919	-42.86
Bill ...	11/09/18	10213	Ramirez Landscapin...	October landscaping - 13...	-400.00
Bill ...	11/09/18	10214	Scott & Jackson Esq.	Professional services 201...	-13,037.50
Bill ...	11/09/18	10215	Termin-8 Pest Control		-250.00
Bill ...	11/14/18	10216	Apple One Staffing	00102494-0000	-2,009.23
Bill ...	11/14/18	10217	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	11/14/18	10218	Ebobisse, Solange	Intern stipend for week en...	-400.00
Bill ...	11/14/18	10219	Employment Develop...	Ltr. ID L0381369760; Acc...	-656.00
Bill ...	11/14/18	10220	Firehawk	FIRE EXT ANNUAL INSP...	-86.75
Bill ...	11/14/18	10221	Glennie's Office Prod...	6493	-214.00
Bill ...	11/14/18	10222	Holloway Computers	Invoice 6881: scanner rpr...	-100.00
Bill ...	11/14/18	10223	Streamline	Website monthly fee - No...	-200.00
Bill ...	11/14/18	10224	Sun Realty	Repairs/maint./research f...	-1,800.00
Che...	11/15/18	10187	Boys & Girls Club - T...	CHC NO. 319 - TRIPLE P...	-9,187.50
Che...	11/15/18	10188	Community Health Sy...	CHC NO. 320 - INT. WO...	-26,250.00
Che...	11/15/18	10189	Fallbrook Citizens - F...	CHC NO. 321 - GANAS ...	-2,625.00
Che...	11/15/18	10190	Fallbrook Food Pantry	CHC NO. 322 - PREVEN...	-25,200.00
Che...	11/15/18	10191	Foundation for Senior...	CHC NO. 323 - SENIOR ...	-15,707.54
Che...	11/15/18	10192	Foundation for Senior...	CHC NO. 324 - SENIOR ...	-18,042.41
Che...	11/15/18	10193	Foundation for Senior...	CHC NO. 325 - DOOR T...	-13,366.16
Che...	11/15/18	10194	Foundation for Senior...	CHC NO. 326 - RESPITE...	-7,765.64
Che...	11/15/18	10195	Fallbrook Senior Citiz...	CHC NO. 328 - HOME D...	-19,687.50
Che...	11/15/18	10196	Fallbrook Smiles Proj...	CHC NO. 329 - FALLBR...	-18,768.75
Che...	11/15/18	10197	Fallbrook Union High ...	CHC NO. 330 - FALLBR...	-5,000.00
Che...	11/15/18	10198	Healthy Adventures F...	CHC NO. 331 - FALLBR...	-2,362.50
Che...	11/15/18	10199	Jeremiah's Ranch	CHC NO. 332 - JEREMIA...	-3,871.87
Che...	11/15/18	10200	Mental Health Syste...	CHC NO. 333 - FALLBR...	-2,427.86
Che...	11/15/18	10201	Michelle's Place	CHC NO. 334 - BREAST ...	-6,300.00
Che...	11/15/18	10202	Palomar Family Coun...	CHC NO. 335 - HEALTH...	-20,737.50
Che...	11/15/18	10203	Reins	CHC NO. 336 - BEHAVIO...	-17,062.50
Che...	11/15/18	10204	UCSD Eyemobile for ...	CHC 337 - UCSD EYEM...	-2,975.00
Che...	11/15/18	10186	Pamela Knox	REIMBURSEMENTS: We...	-135.93
Che...	11/15/18	10227	Mireya Banuelos	Reimbursement-11/14/18 ...	-96.09
Che...	11/16/18	10232	Joe Valerio	Reimbursement-mileage t...	-28.95

Type	Date	Num	Name	Memo	Amount
Bill ...	11/19/18	10228	Apple One Staffing	00102494-0000	-5,746.99
Bill ...	11/19/18	10229	Sun Realty	Repairs/maint. parts and l...	-807.05
Che...	11/19/18	10225		VOID: Printer error	0.00
Che...	11/19/18	10226		VOID: Printer error	0.00
Che...	11/19/18	10230	Pamela Knox	Reimburse - Medicare Oc...	-220.00
Bill ...	11/21/18	10231	Ebobisse, Solange	Stipend for intern for wee...	-300.00
Bill ...	11/21/18	10233	Ahrend Studios	11/14/18 Board Meeting; l...	-125.00
Bill ...	11/21/18	10234	AT&T 1636 E. Missio...	289713009	-176.24
Bill ...	11/21/18	10235	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	11/21/18	10236	BEST BEST & KRIE...	Inv. 836333; Services thro...	-385.00
Bill ...	11/21/18	10237	CalPERS	1559595490	-1,358.78
Bill ...	11/21/18	10238	Fallbrook Wellness D...	Annual membership	-110.00
Bill ...	11/21/18	10239	Landscape One Inco...	Inv. 0004645-IN; 1636 E. ...	-1,501.00
Che...	11/28/18	10240	A+ Urgent Care, Inc.	November 2018 subsidy p...	-10,000.00
Che...	11/28/18	10241	Mireya Banuelos	Reimbursement-dental plan	-279.51
Bill ...	11/28/18	10242	AT&T	760-731-9187-555 4; 11/1...	-216.72
Bill ...	11/28/18	10243	Aztec Cleaning & Mai...	Office cleaning - Inv. 055...	-180.00
Bill ...	11/28/18	10244	Ebobisse, Solange	Stipend for intern for wee...	-400.00
Bill ...	11/28/18	10245	FPUD - 7720-001	7720-001	-157.45
Bill ...	11/28/18	10246	FPUD - 7721-000	7721-000	-51.04
Bill ...	11/28/18	10247	FPUD - Wellness Ce...	7720-002	-51.04
Bill ...	11/28/18	10248	FPUD - Wellness Ce...	7720-003	-237.30
Bill ...	11/28/18	10249	Konica Minolta Leasi...	061-0116888-000	-1,756.71
Bill ...	11/28/18	10250	SDG&E - East Missio...	5182 613 597 1	-541.83
Bill ...	11/28/18	10251	SDG&E FHD - 6994	40605976994	-688.90
Bill ...	11/28/18	10252	Touchbase	344664	-58.01
Bill ...	11/28/18	10253	Village News	1641	-1,100.00
Total 102.2 · Cash in Bank - Operating					-304,541.53
TOTAL					<u>-304,541.53</u>

CHECKBOOK REPORT NOVEMBER 2018

COMMUNITY INVESTMENT FUND NOVEMBER 2018:

BEGINNING BALANCE:	\$ 9,701,387.34
FUNDS SPENT:	\$ 22,597.79
ENDING BALANCE:	\$ 9,678,789.55

(See attached report for itemized detail)

	Jul-18 \$ (43,927.86)
	Aug-18 \$ (30,039.87)
QUARTERLY TOTAL DUE FOR REIMBURSEMENT: \$109,884.70	Sep-18 \$ (35,916.97)
	Oct-18 \$ (32,190.78)
	Nov-18 \$ (22,597.79)

TOTAL COMMUNITY INVESTMENT FUNDS SPENT SINCE FISCAL YEAR BEGAN 7/1/18:	\$ (164,673.27)
--	-----------------

OPERATIONS FUND OCTOBER 2018:

BEGINNING BALANCE:	\$ 506,499.99
DEPOSITS:	\$ 10,816.80
BILL PMTS./PAYROLL EXPENSES/COMM. HEALTH CONTRACTS:	\$ 332,256.85
ENDING BALANCE:	\$ 185,059.94

(See attached report for itemized detail)

	Jul-18 \$ (370,272.10)
	Aug-18 \$ (99,993.15)
	Sep-18 \$ (101,671.24)
	Oct-18 \$ (103,733.35)
	Nov-18 \$ (332,256.85)
TOTAL OPERATIONS FUNDS SPENT SINCE FISCAL YEAR BEGAN 7/1/18:	\$ (1,007,926.69)

**FALLBROOK REGIONAL HEALTH DISTRICT
USES OF COMMUNITY INVESTMENT FUNDS
11/1/18 - 11/30/18**

COMMUNITY INVESTMENT BEGINNING BALANCE 11/1/18:	\$ 9,701,387.34
--	------------------------

	Date	Name	Memo		Amount
140 · Accounts Payable					
	11/01/2018	Galvanized Strategies	Retainer - Community engagement services; Inv. 0000326	\$	3,000.00
	11/03/2018	Village News	Inv. 31900; Social media pkg. for Wellness Ctr.	\$	1,100.00
	11/06/2018	Aztec Cleaning & Maintenance	Office cleaning - Inv. 055768	\$	90.00
	11/07/2018	Holloway Computers	Invoice 6881: scanner rpr./meeting re: Wellness Ctr. cable and phone	\$	100.00
	11/07/2018	Firehawk	FIRE EXT ANNUAL INSPECTION. 2018	\$	86.75
	11/08/2018	AT&T 1636 E. Mission Rd.	Acct. 289713009; 1636 E. Mission Rd.	\$	176.24
	11/09/2018	Sun Realty	Repairs/maint./research for all 3 properties	\$	1,800.00
	11/13/2018	Aztec Cleaning & Maintenance	Office cleaning - Inv. 055769	\$	90.00
	11/16/2018	That's Great News	Plaque re: FRHD breaks ground; Inv 363020	\$	196.90
	11/20/2018	Aztec Cleaning & Maintenance	Office cleaning - Inv. 055770	\$	90.00
	11/21/2018	Landscape One Incorporated	Inv. 0004645-IN; 1636 E. Mission Road	\$	1,501.00
	11/23/2018	SDG&E - East Mission Road	Account No. 5182 613 597 1; 11/23/18 invoice	\$	541.83
	11/26/2018	FPUD - Wellness Center - 7720	Meter 14359987; Account No. 7720-002; 10/20-11/26/18	\$	51.04
	11/26/2018	FPUD - Wellness Center - 7720	Meter Serial No. 06707358; Acct. 007720-003; 10/20-11/26/18	\$	237.30
	11/27/2018	Aztec Cleaning & Maintenance	Office cleaning - Inv. 055771	\$	90.00
	11/28/2018	Landscape One Incorporated	Inv. 0004698-IN; 1636 E. Mission Road	\$	350.00
Total 140 · Accounts Payable					\$ 9,501.06
150. · American Express					
	11/08/2018	Amazon.com	2 American flags w/poles for Wellness Center	\$	277.85
Total 150.2 - American Express 42005					\$ 277.85
215 · District Wellness Initiatives					
	11/29/2018	Fitness Moves	4 Chair Yoga classes @ \$60/class	\$	240.00
Total 215 · District Wellness Initiatives					\$ 240.00
530 · Blue Zone Designation					
	11/01/2018	Galvanized Strategies	Retainer - Community engagement services; Inv. 0000326	\$	3,000.00
Total 530 · Blue Zone Designation					\$ 3,000.00
570.25.06 · Independent Contract Services					
	11/01/2018	Ebobisse, Solange	Stipend for week ending 11/2/18	\$	400.00
	11/07/2018	Apple One Staffing	Project Admin/Support; Inv. 01-5047776 (Frauke/Joe)	\$	2,009.23
	11/08/2018	Ebobisse, Solange	Weekly stipend for intern; week ending 11/9/18	\$	400.00
	11/14/2018	Apple One Staffing	Project Admin/Support; Inv. 01-5054181	\$	1,947.70
	11/15/2018	Ebobisse, Solange	Intern stipend for week ending 11/16/18	\$	400.00
	11/21/2018	Ebobisse, Solange	Stipend for intern for week ending 11/23/18 (Thanksgiving holiday)	\$	300.00
	11/21/2018	Apple One Staffing	Project Admin/Support; Inv. 01-5062331	\$	1,585.91
	11/28/2018	Ebobisse, Solange	Stipend for intern for week ending 11/30/18	\$	400.00
	11/28/2018	Apple One Staffing	Project Admin/Support; Inv. 01-5062331	\$	1,068.02
Total 570.25.06 · Independent Contract Services					\$ 9,578.88
NOVEMBER 2018 TOTAL:					\$ 22,597.79
COMMUNITY INVESTMENT ENDING BALANCE 11/30/18:					\$ 9,678,789.55

**FALLBROOK REGIONAL HEALTH DISTRICT
OPERATIONS ACCOUNT
As of November 30, 2018**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
102.2 - Cash in Bank - Operating							506,499.99
Bill Pmt -C...	11/02/18	10172	Aztec Cleaning & M...	Office cleanin...		180.00	506,319.99
Bill Pmt -C...	11/02/18	10173	Fitness Moves	5 Chair Yoga ...		300.00	506,019.99
Bill Pmt -C...	11/02/18	10174	Galvanized Strategi...	Retainer - Co...		6,000.00	500,019.99
Bill Pmt -C...	11/02/18	10175	L & M Enterprises, I...	October book...		4,792.50	495,227.49
Bill Pmt -C...	11/02/18	10176	Landscape One Inc...	Inv. 0004626-...		350.00	494,877.49
Bill Pmt -C...	11/02/18	10177	SDG&E - East Missi...	5182 613 597 1		808.79	494,068.70
Bill Pmt -C...	11/02/18	10178	Village News	1641		259.00	493,809.70
Deposit	11/05/18		CSDA-State	1589	50.00		493,859.70
Bill Pmt -C...	11/05/18	10179	24 Hour Fire Protect...	Inv. 3995845;...		376.59	493,483.11
Bill Pmt -C...	11/05/18	10180	American Express - ...	0-41007		1,287.11	492,196.00
Bill Pmt -C...	11/05/18	10181	Ebobisse, Solange	Weekly stipen...		400.00	491,796.00
Bill Pmt -C...	11/05/18	10182	Iron Mountain-153	CHSRM		1,849.23	489,946.77
Bill Pmt -C...	11/05/18	10183	Iron Mountain SX-302	SX302/Fallbro...		916.96	489,029.81
Bill Pmt -C...	11/05/18	10184	Quest Diagnostics	Inv. 91789790...		480.00	488,549.81
Bill Pmt -C...	11/05/18	10185	Rainbow Sign Co.	Wellness Cen...		684.00	487,865.81
Deposit	11/05/18			Deposit	4,800.00		492,665.81
Check	11/07/18	10205	UCSD Eyemobile fo...	2017/18 CHC ...		2,500.00	490,165.81
Check	11/07/18	10206	Healthy Adventures ...	2017/18 CHC ...		2,250.00	487,915.81
General Jo...	11/07/18	11-30		Reverse #942...	2,500.00		490,415.81
General Jo...	11/07/18	11-31		Reverse #977...	2,250.00		492,665.81
Bill Pmt -C...	11/09/18	10207	Ascent Elevator Ser...	Elevator servi...		191.00	492,474.81
Bill Pmt -C...	11/09/18	10208	AT&T U-Verse - co...	146524365		55.00	492,419.81
Bill Pmt -C...	11/09/18	10209	Aztec Cleaning & M...	Office cleanin...		180.00	492,239.81
Bill Pmt -C...	11/09/18	10210	Greene & Roberts L...	Inv. 15037		16,227.74	476,012.07
Bill Pmt -C...	11/09/18	10211	Kathleen Bogle	October acco...		850.00	475,162.07
Bill Pmt -C...	11/09/18	10212	Palomar Mountain P...	45919		42.86	475,119.21
Bill Pmt -C...	11/09/18	10213	Ramirez Landscapin...	October lands...		400.00	474,719.21
Bill Pmt -C...	11/09/18	10214	Scott & Jackson Esq.	Professional s...		13,037.50	461,681.71
Bill Pmt -C...	11/09/18	10215	Termin-8 Pest Control			250.00	461,431.71
Bill Pmt -C...	11/14/18	10216	Apple One Staffing	00102494-0000		2,009.23	459,422.48
Bill Pmt -C...	11/14/18	10217	Aztec Cleaning & M...	Office cleanin...		180.00	459,242.48
Bill Pmt -C...	11/14/18	10218	Ebobisse, Solange	Intern stipend...		400.00	458,842.48
Bill Pmt -C...	11/14/18	10219	Employment Develo...	Ltr. ID L0381...		656.00	458,186.48
Bill Pmt -C...	11/14/18	10220	Firehawk	FIRE EXT AN...		86.75	458,099.73
Bill Pmt -C...	11/14/18	10221	Glennie's Office Pro...	6493		214.00	457,885.73
Bill Pmt -C...	11/14/18	10222	Holloway Computers	Invoice 6881: ...		100.00	457,785.73
Bill Pmt -C...	11/14/18	10223	Streamline	Website mont...		200.00	457,585.73
Bill Pmt -C...	11/14/18	10224	Sun Realty	Repairs/maint...		1,800.00	455,785.73
Check	11/15/18	10187	Boys & Girls Club - ...	CHC NO. 319...		9,187.50	446,598.23
Check	11/15/18	10188	Community Health ...	CHC NO. 320...		26,250.00	420,348.23
Check	11/15/18	10189	Fallbrook Citizens - ...	CHC NO. 321...		2,625.00	417,723.23
Check	11/15/18	10190	Fallbrook Food Pantry	CHC NO. 322...		25,200.00	392,523.23
Check	11/15/18	10191	Foundation for Seni...	CHC NO. 323...		15,707.54	376,815.69
Check	11/15/18	10192	Foundation for Seni...	CHC NO. 324...		18,042.41	358,773.28
Check	11/15/18	10193	Foundation for Seni...	CHC NO. 325...		13,366.16	345,407.12
Check	11/15/18	10194	Foundation for Seni...	CHC NO. 326...		7,765.64	337,641.48
Check	11/15/18	10195	Fallbrook Senior Citi...	CHC NO. 328...		19,687.50	317,953.98
Check	11/15/18	10196	Fallbrook Smiles Pr...	CHC NO. 329...		18,768.75	299,185.23
Check	11/15/18	10197	Fallbrook Union Hig...	CHC NO. 330...		5,000.00	294,185.23
Check	11/15/18	10198	Healthy Adventures ...	CHC NO. 331...		2,362.50	291,822.73
Check	11/15/18	10199	Jeremiah's Ranch	CHC NO. 332...		3,871.87	287,950.86
Check	11/15/18	10200	Mental Health Syste...	CHC NO. 333...		2,427.86	285,523.00
Check	11/15/18	10201	Michelle's Place	CHC NO. 334...		6,300.00	279,223.00
Check	11/15/18	10202	Palomar Family Cou...	CHC NO. 335...		20,737.50	258,485.50
Check	11/15/18	10203	Reins	CHC NO. 336...		17,062.50	241,423.00
Check	11/15/18	10204	UCSD Eyemobile fo...	CHC 337 - U...		2,975.00	238,448.00
Check	11/15/18	10186	Pamela Knox	REIMBURSE...		135.93	238,312.07
Check	11/15/18	10227	Mireya Banuelos	Reimburseme...		96.09	238,215.98
General Jo...	11/15/18	11-2	Bobbi Palmer	SALARY: Pal...		5,506.88	232,709.10
General Jo...	11/15/18	11-6	Pamela Knox	SALARY: Knox		1,289.84	231,419.26
General Jo...	11/15/18	11-8	Mireya Banuelos	SALARY: Ban...		1,371.86	230,047.40
General Jo...	11/15/18	11-4	Linda Bannerman	SALARY: Ban...		1,420.47	228,626.93
General Jo...	11/15/18	11-15		Payroll Tax C...		624.42	228,002.51
General Jo...	11/15/18	11-16		IRS Tax Pay...		2,406.23	225,596.28
Deposit	11/16/18			Deposit	1,216.80		226,813.08
Check	11/16/18	10232	Joe Valerio	Reimburseme...		28.95	226,784.13
Bill Pmt -C...	11/19/18	10228	Apple One Staffing	00102494-0000		5,746.99	221,037.14

FALLBROOK REGIONAL HEALTH DISTRICT OPERATIONS ACCOUNT

As of November 30, 2018

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill Pmt -C...	11/19/18	10229	Sun Realty	Repairs/maint...		807.05	220,230.09
Check	11/19/18	10225		VOID: Printer...	0.00		220,230.09
Check	11/19/18	10226		VOID: Printer...	0.00		220,230.09
Check	11/19/18	10230	Pamela Knox	Reimburse - ...		220.00	220,010.09
Bill Pmt -C...	11/21/18	10231	Ebobisse, Solange	Stipend for int...		300.00	219,710.09
Bill Pmt -C...	11/21/18	10233	Ahrend Studios	11/14/18 Boar...		125.00	219,585.09
Bill Pmt -C...	11/21/18	10234	AT&T 1636 E. Missi...	289713009		176.24	219,408.85
Bill Pmt -C...	11/21/18	10235	Aztec Cleaning & M...	Office cleanin...		180.00	219,228.85
Bill Pmt -C...	11/21/18	10236	BEST BEST & KRIE...	Inv. 836333; ...		385.00	218,843.85
Bill Pmt -C...	11/21/18	10237	CalPERS	1559595490		1,358.78	217,485.07
Bill Pmt -C...	11/21/18	10238	Fallbrook Wellness ...	Annual memb...		110.00	217,375.07
Bill Pmt -C...	11/21/18	10239	Landscape One Inc...	Inv. 0004645-...		1,501.00	215,874.07
Check	11/28/18	10240	A+ Urgent Care, Inc.	November 20...		10,000.00	205,874.07
Check	11/28/18	10241	Mireya Banuelos	Reimburseme...		279.51	205,594.56
Bill Pmt -C...	11/28/18	10242	AT&T	760-731-9187...		216.72	205,377.84
Bill Pmt -C...	11/28/18	10243	Aztec Cleaning & M...	Office cleanin...		180.00	205,197.84
Bill Pmt -C...	11/28/18	10244	Ebobisse, Solange	Stipend for int...		400.00	204,797.84
Bill Pmt -C...	11/28/18	10245	FPUD - 7720-001	7720-001		157.45	204,640.39
Bill Pmt -C...	11/28/18	10246	FPUD - 7721-000	7721-000		51.04	204,589.35
Bill Pmt -C...	11/28/18	10247	FPUD - Wellness C...	7720-002		51.04	204,538.31
Bill Pmt -C...	11/28/18	10248	FPUD - Wellness C...	7720-003		237.30	204,301.01
Bill Pmt -C...	11/28/18	10249	Konica Minolta Leas...	061-0116888-...		1,756.71	202,544.30
Bill Pmt -C...	11/28/18	10250	SDG&E - East Missi...	5182 613 597 1		541.83	202,002.47
Bill Pmt -C...	11/28/18	10251	SDG&E FHD - 6994	40605976994		688.90	201,313.57
Bill Pmt -C...	11/28/18	10252	Touchbase	344664		58.01	201,255.56
Bill Pmt -C...	11/28/18	10253	Village News	1641		1,100.00	200,155.56
General Jo...	11/30/18	11-10	Gordon Tinker	STIPEND: Tin...		461.75	199,693.81
General Jo...	11/30/18	11-11	Howard Salmon	STIPEND: Sa...		461.75	199,232.06
General Jo...	11/30/18	11-3	Bobbi Palmer	SALARY: Pal...		5,506.88	193,725.18
General Jo...	11/30/18	11-13	Barbara Mroz	STIPEND-Mroz		461.75	193,263.43
General Jo...	11/30/18	11-14	William Leach	STIPEND: Le...		369.40	192,894.03
General Jo...	11/30/18	11-7	Pamela Knox	SALARY: Knox		1,289.87	191,604.16
General Jo...	11/30/18	11-9	Mireya Banuelos	SALARY: Ban...		1,371.88	190,232.28
General Jo...	11/30/18	11-5	Linda Bannerman	SALARY: Ban...		1,420.46	188,811.82
General Jo...	11/30/18	11-12	Stephen Abbott	STIPEND: Ab...		369.40	188,442.42
General Jo...	11/30/18	11-17		Payroll Tax C...		624.41	187,818.01
General Jo...	11/30/18	11-18		IRS Tax Pay...		2,758.07	185,059.94
Total 102.2 - Cash in Bank - Operating					10,816.80	332,256.85	185,059.94
TOTAL					10,816.80	332,256.85	185,059.94

DISCUSSION

Review of Bank Services/Interviews

**Expertise.
Support.
Access.**



PACIFIC WESTERN BANK®

Commercial Banking Services

Fallbrook Regional Health District

December 20, 2018

pacificwesternbank.com



December 20, 2018

Fallbrook Regional Health District
138 S Brandon Rd
Fallbrook, Ca. 92028

Re: Banking Proposal

Dear Staff of Fallbrook Regional Health District,

On behalf of Pacific Western Bank we thank you for the opportunity to provide Fallbrook Regional Health District with the following banking proposal.

Business Account Analysis

Pacific Western Bank is proud to offer Fallbrook Regional Health District a premium Earnings Credit Rate (“ECR”) of 75 basis points (0.75%). The ECR is a monthly credit calculated on your account analysis average monthly deposit balance and can be applied towards all bank fees and many third party cash management services. We provided you with a tentative pricing comparison Account Analysis Summary in Exhibit A illustrating the **\$2174.88** Annual Benefit for banking with Pacific Western Bank. These financial benefits and banking solutions are summarized below for the month ending 11/18. Because there are credits left over, you would be able to apply any or all of the \$181.24 for payments of third party vendors. In other words, let us know if you need new checks, have an audit that needs to be paid or maybe a payroll company invoice. We are happy to discuss all of the ways to utilize these credits.

	<u>Citibank</u>	<u>Pacific Western Bank</u>
Total Activity Charges	\$115.72	\$97.93
Earnings Credit Rate	.30%	0.75%
Net Earnings / (Charges)	0	\$181.24
Annual Benefit		\$2174.88

Pacific Western Bank: Fallbrook Office

The team of experienced bankers at Pacific Western Bank dedicated to exclusively serving the depository and cash management needs of its customers across the country. A relationship manager will supervise Fallbrook Regional Health District’s accounts in a trusted advisor capacity to provide personalized service and a comprehensive suite of products.

We understand and partner with hundreds of Public entities throughout the Nation. We have implemented policies and procedures for collateralizing Public funds and are experienced in those account set ups.

Online Solutions

Fallbrook Regional Health District can do its banking safely, securely, anytime, and anywhere using Pacific Western Bank's Electronic Banking Services:

1. Access & Manage your accounts online
2. Print copies of cleared items and statements
3. Automated Bill Pay
4. Initiate ACH and wire transactions

Remote Deposit Services

1. Conveniently process checks from your home office
2. Extended Hours of operation
3. Faster clearings with enhanced security

Stronger Together

Pacific Western Bank has long focused on the needs of the business community by being creative, flexible, and service-centered. We have donated the following to the Fallbrook community over the past 33 years, which is when we were first known as Fallbrook National Bank-

- Fallbrook Firefighter Association
- Fallbrook Boys & Girls Club
- Fallbrook Senior Healthcare Center
- Fallbrook Food Pantry (Food drive)
- Fallbrook A Leer/Family Literacy
- Fallbrook Student of the Month
- Toys For Tots
- REINS Therapeutic Horsemanship Program
- Fallbrook Avocado Festival

We are a Los Angeles-based commercial bank with over \$24 billion in assets providing lending and deposit services primarily to middle-market clients. Regardless of your company's size, scope, industry, or location, Pacific Western Bank has a proven track record of delivering a level of service, expertise, and speed of execution that is unmatched in our industry.

Sincerely,



Gerald Alcantara

Senior Financial Services Representative



Fallbrook Regional Health District

Analysis Pricing Proforma

Pro forma based on data from Citibank October 2018 Analysis Statement

Balances

Average Ledger Balance		\$503,202.78	\$503,202.78
Less: Average Float		\$0.00	\$0.00
Average Collected Balance		\$503,202.78	\$503,202.78
Less: Reserve Requirements	10.00%	\$50,320.28	
Average Available Service Balance		\$452,882.50	\$503,202.78

Net Analysis Position

Earnings Value of Applicable Available Balance		\$279.17	\$124.08
Current Earnings Credit Rate	0.75%		
Less: Estimated Service Charges		\$97.93	\$115.72
Excess Earnings Credit		\$181.24	\$8.36
(Excess Earnings Credit)/Service Charge Due		(\$181.24)	(\$8.36)

Services Provided	Volume	Unit Price	PWB	Citibank
<u>Demand Deposit Services</u>				
Deposit Administrative Fee	503,202	0.1200	\$49.63	\$74.79
Account Maintenance	1	22.00	\$22.00	\$20.00
Account Maintenance for HOA/Property MGMT		10.00		
Checks Paid	73	0.25	\$18.25	\$14.60
Deposits Credited	2	1.50	\$3.00	\$2.80
Deposited Items	2	0.15	\$0.30	\$0.30
Deposit Correction		5.00	\$0.00	
Electronic Debits and Credits Posted	19	0.25	\$4.75	\$3.23
Insufficient Funds Fee		35.00	\$0.00	
Special Instructions for Returned Items		25.00	\$0.00	
Business TTAX Fee		10.00	\$0.00	
Returned Item Re-deposited Fee		10.00	\$0.00	
Returned Item Duplicate Advice		4.00	\$0.00	
Returned Item eMail Advice		2.00	\$0.00	
Returned Item Special Handling – per Month		25.00	\$0.00	
Returned Item Fee		10.00	\$0.00	
Stop Payment via Branch		35.00	\$0.00	
Stop Payment – Paper Confirmation		N/A	\$0.00	
Stop Payment – Auto Renewal		N/A	\$0.00	
OTC Debit Block Monthly Base		10.00	\$0.00	
Check Cashing Threshold Mo. Base		No Charge	\$0.00	
Check Pay to Indiv Block Mo. Base		No Charge	\$0.00	
Branch Assisted Telephone Transfers Per Transfer		5.00	\$0.00	
Domestic and International Wires – Incoming		12.00	\$0.00	
Domestic Wires – Outgoing		35.00	\$0.00	
Domestic Wires – Repetitive		25.00	\$0.00	
International Wires – Outgoing US Dollars		50.00	\$0.00	
International Wires – Outgoing Foreign Currency		50.00	\$0.00	
Wire Advice by Email		No Charge	\$0.00	
DDA Statement – Paper		5.00	\$0.00	
DDA Statement – Special Instructions		25.00	\$0.00	
Cashiers Check		8.00	\$0.00	
CD-ROM		30.00	\$0.00	
<u>Cash Vault Services</u>				
Currency Deposited/Furnished (per \$1,000)		0.015	\$0.00	
Standing Cash Order (per order)		10.00	\$0.00	
Manual Cash Order (per order)		20.00	\$0.00	
Special Cash Order (per order)		25.00	\$0.00	
<u>Commercial Online Banking – Premium</u>				
Online Banking Monthly Fee – 1st Account		25.00	\$0.00	
Online Banking Monthly Fee – Per Additional Acct(s)		5.00	\$0.00	
Bill Pay		Included		

Check Images	Included	
Electronic Statements	Included	
Internal Transfers	Included	
Incoming Wire Report	Included	
Stop Payment Requests	15.00	\$0.00
Loan Reporting	25.00	

Remote Image Deposit Services

Remote Monthly Maintenance	50.00	\$0.00
Remote Transaction Fee	Included	\$0.00
Remote Deposit Scanner (Monthly)		

Suggested Enhancements:

ACH Origination Services

ACH Origination Monthly Fee Per Company ID	50.00	\$0.00
ACH Origination per Item Fee	0.15	\$0.00
ACH Origination per File Fee	No Charge	\$0.00
ACH Notification of Change Fee	2.00	\$0.00
ACH Returned Item	5.00	\$0.00
ACH Return Subscription Account	No Charge	\$0.00
ACH Return Subscription Item	5.00	\$0.00
ACH Originated Addenda	Included	\$0.00
ACH Returned – Quality Fee	5.00	\$0.00
ACH Payments Online Batch	Included	\$0.00
ACH Transmission Charge	Included	\$0.00
ACH Fax Service	N/A	\$0.00
CEO ACH Hyp Tem Det Inq. – Per Item	N/A	\$0.00

Wire Transfer Services

Wire Origination Monthly Fee	30.00	\$0.00
Wire Monthly DDA Base – Voice	Included	\$0.00
Wire Template Storage – Mo. Base	Included	\$0.00
Domestic Wires – Outgoing	10.00	\$0.00
International Outgoing US Dollar Wire	15.00	\$0.00
International Outgoing Foreign Currency Wire	25.00	\$0.00

ACH Positive Pay

ACH Positive Pay Monthly Fee Per Account	10.00	\$0.00
ACH Block Monthly Fee – Per Account	10.00	\$0.00
ACH Positive Pay Decision	Included	\$0.00
ACH Positive Pay Return Item	Included	\$0.00

Positive Pay Fraud Control

Positive Pay Monthly Fee – Per Account	10.00	\$0.00
Positive Pay Exception	Included	\$0.00
Positive Pay Issued Per Item	0.06	\$0.00
Positive Pay Checks with No Issue	Included	\$0.00
Positive Pay Non Resolved Per Item	5.00	\$0.00

\$0.00
\$0.00

\$0.00
\$0.00

Total:	\$97.93	\$115.72
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The above figures are for illustrative purposes only. The actual net benefit may be higher or lower based on services provided and any fluctuations of account activity, collected balance, and/or earnings credit rate.



Corporate Profile

Pacific Western Bank has long focused on the needs of the business community by being creative, flexible, and service-centered. This commitment has led us to the pinnacle of achievement in the banking industry.

We are a Los Angeles-based commercial bank with approximately \$24 billion in assets providing lending and deposit services primarily to middle-market clients.

Pacific Western Bank's local focus and national reach is achieved through the concerted efforts of our entire team, which includes our community bank, our national lending division, and our venture banking division. Together we offer clients a holistic solution to achieve a complete banking experience for all those we serve. Regardless of your company's size, scope industry, or location, Pacific Western bank has a proven track record of delivering a level of service, expertise, and speed of execution that is unmatched in our industry.

Our financial strength stands at the top among banks of our size and scale, which is another reason why so many of our clients choose and remain with Pacific Western Bank for many years. We take your financial needs seriously, no matter the complexity or volume.

At Pacific Western Bank, our money is on you.



Cash Management

For over 30 years, we have been working with small and medium-sized businesses and their principals throughout California. We have developed a comprehensive suite of products and services to help optimize cash flow and enhance the operating efficiency of your business. Our financial strength, stability and security have us well-positioned to meet your banking needs and exceed your expectations.

Pacific Western Bank's Cash Management Solutions include:

Deposit Services

- » Small Business Checking
- » Small Business Interest Checking
- » Business Checking
- » Business Account Analysis
- » Attorney Client Trust Accounts (IOLTA)

Collection Solutions

- » Remote Deposit
- » Lockbox Services
- » Courier Services
- » Merchant Services

Savings and Retirement Plans

- » Business Money Market Accounts
- » Certificate of Deposit
- » Business Savings
- » Simplified Pension Plan

Disbursement Solutions

- » Visa® Business Credit Card
- » Mastercard® Business Debit Card
- » Positive Pay
- » Zero Balance Accounts

Online Solutions

- » eStatements
- » Bill Pay
- » Tax Payments
- » Automated Clearing House (ACH)
- » Wire Transfer Services

Additional Services

- » Payroll Processing
- » International Services



Deposit Services

We understand that proper financial management is critical to your success and no matter the size or complexity of your business, Pacific Western Bank has a variety of accounts designed to fit your needs. For every stage of your growth, we offer a complete solution for the business owner.

Small Business Checking

Designed with the small business in mind, our Small Business Checking is the perfect account for businesses with basic banking needs. Plus, with online banking and bill pay, enjoy the convenience and efficiency of managing your accounts whenever and wherever you want.

Small Business Interest Checking

Developed for sole proprietors as well as local and community based non-profit organizations with moderate transaction volumes. Not only do you earn interest on your checking account balance, but we bring 24x7 banking to your fingertips with online banking and bill pay.

Business Checking

Our Business Checking is the everyday banking solution for growing businesses. This account comes with a generous allowance of check and deposit transactions along with coin and currency deposits.

Business Analysis Checking

Designed for businesses with high volume activity, this account will give you a comprehensive look at your account activity each month. This account's per-item pricing means you pay only for the additional services you actually use and our competitive earnings credit may reduce or offset the monthly account maintenance fee and certain transaction fees.

Attorney Client Trust Accounts (IOLTA)

Our account lets you hold your client funds in an interest-bearing account with the earnings sent automatically to the California State Bar, which means less bookkeeping and more convenience for you. And with the interest going to support legal aid and our justice system, everyone benefits in the end.

All accounts are subject to approval and applicable fees, terms and conditions. See banker for details.



Savings and Retirement Plans

Maintaining liquidity without sacrificing return is a key element in maximizing business profitability. Pacific Western Bank assists companies with both short and long-term management of excess cash through a variety of savings and investment options. Additionally, our Retirement Plans can help you understand the best way to save for and realize the retirement you envisioned.

Business Money Market and High Yield Money Market

Put your money to work when you need quick, convenient access to your funds while earning premium money market rates. Higher balances earn higher rates so your account can grow even faster. Account is limited to 6 pre-authorized or automatic transfers, checks or drafts or a combination thereof, during the statement cycle.

Certificate of Deposit (CD)

Safe and secure, our CDs are a convenient savings option for business owners. With a wide variety of terms and tiered interest rates, you can choose an option that is perfectly suited to the needs of your business. CDs are subject to penalties if principal is withdrawn before maturity date.

Business Savings

Earning your money takes work but helping it grow doesn't have to. Start saving today and give your company a strong foundation to build on.

Simplified Pension Plan

Simplified Employee Pension (SEP) plans can provide a significant source of income at retirement by allowing employers to set aside money in retirement accounts for themselves and their employees. SEP Plans are designed for business owners who want a simple, easy-to-administer, low-cost plan with no complicated tax filings.

All accounts are subject to approval and applicable fees, terms and conditions. See banker for details.





Collection Solutions

Pacific Western Bank offers you a wide range of solutions to accelerate your cash flow by streamlining your systems for collecting payments and managing your receivables. Our collection services include:

Remote Deposit Service

Deposit checks from your business 24/7 without making a trip to the bank, with our Remote Deposit Service. Not only can Remote Deposit help improve your cash flow, but it is convenient, secure and easy to use. All you need is our internet-based Service, a desktop scanner and a PC. Images are transmitted electronically to the Bank and deposits can be made as late as 7:00 p.m. PST for same day credit.*

Lockbox Services

Fast, accurate and flexible, lockbox is one of the most widely used cash management tools for accelerating cash flow. Your clients remit payments directly to our lockbox processing center and items are processed and deposited for same-day credit in accordance with our Funds Availability Policy. This reduces the time and handling costs usually associated with processing a large number of remittances, maximizing your cash flow while minimizing float.

Courier Services

We make it easy and convenient for you to make deposits into your Pacific Western Bank account(s). Your company's deposits can be picked up by a bonded, insured courier and delivered to a centralized location meaning you never have to leave your office. Same day or next day credit is available depending on pick-up time and location.

Merchant Services

In today's highly competitive marketplace, providing your customers with convenient payment options is important. Through our partnership with Merchant e-Solutions, we offer simple and cost-effective solutions to accept Visa®, Mastercard®, Discover®, American Express®, debit cards and check payments.

**Refer to our Funds Availability Policy for more detailed information.*



Disbursement Solutions

Pacific Western Bank offers a wide range of payment solutions to help you administer your daily cash position accurately and effectively. These flexible, comprehensive services will help reduce risk and simplify reporting, providing greater predictability, convenience and control.

Visa® Business Credit Card

Managing your company's financial needs requires more than a checking account. Our Visa® Business Credit Card is one solution that can help by providing a flexible and cost-effective way to manage all your business expenses, such as travel and entertainment or day-to-day operating expenses.

Positive Pay

Positive Pay is the most effective fraud-fighting tool available today. Our automated check-matching service guarantees the highest level of check and balance to virtually eliminate exposure to check fraud arising from amount-altered or counterfeit checks. Through our online banking platform you can compare checks issued by your company with the checks presented for payment against your account. Any exceptions in which the issued and paid amounts do not match are reported to you, giving you the opportunity to have Pacific Western Bank pay or return each exception.

Mastercard® Business Debit Card

Make purchases faster and more conveniently at thousands of locations that accept Mastercard® debit cards with our Business Debit Card. Funds are automatically deducted from your checking account and you can view your transaction online. Our Mastercard® Business Debit Card also allows you access to over 22,000 surcharge-free ATMs nationwide, making it easy to obtain cash where you live, work and travel.

Zero Balance Accounts (ZBA's)

Our automated Zero Balance Accounting Service is designed to simplify daily cash management functions by consolidating your corporate checking balances into one concentration account. With these specialty depository accounts, deposits and checks are posted into the account and the net balance is transferred to a concentration account. ZBA's ensure that funds do not sit idle in multiple accounts and they eliminate the need to initiate account transfers.



Lending Solutions

Pacific Western Bank takes great pride in developing flexible and creative financing solutions, designed to support your short and long-term business objectives. We demonstrate this commitment by delivering customized programs, allowing you better management and control of your cash flow and growth. Our experienced and knowledgeable team of lending professionals will work with you to achieve the financial stability you desire.

Revolving Lines of Credit

A revolving line of credit gives your business the advantage of ready access to capital. It can be used to finance short-term working capital needs like inventory purchases, or to capitalize on business opportunities where time is of the essence. A revolving line can also support your treasury management program: it reduces the need to liquidate investments in order to free up capital.

Accounts Receivable Financing

Your business can accelerate its cash flow with an accounts receivable line. Eligible receivables support advances for inventory purchases, vendor payments, and other short-term working capital needs. The support provided by your eligible receivables allows ongoing borrowing -- a benefit to businesses experiencing growth, little to no seasonality, or more limited liquidity.

Equipment Financing and Leasing

Adding or upgrading equipment can make your business more efficient, more productive, and more competitive. Our leasing programs spread

the cost of new equipment over a longer term, helping to preserve valuable capital for current uses. We have designed equipment financing solutions for customers in numerous industries.

Working Capital Financing

Having the right forms of capital is critical to long-term growth. Our working capital loans provide financing for purposes such as business acquisitions, business expansion, and buyouts. We understand that opportunities won't wait, and we're committed to providing intelligent solutions, quickly.

Letters of Credit

Are you importing or exporting goods? Do you need to provide a financial assurance to a party under a long-term project or contract?

Put our creditworthiness to work for you. Commercial letters of credit can help you secure better terms and reduce certain risks of importing and exporting goods. Standby letters of credit give beneficiaries the comfort that your business has the resources to complete a project or meet other obligations.





Real Estate Loans and Services

If you're thinking about purchasing, improving, or refinancing your owner-occupied commercial property, we can help you identify the right solution. Our lending professionals are very familiar with market trends and financing options for owner-users.

Small Business Administration Loans

Pacific Western Bank is committed to providing our small business customers with the loans and services they need to successfully grow and manage their businesses.

Additionally, our designation as a **Preferred Lender** by the United States Small Business Administration means there is less paperwork required to process your loan. Decisions are made at the bank, so your business benefits from faster evaluations. In most cases, conditional loan approval can occur within 24 hours. (Subject to credit underwriting and/or evaluation.)

Terms and Uses: SBA Loans offer longer repayment terms and lower rates than conventional loan programs. Business owners benefit from smaller payment amounts and less stress on operating cash flow. Pacific Western Bank's SBA Loans can be used to enhance your business in a variety of ways:

- » Business acquisition
- » General business expansion
- » Real estate acquisition
- » Leasehold improvements
- » Machinery and equipment acquisition
- » Working capital

Accounts Receivable Financing and Factoring

Through our division **CapitalSource**, Pacific Western Bank also provides working capital financing to growing companies located throughout the United States. Our flexible financing programs enable your company to fund sales growth, reduce debt, improve vendor relations and comfortably meet cash flow requirements.

Accounts Receivable Financing

Using accounts receivable as collateral, clients can assign and borrow against all eligible outstanding receivables.

Inventory Financing

Along with accounts receivable financing, clients can obtain financing against specific types of inventory including raw materials, work in progress, and finished goods for seasonal inventory builds.

Equipment Financing

In addition to accounts receivable financing and inventory lines of credit, clients can obtain capital equipment or a capital expenditure line to purchase additional capital equipment.

Technology Financing

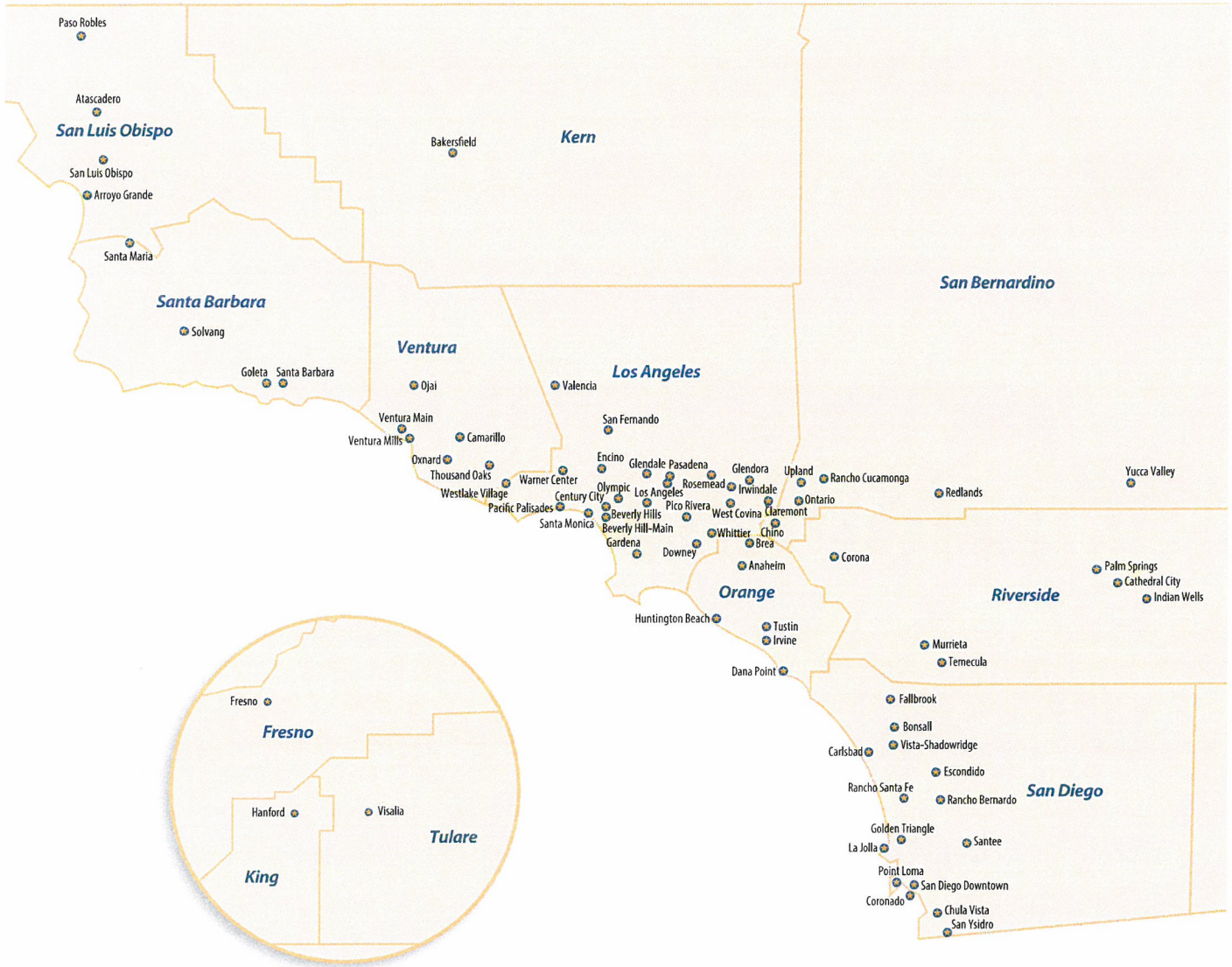
Designed specifically for emerging technology companies that may lack sufficient operating results, our technology finance loans allow companies to obtain growth financing with limited to no equity dilution.

Terms and Conditions: Financing subject to credit and any applicable collateral approval. Additional terms, conditions and restrictions may apply. Terms and conditions subject to change. Please contact one of our banking services representatives for a complete explanation of our services.





Branch Locations



DISCUSSION

Review designation of individuals authorized to deposit
or withdraw funds in LAIF account

TO: FHD FINANCE COMMITTEE – Howard Salmon, Treasurer ; Barbara Mroz

Cc: BOBBI PALMER; Gordon Tinker; Blaise Jackson

FROM: Vi Dupre, Administrator

DATE: 12/31/2015

RE: FHD Investment Accounts , Citibank Operating Account and American Express Credit Card
Change of Signatories on each Account

All accounts have been changed to add Bobbi Palmer and remove Vi Dupre as signator. Change effective 01/04/2016

TYPE OF ACCOUNT	ACCOUNT	SIGNATORS	EFFECTIVE DATE
INVESTMENT	LAIF	GORDON TINKER HOWARD SALMON BOBBI PALMER	JANUARY 4, 2016
INVESTMENT	CalTRUST	GORDON TINKER HOWARD SALMON BOBBI PALMER	JANUARY 4, 2016
OPERATING - CHECKING	CITIBANK	GORDON TINKER BARBARA MROZ HOWARD SALMON BOBBI PALMER	JANUARY 4, 2016 BP – Up to \$500.00 2 sigs over \$5000.00
OPERATING	CITIBANK - CITIBUSINESS ON LINE	VI DUPRE BOBBI PALMER – TOKEN ARRIVED: 1-4-16	ACCESS DEVICE SHOULD BE DELIVERED NEXT WEEK – Then Vi will remove from account access.
CREDIT CARD	AMERICAN EXPRESS	BOBBI PALMER received her card. 12/23/15.	Removed Vi Dupre as primary card holder. Added B Palmer. 1 card: Mike Ready- under primary account – Limit \$300.

DISCUSSION

Review Lease with MedPlus Urgent Care

**COMMERCIAL LEASE OF PREMISES BETWEEN
FALLBROOK REGIONAL HEALTH DISTRICT
AND MEDPLUS
(617 Alvarado St., Fallbrook, CA 92028)**

ARTICLE 1. PARTIES

1.01 THIS LEASE (“Lease”) is executed at Fallbrook, California, this _____ of _____, 2019, by and between **Fallbrook Regional Health District**, a public entity organized and existing under Health & Safety Code 32000 et seq. (hereinafter “Landlord”), and **MedPlus**, a medical corporation (hereinafter “Tenant”).

ARTICLE 2. LEASED PREMISES

2.01 Description. Landlord leases to Tenant, and Tenant hires from Landlord, for the term, at the rental, and upon the conditions in this Lease, the building (including all adjacent pylons, monuments, and signage), office space, and immediately adjacent parking lot area consisting of _____ spaces, located at 617 Alvarado Street, Fallbrook, California, 92028, consisting of approximately 2,400 sq.ft. of the northerly portion of the building (hereinafter the “Premises”). Attached as Exhibit “B” is a diagram and drawing depicting the Premises.

A. Personal Property. In addition to the Premises, Landlord also leases to Tenant, for the term of this Lease, the items of personal property listed on Exhibit “A” herein.

B. Exemption from Premises. As shown on Exhibit “B,” a portion of the building at 617 Alvarado Street is specifically exempted from the Premises, as that portion of the building has been placed under containment, and the parties are aware that this portion of the building has been determined to have experienced water intrusion (“the Exempt Portion.”). The parties have inspected the Exempt Portion prior to the Commencement Date of this Lease, and the parties agree that this Exempt Portion will be the subject of a remediation or demolition project to be undertaken by Landlord at a future date. Said remediation or demolition project will not result in any abatement of rent for Tenant.

ARTICLE 3. TERM OF LEASE

3.01 Term of Months. The term of the Lease shall be for a period of _____ () calendar months commencing on later than January 1, 2019, and ending no later than _____, 20____.

3.02 Commencement of Term.

A. Definition. The term Commencement Date, as used in this Lease, shall be construed to mean the ___ day of _____, 2019, as agreed upon by Landlord and Tenant.

3.03 Holding Over. Holding over after the expiration of the term of this Lease, or any oral extension thereof, with the consent of Landlord, shall be a tenancy from month to month for a period not to exceed 90 days, and the rentals and additional rentals upon the covenants, conditions, limitations, and agreements are subject to the exceptions and reservations contained in this Lease.

ARTICLE 4. RENT

4.01 Rental Payment. Tenant agrees to and shall pay to Landlord at Fallbrook, California, or at such other place as Landlord shall from time to time in writing designate, as minimum annual rental for the Premises, the total sum of **Fifty-Seven Thousand Six Hundred Dollars (\$57,600), payable in advance in the amount of \$4,800 per month**, on or before the tenth (10th) day of each month of the foregoing term.

ARTICLE 5. UTILITIES AND TAXES

5.01 Utilities and Maintenance. Tenant shall pay for all gas, heat, light, power, telephone service, internet connectivity and service, water and wastewater service, janitorial services, and any and all other utilities serving the Premises.

ARTICLE 6. USE AND OCCUPANCY

6.01 Use. Tenant shall use the Premises solely for the purpose of the business of an extended hours (to include weekday evenings and weekend hours) urgent care clinic and ancillary services therein, and for no other purpose whatsoever without the prior written consent of the Landlord.

6.02 Restrictions on Tenant's Use. Tenant agrees, in using the Premises:

A. Waste. Not to commit any waste or suffer any waste to be committed upon the Premises.

B. Nuisance. Not to commit any public or private nuisance or any other act or thing that might or would disturb the quiet enjoyment of any other tenant of the leased premises or any occupancy of nearby property.

C. Insurance Risks. Not to keep, use, sell or offer for sale on the Premise any article, or conduct any activity thereon, which may be prohibited by the standard form of fire insurance policy, and, if Tenant does keep, use, sell or offer for sale any such article, or if any acts are performed on the Premise by Tenant which increase the rate of fire insurance premiums attributable thereto on demand.

ARTICLE 7. ALTERATIONS, REPAIRS, RESTORATION

7.01 Consent of Landlord to Alterations. Tenant shall make no installations, additions or improvements in or to the Premises, except as otherwise authorized in this Lease, or structural alterations or changes either to the interior or exterior of the building on the Premises, or in the bearing walls, supports, beam or foundations without the written consent of the Landlord.

7.02 Tenant to Pay Alteration Cost. All installations, additional, or improvements, and alterations and changes made, with the consent of the Landlord, after Tenant occupies the Premises, shall be made at the sole cost and expense of Tenant.

7.03 Alterations Required by Law. If, during the term of this Lease, any additions, alterations or improvements in or to the Premises, as distinguished from repairs, are required by

governmental regulations because of the use to which the Premises are put by Tenant and not by reason of the character or structure of the building, they shall be made and paid for by Tenant.

7.04 Surrender or Removal of Improvements. All alterations, additions or improvements which are made in or to the Premises shall be the property of Landlord upon the termination of this Lease, unless prior to such termination Landlord gives Tenant written notice to remove some or all thereof, in which case Tenant shall cause the items so designated to be removed and the Premises to be restored to their condition at the commencement of Tenant's Lease, normal wear and tear excepted, all at the expense of the Tenant.

7.05 Maintenance and Repairs. Landlord agrees during the term hereof to keep and maintain at Landlord's expense the Premises and every part thereof in and about the Premises in good order, condition, and repair, including, without limiting the foregoing, all fixtures in existence or in place at the time of the commencement of this Lease, interior walls, floors, ceilings, sides, plumbing, all interior building appliances and similar equipment, windows, doors and plate glass. For purposes of this section, the parties agree that fixtures shall not include any alterations, additions, improvements or changes made pursuant to subparagraphs 7.02 or 7.03, above, nor shall fixtures include any item listed on Exhibit "A" attached hereto.

7.06 Mechanic's Liens. Tenant agrees to pay promptly for all labor done or materials furnished for any work of repair, maintenance, improvements, alterations, or additions done by Tenant in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work. If any such lien shall at any time be filed against the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same, or if Tenant in its discretion and in good faith, determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fails to furnish such security, then, in addition to any other right or remedy, Landlord may, but shall not

be obligated to, discharge the same, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Tenant shall repay to Landlord on demand all sums disbursed or deposited by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject Landlord's interest in the property, of which the Premises are a part of, to liability under any mechanic's lien law.

7.07 Notice of Non-Responsibility. Landlord shall at all times have the right to post and to keep posted on the demised premises such notices provided for under the laws of the State of California for the protection of the Premises from Mechanic's Liens of a similar nature.

7.08 Partial Destruction—Repairs by Landlord. Should the building situated upon the Premises and the leasehold improvements be damaged or destroyed by fire, casualty, or hazard, then, if damaged or destroyed by fire, casualty, or hazard, then, if damage is so slight as not to interfere substantially with Tenant's use of the Premises, Tenant shall notify Landlord, who shall immediately, undertake to make repairs to the building and improvements and restore the same to substantially the same condition as they were in immediately preceding such damage or destruction. Such work shall be done as rapidly as conditions permit. In the event such damage is so slight as not to interfere substantially with Tenant's uses of the Premises, there shall be no abatement of rent.

7.09 Total or Substantial Destruction—Termination of Lease. Should there be total or substantial destruction and Premises are rendered unusable, either in whole or in part, either party shall have the right to terminate the Lease.

7.10 Rebuilding by Landlord. In the event neither party elects to terminate this Lease, Landlord shall, to the extent of available insurance proceeds, repair or rebuild such building and improvements to substantially the same condition that they were in immediately preceding such damage or destruction.

7.11 Use of Insurance Proceeds on Termination. Should either party elect to terminate this Lease, the proceeds of insurance on the building and improvements shall be paid over to the Landlord, and such insurance proceeds shall be and become the sole and absolute property of Landlord. Nothing in this paragraph or in Paragraph (F) below shall be construed to require Tenant to pay over to Landlord proceeds of insurance on Tenant's personal property.

7.12 Use of Insurance Proceeds to Repair and Rebuild. Should either party elect to terminate this Lease, the proceeds of insurance on the building and improvements shall be paid over to Landlord, and Landlord shall hold the same in trust for the purpose of repairing or rebuilding such buildings and improvements to substantially the same condition that they were in immediately preceding such damage or destruction. In the event after such repair or rebuilding any of such insurance proceeds remains in the hands of Landlord, such balance shall be and become the sole and absolute property of Landlord.

7.13 Continuation of Operation. Tenant agrees to continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of good business and good patient care during any period of reconstruction or repair.

ARTICLE 8. CONDEMNATION

8.01 Total Condemnation. If, during the term hereof, there shall be a "total taking" by a public authority under the power of eminent domain, then the leasehold estate of Tenant in the Premises shall cease and terminate as of the date actual physical possession thereof shall be taken. "Total taking" is defined to be the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Tenant's business therein.

8.02 Partial Condemnation. If, during the term thereof, there shall be a "partial taking" of the Premises, this Lease shall terminate as to the portion of the Premises taken upon the date which actual possession of the portion of the Premises is taken pursuant to eminent domain proceedings, but this lease shall continue in force and effect as to the remainder of the Premises.

The rental payable by Tenant for the balance of the term, but not taxes and assessments, shall be abated in the ratio that the square footage of the floor area of the building taken bears to the total floor area of the building at the time of such taking. "Partial taking" is defined to be the taking of only a portion of the Premises under the power to eminent domain which does not constitute a "total taking" as defined in Section 8.01.

8.03 Allocation of Award. All compensation and damages awarded for the taking of the Premises or the common facilities, or any portion or portions thereof, shall, except as otherwise herein provided, belong to and be the sole property of Landlord, and Tenant shall not have any claim or be entitled to any award for diminution in value of its leasehold hereunder or for the value of any unexpired term of this Lease; provided, however, Tenant shall be entitled to any award that may be made for the taking of or injury to, or on account of any cost or loss Tenant may sustain in the removal of Tenant's merchandise, fixtures, equipment and furnishings.

8.04 Effect of Termination. If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Article 8, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the Premises taken, shall be paid up to the date upon which actual physical possession shall be taken by the condemnor, and the parties shall thereupon be released from all further liability in relation thereto.

ARTICLE 9. INDEMNITY AND INSURANCE

9.01 No Liability of Landlord for Tenant's Acts. Landlord shall not be liable at any time for any loss, damage or injury to the property or person of any person whomsoever at any time occasioned by or arising out of any act or omission of the Tenant, or of anyone holding under Tenant or the occupancy or use of the Premises or any part thereof or the parking lot by or under the Tenant, or directly or indirectly from any state or condition of the Premises or any part during the term of this Lease.

9.02 Indemnification of Landlord. Notwithstanding anything to the contrary in this Lease and irrespective of any insurance carried by Tenant for the benefit of Landlord, Tenant

agrees to protect, indemnify and hold Landlord and the Premises harmless from any and all damages or liabilities of whatsoever nature arising under the terms of this Lease or arising out of or in connection with the operation carried on by Tenant on, or the use or occupancy of, the Premises by Tenant.

9.03 Tenant's Insurance. The Tenant shall carry and maintain, during the entire term hereof, at Tenant's sole cost and expense, the following types of coverage in the amount specified and in the form provided for in this section. Landlord shall be named as an additional insured as to all required Insurance coverage under this Section 9.03.

A. Liability and Property Damage. Broad-form commercial general liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Tenant with respect to the Premises or arising out of the maintenance, use, or occupancy thereof, and property damage liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) each accident.

B. Delivery of Policy or Certificate. Tenant shall deliver to Landlord certificates evidencing the coverage procured by Tenant, or deliver in lieu thereof certificates of coverage from the insurance company or organization providing the coverage, which certificates shall, among other things, designate the company writing the same, the number, amount, and provisions thereof. Upon Landlord's written request, duplicate copies of such certificates of insurance shall be delivered at reasonable intervals.

C. Notice of Cancellation. All coverages shall contain a provision that no coverage shall be canceled or terminated without ten (10) days prior notice from the insurance company to Landlord. Tenant agrees that on or before ten (10) days prior to expiration of any insurance coverage, Tenant will deliver to Landlord written notification in the form of a receipt or other similar document from the applicable insurance company or organization that said policy or

coverages have been renewed, or delivered certificates of coverage from another good and solvent insurance company or other entity for such coverage.

D. Waiver of Subrogation Rights. Tenant shall procure an appropriate clause in, or an endorsement on, any policy of fire or extended coverage insurance covering the personal property, fixtures and equipment located in or on the Premises, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery against Landlord, and Tenant does hereby agree that it shall not make any claim against or seek to recover from Landlord any loss or damage to its property or the property of others, resulting from fire or other hazards covered by such fire and extended coverage insurance.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

10.01 Landlord's Consent Required. Tenant shall not assign, mortgage, or hypothecate this Lease in whole or in part, not sublet all or any part of the Premises, without the prior written consent of Landlord in each instance. Notwithstanding the foregoing sentence, Tenant may assign its option to purchase the premises to an affiliate of Tenant (as used in this paragraph, "affiliate of Tenant" shall mean a corporation, limited liability company, or other entity in which any member or owner of Tenant holds more than fifty percent (50%) of the outstanding voting capital stock, or other means of control). This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

10.02 Condition to Consent. As a condition to its consent, Landlord may require Tenant to pay all expenses in connection with the assignment, and Landlord may require Tenant's assignee to assume in writing the obligations of Tenant under his Lease.

ARTICLE 11. DEFAULT AND REMEDIES

11.01 Termination for Tenant's Insolvency or Dissolution. This Lease shall be deemed repudiated and breached by Tenant if, during the term of this Lease:

1. A petition to have Tenant adjudicated a bankrupt or a petition for reorganization or arrangement under any of the laws of the United States relating to bankruptcy be filed by Tenant, or be filed against Tenant, and if so filed against Tenant not be dismissed within thirty (30) days from the date of such filing;
2. The assets of Tenant or the business conducted by Tenant on the Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
3. Tenant becomes insolvent or makes an assignment for the benefit of creditors;
4. Tenant commits any act of bankruptcy, or;
5. Any corporate Tenant or assignee or successor in interest of Tenant commences proceedings for winding up.

11.02 Landlord's Right of Termination, Reentry, Damages. Tenant expressly agrees that Landlord may, at its election, terminate this Lease in the event of the occurrence of any of the contingencies hereinabove described by giving no less than three (3) days written notice to Tenant and, when so terminated, Landlord may reenter the Premises, and the leasehold interest created by this Lease shall not be treated as an asset of Tenant's estate. It is further expressly understood and agreed that Landlord shall be entitled upon such reentry, notwithstanding any other provisions of this Lease, to exercise such rights and remedies and to recover from Tenant as damages for loss of the bargain resulting from such breach, and not as a penalty, such amounts as are specified in Section 11.03.

11.03 Default. Landlord may, at its option and without limiting Landlord in the exercise of any other right or remedy he may have on account of a default or breach by Tenant, exercise the rights and remedies specified in Section 11.03 if:

A. Rent Default. Tenant defaults in the payment of any money agreed to be paid by Tenant to Landlord for rent or to be paid for taxes and utilities or for any other purpose under this Lease, and if such default continues for **three (3)** days after written notice to Tenant by Landlord.

B. Abandonment. Tenant abandons the Premises for a period of thirty (30) days.

C. Other Default. Tenant defaults in the performance of any other of its agreements, conditions, or covenants under this Lease and such default continues for thirty (30) days, plus such period of delay as Tenant may encounter in the performance of its agreements by reason of matters beyond the control of Tenant.

11.04 Remedies. On any breach, default or abandonment, Landlord may exercise any of the following rights after the periods of time stated in Section 11.02.

A. Continuation of Lease After Breach. Even though Tenant has breached this Lease and abandoned the property, this Lease continues in effect for so long as Landlord does not terminate Tenant's right to possession; and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. For the purposes of this Section, the following do not constitute a termination of Tenant's right to possession:

1. Acts of maintenance or preservation or efforts to re-let the property.
2. The appointment of a receiver on initiative of Landlord to protect his interest in this Lease. Tenant may, at its option, transfer its interest hereunder in the following manner so long as Landlord has not terminated Tenant's right to possession; sublet the property, assign its interest in the Lease, or both, with the consent of Landlord, which consent shall not be withheld unreasonably.

B. Termination of Lease. Landlord may terminate this Lease, and recover from Tenant all damages permitted by Civil Code Section 1951.2 including the worth at the time of

award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided, and in the event of such a termination said Section 1951.2 shall govern with respect to the rights, duties and liabilities of Landlord and Tenant.

11.05 No Waiver of Default. Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be, or be construed as a waiver thereof, nor shall not be, or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise rights given him on account of any such default.

11.06 Landlord's Right to Cure Default. If the Tenant shall be in default in the performance of any covenant on its part to be performed under this Lease, then after notice and without waiving or releasing Tenant from the performance thereof, Landlord may, but shall not be obligated so to do, perform any such covenant, and, in exercising any such right, pay necessary and incidental costs and expenses in connection therewith. All sums so paid by Landlord, together with interest thereon at the rate of ten percent (10%) per annum, shall be deemed additional rent and shall be payable to Landlord on the next rent paying day.

ARTICLE 12. LANDLORD'S GENERAL PROTECTIVE PROVISIONS

12.01 Surrender at End of Term. Tenant shall peaceably give up and surrender to Landlord the Premises and every part thereof to Landlord at the termination of the term of this Lease in as good a condition and repair as reasonable use and wear thereof will permit.

12.02 Landlord's Right to Inspect. Landlord shall be entitled, at all reasonable times, to go on the Premises for the purpose of inspecting the performance by Tenant of the terms and conditions of this Lease, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration, or repair thereof, as required or permitted by any

law or ordinance.

12.03 Landlord's Right of Entry. Landlord reserves, and shall at any and all times, except in the event of an emergency, provide Tenant two hours notice of Landlord's intent to enter the Premises and Tenant shall have the opportunity to have a representative of the Tenant accompany Landlord for the purpose of inspecting the premises, to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Landlord agrees at all times to comply with applicable HIPAA and state medical privacy regulations.

Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 13. GENERAL PROVISIONS

13.01 Conditions and Covenants. All of the provisions of this Lease shall be construed

to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

13.02 No Waiver of Breach. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

13.03 Time of Essence. Time is of the essence of this Lease, and of each provision.

13.04 Unavoidable Delay—Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligation (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, nothing in this section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be expressly provided elsewhere in this Lease.

13.05 Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall incur to the benefit of and shall be binding upon the heirs, assignees, and successors in interest of Landlord, and subject to the restrictions of Article 12, the authorized assignees, transfers, subtenants, licensees, and other successors in interest of Tenant.

13.06 Entire Agreement. This Lease contains the entire Agreement of the parties with respect to the matters covered by this Lease, and no other agreements, statements, or promise

made by any party, which is not contained in this Lease shall be binding or valid.

Landlord and Tenant have executed this Lease as of the day and year written above in Article 3, Section 3.02.

LANDLORD:

Fallbrook Regional Health District

By: _____
Howard Salmon, President
Board of Directors

TENANT:

MedPlus

By: _____
Graydon Skeoch, D.O.

DRAFT

DISCUSSION

Consideration of Automatic Data Processing, Inc. (ADP)
for payroll and human resources



PROPOSAL FOR:

Company Name:	Fallbrook Regional Health District
Contact Email:	bookkeeper@fallbrookhealth.org
Date of Proposal:	6/1/2017
Company Information	

 *Small Business Services*

SARA KLUG	Automatic Data Processing
Elite District Manager	Small Business Services
585-445-2240	<u>SARA.KLUG@ADP.SUTH.COM</u>
585-419-3793- FAX	

The Business Behind Business

Fallbrook Regional Health District

ADP Enhanced Payroll

Payroll Pricing Based on: **4 employees**
 Paid on a: **Semi-Monthly frequency**

ADP Enhanced Payroll:	\$98.95
Payroll Processing with RUN	Included
Tax Filing Services	Included
UPS Delivery	Included
New Hire Reporting	Included
Electronic Reports	Included
Employee Access	Included
RUN Powered by ADP mobile payroll	Included
General Ledger Interface	Included
Pay Options (TotalPay, FSDD, Check Signing/Stuffing, Pay Card)	Included
Accounting & Business Management	Included
Sales/Expense tracking, payroll interface, customer invoicing, payment processing	Included
Poster Compliance Update Service	Included
Garnishment Payment Service	Included
SUI Management	Included
HR Features:	Included
State & Federal Resources	Included
HR Tip of the Week	Included
Quarterly HR Newsletter	Included
HR Checkups	Included
HR Dictionary	Included

One-time Setup Fee (includes)	\$200.00
Client Referral Setup Discount	-\$200.00
One-time Setup Fee Total	\$0.00
Customization of Run Product	
24x7 Customer Support	
Product Training	
24-hour Online Access	

Year-End W-2 & 1099 Processing	\$45.00 Base Filing Fee
	\$5.75 per W-2/1099 Form
Subtotal Per Processing Fee	\$98.95
Payroll Discount	35%

Total Cost Per Pay Period with Discount: \$64.32

The ADP Guarantee: "Accurate, on time, or on us!"

All payroll checks and vouchers will show net amounts free of ADP error and you will receive your payroll on your scheduled delivery date and time, or that payroll processing will be free. Excludes delays beyond ADP's reasonable control. Must notify ADP of error prior to next payroll in order to receive free processing.

RUN Payroll Processing

With RUN, all you need is high-speed internet access to process payroll anywhere, anytime. Access is available to PC, MAC and Smart Phone users. ADP calculates both employer and employee paid payroll taxes and other deductions setup by your company. To ensure accuracy, the Payroll Preview feature of RUN allows you to view payroll results prior to running payroll to eliminate reruns. Checks are delivered overnight via UPS (or you may print locally on pre-printed check stock.) You will have 24-hour access to online reports and 24x7 customer support!

Tax Filing

We calculate, deposit, file and reconcile federal, state, and local payroll taxes, completely shielding you from the IRS. We take care of 941 and 940 filings and provide online tax filing reports that are updated with each payroll processing. Federal and State tax forms can be viewed online.

Full Service Direct Deposit

ADP eliminates the need for paper checks by electronically depositing payroll funds directly into your employees' bank accounts.

New Hire Reporting

ADP will automatically register all new hires with the state within the required 7-20 day timeframe, giving you freedom from late filing penalties.

Employee Access

Your employees have access to 12 rolling months of personal earnings history online. Employees can view and print their pay statement information, cutting down on pay related questions that take time out of your day.

RUN Powered by ADP Mobile Payroll

The RUN small business payroll solution lets you process payroll anywhere, anytime and on virtually any leading mobile device.

General Ledger Interface (GLI)

Electronically import journal entries from ADP payroll into your accounting application, eliminating the need to re-key data. For your convenience, you can create GL files specific to QuickBooks, QuickBooks Online, Xero, Creative Solutions Accounting, and Accounting CS. Generic Excel file format is also available that can be added into virtually any other accounting application.

Health Care Reform Tools

The Affordable Care Act (ACA) page provides tools, reports and useful links to navigate through the complexities of the ACA. This helps to administer ACA in your business – complete with Exchange Notification Letters, Healthcare Tax Credit Assist, an ACA Dashboard and FTE Calculator. [We'll help you to determine whether the company may be considered an "applicable large employer" (over 50) and subject to shared responsibility to offer a healthcare plan. The Health Care Tax Credit Assist helps to gather information to determine eligibility to receive a tax credit if you have under 25 employees and offer healthcare now. All clients can avoid risk by providing each new hire the Letter of Exchange which notifies them how to get health coverage.]

HR Essential Tools: ** These include...

State and Federal Resources to help meet your core state and federal document requirements with convenient access to key government forms and documents.

HR Checkups to compare your current HR practices against HR best-practices to see how you measure up.

HR Tip of the Week to have practical how-to articles that provide best-practice information to complete your everyday employee management tasks.

Quarterly Newsletter for timely, comprehensive articles focused on compliance requirements and getting the most out of your workforce.

HR Dictionary with hundreds of must-know HR terms, definitions and abbreviations to clarify your HR tasks.

Poster Compliance Update Service

ADP will provide you with a complete set of high quality, laminated all-in-one labor law posters covering all mandatory Federal and State specific notices for general employers. We automatically ship updated new posters for any significant changes in mandatory Federal and State posting laws ensuring you stay in compliance with the law.

Garnishment Payment Service (GPS)

Save time by eliminating the manual tasks involved in making garnishment payments. ADP will disburse garnishment payments to the appropriate payees- including states where electronic transmission of payments is required.

SUI Management Compliance

Help protect your company from unnecessary state unemployment insurance charges by having ADP verify each claim before spending money on unwarranted charges against your account. We review your benefit charge statements for errors that could cause your rate to be higher than necessary.

Pay Option: TotalPay

Offer a choice to your employees on how they want to be paid. ADP debits the total net amount of your payroll from your bank account and issues either paychecks or direct deposits from an ADP partner bank account. Convenience and protection are added to the ADPCheck since we provide check fraud protection, handle all paycheck reconciliation, and issue checks that come signed by ADP, and stuffed in window envelopes.

Pay Option: Pay Card

ADP provides a personalized Mastercard® prepaid card to your employees as an option for receiving their pay. Employees can have their net pay automatically loaded on their pay card every payday.

Pay Option: Check Signing & Stuffing

ADP signs the payroll checks with your signature and stuffs your payroll checks into envelopes, ready for distribution, reducing administrative time and expense.

ADP Hire

An extensive hiring solution to select the best fit for your business. Create job postings with the help of the Job Description Wizard. Ask optional prescreening questions in writing, by phone interview or even by video. Send posting to an extensive database of job boards and social media sites at no additional cost. Neatly manage your applicants, review resumes of job seekers ready to be hired, and schedule interviews in your calendar. ADP Hiring transforms the hiring process at every step. <http://youtu.be/sglB59-NyAO>

HR Help Desk **

Call or email our dedicated team of HR professionals whenever you have questions about employment regulations, employee issues and other human resource matters. This includes a hotline to answer questions about the Affordable Care Act .

Background Checks

ADP will help you identify potential hiring risks. Receive instant validation of an applicant's Social Security Number, a single county-level criminal history report in the candidate's current county of residence, and verified county criminal records for the ADP proprietary criminal search. Additional county searches will be recommended on screen and available for a fee. (5 per year with Complete & HR; 25 per year with Complete & HR PLUS)

Employee Handbook Wizard **

Create a comprehensive, legally compliant handbook in a little as 15 minutes - no technical knowledge required. Your handbook is hosted electronically by ADP, with online acknowledgements to ensure your employees have reviewed your policies and procedures.

Job Description Wizard

Adapt and customize job descriptions for your business based on a database of over 300 ADA (Americans with Disabilities Act) compliant job descriptions.

Advanced HR Toolkits

Effectively manage everyday HR tasks such as hiring and termination with step-by-step best-practice guidelines, essential forms and documents, and related policies. Complete and document advanced HR tasks, including everything from OSHA to FLSA.

HR Compliance Updates and Training

Receive proactive email alerts when employment laws change that may affect your company's policies, procedures or compliance requirements. Develop basic HR knowledge through the HR Fundamentals Training course. On-demand, self-paced training covers Employee Handbooks, Recordkeeping, Hiring, Benefits, Compensation, Performance Mngt, Discipline, and Termination.

50 State and Federal Compliance Database **

Get information about ever-changing state and federal employment laws without the legal jargon, with plain English summaries of major regulations.

HR Forms and Documents **

Obtain your key HR forms from our central library of thousands of best-practice documents, checklists, forms, job descriptions and policies.

Document Vault

Attach documents that align with an employee's file. Upload scanned documents and attach them to one of the HR Tracking Screens, or store them at the company level. Each HR Tracking page has templates that can be customized, scanned, and uploaded to the employee's file. File job applicants, confidential company and employee files, employee personnel files, and other HR management files like on-boarding, discipline and employee management.

HR Tracking (Includes Performance, Education, and others)

Track employee information including assigned property, emergency contacts, educational background, licenses and certifications and their renewal dates, employee skills, performance reports, and job information history.

eTimecards

Employees can easily enter hours directly online or from their mobile device/tablet. As well, it eliminates the need for business owners to manually track and process their employees' time.



Getting Started with RUN

As you prepare to get started, be assured that we will be there to guide you through every step of the way. We will get you up and running in four easy steps.

Step 1: Gather Your Information (Please provide the following information to your sales associate:)

- * Federal ID number (Federal Proof of your EIN must be pre-printed by the IRS and not older than 5yrs.)
- * State Tax ID number(s)
- * Local Tax ID number(s)
- * Copy of a voided check
- * Employee W-4 data
- * Prior balance information (see below for details)

Step 2: RUN Powered by ADP® ("RUN") Registration - Register Online

You will receive two emails from RunDoNotReply@adp.com. Click on the URL provided, then click the REGISTER NOW button. Enter the Temporary ID and Temporary Password provided to you separately in the two emails.

You will be asked to create a username (eight characters) and password (eight characters & alpha numerals), select 3 security questions, and accept online terms and conditions.

(*Please be aware that your new RUN account is still being processed and the Tasks listed on your home page will be completed by your Implementation Specialist.)

Step 3: Process Payroll

Your Implementation Specialist will be assigned on this call, and will be your dedicated contact for the rest of your time during Implementation. During this call your Implementation Specialist will provide their direct extension and will:

- Highlight features of our RUN product and HR Solutions based on your business needs.
- Guide you through completing your first payroll with ADP®.
- Determine your support needs going forward.

Step 4: Ongoing Support

Your Service Team is available 24 hours a day, 7 days a week. This knowledgeable team of representatives will be able to assist you in the event you have a question.