



AGENDA
BOARD OF DIRECTORS
STRATEGIC PLANNING WORKSHOP

Saturday, May 20, 2023, at 9:30 A.M. - 2:30 P.M.

Administrative Office, 1st Floor Community Room, 138 S. Brandon Rd., Fallbrook

In accordance with California Government Code Section 54953 teleconferencing will be used for this meeting. Board members, staff and members of the public will be able to participate by webinar by using the following link: <https://us02web.zoom.us/j/85261973171?pwd=ZndFejRoSWtVazJ6dVlvREJLaUdlZz09>
Meeting ID: 852 6197 3171. Participants will need to download the Zoom app on their mobile device. Members of the public will also be able to participate by telephone using the following dial in information: Dial in #: +1-669-900-6833 Meeting ID: 85261973171 Passcode: 474776

1. CALL MEETING TO ORDER / ROLL CALL / ESTABLISH A QUORUM / PLEDGE OF ALLEGIANCE

2. PUBLIC COMMENTS – ANNOUNCEMENT

Members of the public may address the Board regarding any item listed on the Agenda at the time the item is being considered. Members of the public attending in-person need to fill-out a “Request to Speak” card and those attending by webinar need to raise your hand at this time and identify the Agenda item they would like to speak on. The Board has a policy limiting any speaker to not more than five minutes.

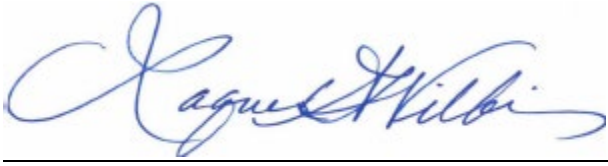
3. DISCUSSION ITEMS-

- a) Community Health Contract Grants process and policy
 - i) Revenue proportion
 - ii) Service areas
 - iii) Current policy and future priorities
 - iv) Memorandum of Understanding (MOU) for ongoing services
 - v) North County Fire Protection District grants
- b) Community Health and Wellness Center services and programs
 - i) Setting priorities
 - ii) Expectations of future programming
- c) Redevelopment of the Community Health and Wellness Center
 - i) Building A – Sanctuary/Fellowship Hall
 - ii) Building B – Education Center
 - iii) Building C – House
 - iv) Property and infrastructure
- d) Mission, Vision, and Values

4. BOARD MEMBER COMMENTS AND FUTURE AGENDA ITEMS

5. ADJOURNMENT

I certify that on May 17, 2023, 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 24 hours in advance of the meeting. The American with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in or denied the benefits of District business. If you need assistance to participate in this meeting, please contact the District office 24 hours prior to the meeting at 760-731-9187.

A handwritten signature in blue ink, appearing to read "August Kilbi". The signature is fluid and cursive, with a large initial "A".

Board Secretary/Clerk

FALLBROOK REGIONAL HEALTH DISTRICT
POLICY MANUAL

TITLE: **COMMUNITY HEALTH CONTRACTS/
GRANT POLICY & PROCEDURES**

APPROVED:1/12/2023

DISTRICT BACKGROUND INFORMATION

Fallbrook Regional Health District (“District”) is a government entity under the Local Health Care District Law (Statutes 1945, Chapter 932; Health and Safety Code, Division 23, Sections 32000 et seq., of the State of California). The District serves residents of the Fallbrook, Bonsall, Rainbow and De Luz areas of northern San Diego County.

Created by residents for residents, Healthcare Districts throughout California provide vital services for the community members who create and oversee them. As the most responsive form of local government, Healthcare Districts are established, operated, and controlled by local voters who understand each community's concerns and ensure that each District is effectively meeting their local health care needs.

The Fallbrook Regional Health District Mission:

The Fallbrook Regional Health District assists residents to lead healthy lives, supporting a greater life span and independence.

The Fallbrook Regional Health District Vision:

Fallbrook Regional Health District will offer and support services and programs that measurably improve physical and mental health, social engagement and increased life span and independence.

GUIDELINES

PROGRAMS FUNDED

The Fallbrook Regional Health District (District) provides grant funding through our Community Health Contract Grant process to organizations that meet the health and wellness needs of our community and are consistent with the District's mission.

The Health Care District Act (Health & Safety Code section 32121) has evolved over the years to provide very broad authority to Health Care Districts. Currently, Health Care Districts have numerous powers, which include the establishment, maintenance, and operation, or the providing of assistance in the operation of, one or more health facilities or health services, including but not limited to, outpatient programs, services and facilities; retirement programs, services, and facilities; chemical dependency programs, services, and facilities; or other health care programs, services, and facilities for the benefit of the people served by the district.

Moreover, among other powers, the Health District may establish, maintain, and operate, or provide assistance in the operation of, free clinics, diagnostic and testing centers; health education, wellness and prevention programs; rehabilitation, aftercare and any other healthcare services; provider groups; and organizations that are necessary for the maintenance of good physical and mental health in the communities served by the District.

POPULATION SERVED

The District provides grant funding through the Community Health Contracts (CHC) program. Community Health Contract funds must benefit the residents of the communities served by the Fallbrook Regional Health District. The District's service area and sphere of influence area covers 110.57 square miles. This includes Bonsall, De Luz, Fallbrook, and Rainbow. Estimated population of the District is 50,985 (US Census, 2020).

APPLICANT ELIGIBILITY

To be eligible for consideration, the applicant must meet the following requirements:

1. The agency must be an incorporated nonprofit organization with a tax-exempt status under California state law and Section 501(c)(3) of the Internal Revenue Code, or, be a public/governmental agency, program or institution.

Newly established agencies must:

- a. Demonstrate, through written agreement with a 501(c)(3) qualified agency that, for the one-year period of the CHC, they will fall under the auspices of that qualified agency. The agency providing the umbrella status must meet the District requirement of being an established provider of healthcare related preventive or intervention services to the public in the District community.
 - b. Secure 501(c)(3) status within the CHC funded year. If they fail to secure 501(c)(3) status, they will be ineligible for subsequent application for Fallbrook Regional Health District funding until such time as proof of 501(c)(3) status has been attained and presented.
2. For-profit (commercial) organizations are eligible to apply but will only be considered if providing services that are not available by a nonprofit provider. All policies and requirements apply equally to for-profit and non-profit recipients. Including, but not limited to the inclusion of financial information, budgets and reporting or results.
 3. The agency must demonstrate the ability to provide services and/or programs that will benefit the residents of the District.

4. The funded services must be provided within the District and demonstrate the ability to make services and/or programs easily accessible to District residents.
5. Awarding contracts to underserved individuals will be taken under consideration; however, support for this application would likely be referred to a nonprofit partner to coordinate services.

MULTIPLE APPLICATION SUBMISSIONS

An agency may submit multiple grant applications per fiscal year for multiple programs. For example: If an agency operates two distinct programs, one dental clinic and one mental health clinic, the agency would be eligible to receive two district CHCs.

PRIOR GRANT RECIPIENTS

The District will fund a distinct program for up to three consecutive years, however, after that consecutive three years the program will become ineligible for one year. Agency's may reapply after that one-year hiatus. Noncompliant or inefficient use of funds may render organizations ineligible for future funding. The District reserves the right to consider extenuating circumstances under which grants may be provided to prior grant recipients, and exceptions to these circumstances.

INELIGIBLE FOR FUNDING

The District will not fund:

- Endowments
- Awarding grants to, and limiting funds for, foundations that are sponsored or controlled by, or associated with, a separate grant recipient.
- Expenses related to fundraising or lobbying of public officials or other political purposes
- Organizations intending to "pass-through" or re-grant District funds to other organizations; unless serving as the fiscal agent or umbrella for a designated local nonprofit. Funds must be clearly used to support District residents.
- Basic research, defined herein as the pursuit of knowledge without immediate practical program or human applications
- Sectarian purposes
- Programs related solely to the provision of housing, or for employment opportunity and/or educational pursuits for the purpose of employment.
- All other restricted uses contained herein.

REVIEW PROCESS

All CHC funding requests are reviewed by the District Chief Executive Officer and Board Directors. During the review process, the District may require additional information from applicants. This information may include oral or written clarification of CHC request detail. The District may include a panel of community stakeholders to review the completeness and merit of the applicants and provide feedback to the Chief Executive Officer. Final funding decisions will be made by the District Board of Directors at a public meeting. See application and review schedule for specific dates. Certain rights are reserved to Board discretion and action.

RIGHTS RESERVED BY THE BOARD OF DIRECTORS

The Fallbrook Regional Health District Board of Directors reserves the right to decline or accept application(s) upon fair consideration in accord with CHC guidelines established and provided to all applicants. On applications accepted and approved, the Board reserves the right to determine

the amount of funding to be awarded.

The Board reserves the right to adjust category designation in accord with its established criteria. In addition, the Board reserves the right to seek additional information as necessary to make their funding determinations. This shall be by request for clarification in written form. Requests shall be presented to the applicant by the appropriate District Staff Member and must be returned to the District office in a timely manner. Site visits and/or interviews may also be scheduled in the application review process.

APPLICATION CRITERIA

All CHC Grant applications must be able to demonstrate that health and /or wellness activities will meet the following criteria:

1. Proposed program addresses the Social Determinant of Health paradigm, and must demonstrate how it positively addresses better health and/or wellness outcomes:
 - Economic Stability (Employment, Food Insecurity, Housing Instability, Poverty)
 - Education Access & Quality (Early Childhood Education and Development, Enrollment in Higher Education, High School Graduation, Language and Literacy)
 - Social & Community Context (Civic Participation, Discrimination, Incarceration, Social Cohesion)
 - Healthcare Access & Quality (Access to Health Care, Access to Primary Care, Health Literacy)
 - Neighborhood & Built Environment (Access to Foods that Support Healthy Eating Patterns, Crime and Violence, Environmental Conditions, Quality of Housing)
2. At least 80% of FRHD funded program participants are District residents.
3. At least 20% of proposed program's budget is funded by another funding source/in-kind support.
4. Program has fully developed program goal(s) with corresponding SMART (Specific, Measurable, Achievable/Attainable, Realistic, Time-Bound) Objectives to demonstrate how those goals will be achieved.
 - a. Quarterly reports demonstrating progress of goal(s) and objective(s) will be required. If your program is a one-time event, only one report will be required by the next quarterly report due date.
5. Programs or services should be able to demonstrate that they are developed from evidence-based program(s)/best practices.
 - a. New programs, services or initiatives, should be able to demonstrate the need for this service, that there is no existing organization working toward the same goal, and/or that collaboration with an existing organization is anticipated.
6. The application will list how and where acknowledgement of Fallbrook Regional Health District funding support will be included. This includes all print and electronic materials, press releases, website references, and any other form of written and verbal publicity that relates to the funded program. Acknowledgment should include an official sponsor line, as well as the FRHD logo. Examples of these acknowledgments are to be included in the quarterly report.

7. While not a required element of proposals, programs that demonstrate collaborations with other agencies in the provision of the services will be viewed favorably in the reviewing process.

APPLICATION & EVALUATION SCHEDULE

COMMUNITY HEALTH CONTRACT WORKSHOPS: Informational session, Q&A, and collaborative brainstorming will occur in January where applicants will meet with District staff to understand how the application portal operates, clarify eligibility criteria and other technical aspects of the application.

APPLICATION WINDOW: Open, first business day in February at 10:00am, and closes on the last business day of the month at 4:00pm. Applications are accepted via an online portal accessible through the District's website; <https://www.fallbrookhealth.org/community-health-contracts>.

Technical assistance from District staff is available upon request during the application window.

APPLICATION EVALUATION PERIOD:

The Chief Executive Officer and staff will review each application for completeness before submitting copies to the Board of Directors. All applications are evaluated by each Board Director. Site visits may be scheduled.

ANNOUNCEMENT OF AWARDS: The Board of Directors may call a special meeting or announce the awards sometime within the month of April. The date and location for this meeting will be announced publicly and all applicants will be notified.

DISTRIBUTION OF CHC GRANT AGREEMENT: Signed agreements must be returned to the District by the 1st Wednesday of July to complete execution prior to scheduling Quarter 1 payments and/or site visits.

QUARTER 1 PAYMENT AND SITE VISITS: Board of Directors and staff will begin making disbursements and or may conduct site visits during the month of July.

Exact dates will be updated and posted on <https://www.fallbrookhealth.org/calendar> annually.

REPORTING & PAYMENT DISTRIBUTION GUIDELINES

By accepting the contract, the recipient agrees to periodic monitoring of their contracted program by District staff members. Recipient agrees to submit timely periodic written and/or oral reports to the Board as defined in the executed agreement and to participate in District Community Health Program events and attend, representatively, District Board meetings when requested.

Reports must be submitted by the following due dates:

- 1st Quarter: 2nd Wednesday of October
- 2nd Quarter: 2nd Wednesday of January
- 3rd Quarter: 2nd Wednesday of April
- 4th Quarter: 2nd Wednesday of July

Contract holders must contact the District if these deadlines cannot be met before the due date. Reports that are more than one month late may cause the contract to be cancelled.

Payment Distribution will be on or after the following payment dates:

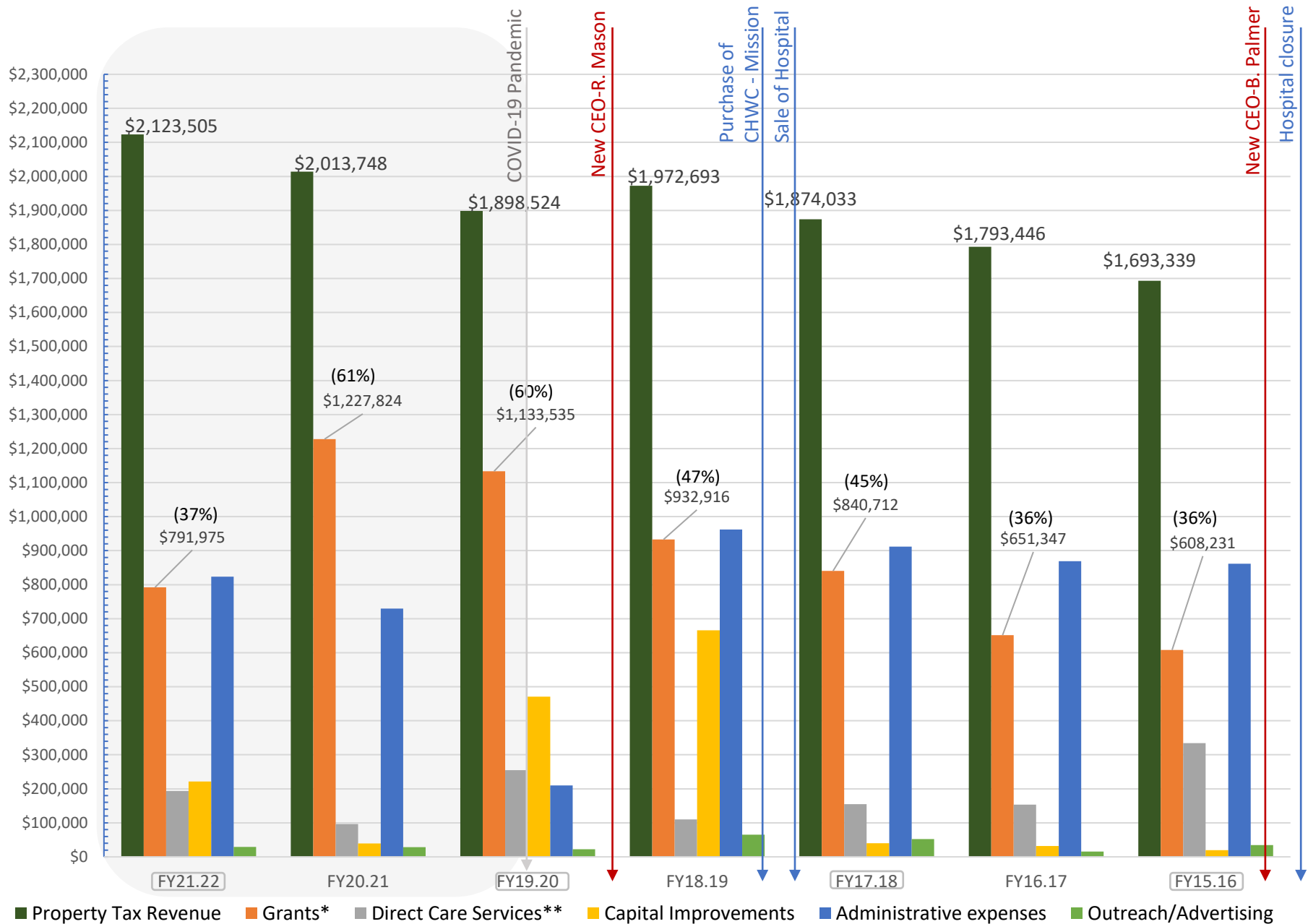
- 1st Quarter Check: 1st Wednesday of July – may vary depending on the July 4th holiday
- 2nd Quarter Check: 1st Wednesday of November
- 3rd Quarter Check: 1st Wednesday of February
- 4th Quarter Check: 1st Wednesday of May

A District staff member will contact recipients to schedule a site visit when payment distributions will be made. Payment is contingent upon receipt of quarterly reports. Board Member(s), the Chief Executive Officer and/or other District staff may be present at site visit.

SPONSORSHIP OF CHARITABLE EVENTS

FRHD does not currently provide sponsorships of charitable events. However, support for these events may be considered at a future time, which would be publicly announced and would follow the below guidelines:

1. Organizations requesting the District to sponsor a charitable event shall solicit in the form of a letter or in combination with a grant request application, as well as any appropriate back-up materials, including a list of sponsorship levels, if applicable.
2. The request shall clearly indicate the amount requested, the sponsorship opportunity levels, and how the event will benefit a community health care program that provides services in the District.
3. The request shall include the price per individual ticket/pass to attend, as well as the portion of the amount attributed to the purchase of goods and services.
4. The request shall include a final accounting of the prior year's event, if applicable, as well as a budget for the event being requested, so the District can clearly determine the cost of holding the event in comparison to the funds benefitting community health care programs. No less than 80 percent of the revenue shall be applied to the organization's programs and not to event expenses.
5. Events advertised in brochures and/or fliers that give the appearance of being sent by the District as part of a mass mailing shall not be considered.



*From 2000-2019, we average 36% of PT Income to Grants

**Grant funding to North County Fire is included within the District Direct Care Services category

□ Election years with new Board Members

GRANT AGREEMENT

This Agreement is entered into by the **Fallbrook Regional Health District** ("DISTRICT"), a California health care district organized and operating pursuant to Health and Safety Code section 32000 et seq., and North County Fire Protection District ("RECIPIENT"), and is effective upon execution by the parties.

1. Grant

As a result of the significant impacts and accumulated effects of the hospital closure, and the change in the way NCFPD now delivers Emergency Medical Services, NCFPD has approached FRHD for ongoing financial support in order to assure high quality EMS services to residents. Such that, NCFPD maintains a fleet of six ambulances, each with a lifespan of six years. Assuring three frontline ambulances and three reserve ambulances being available at all times requires the purchase of one new ambulance each year. Thus, financial assistance from FRHD is necessary to ensure NCFPD can continue and enhance the quality of service to our community that they want and deserve.

Amount: NCFPD would like the FRHD to participate in a 50% cost share for the replacement of one ambulance each fiscal year; for the term of the current Joint Powers Agreement. Total cost of an ambulance is approximately \$210,000.00, divided by 2 = \$105,000.00 FRHD cost share portion per year. This cost can vary slightly, in either direction, based on manufacture pricing and any equipment needs at the time of purchase. It is always the intent of NCFPD to be as fiscally responsible as possible with all apparatus replacement.

2. Term of Agreement

The term of this agreement is from July 1, 2019 through June 30, 2024, subject however, to earlier termination as provided herein.

3. Legal Responsibility/Liability

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated for the purpose or purposes for which the grant was intended, as outlined in RECIPIENT'S Request for Proposal/Grant Application. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

4. **Reduction of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the RECIPIENT is not meeting the objectives of the grant as determined in the sole discretion of DISTRICT. RECIPIENT understands and agrees that RECIPIENT's failure to comply with its obligations under this Agreement, including, without limitation paragraphs 11, 16, and 18 herein, may result in RECIPIENT's disqualification from participation in subsequent grant cycles with the DISTRICT. RECIPIENT hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension, or reduction of the funds provided by DISTRICT.

5. **Other Funding Sources**

RECIPIENT shall make available, as requested by DISTRICT, information regarding other funding sources for the programs or services provided by RECIPIENT.

6. **Amended Program Work Plan**

RECIPIENT shall submit to the DISTRICT with the signed grant agreement, an amended work plan if original grant request is not fully funded.

7. **Fund Use Description**

RECIPIENT shall have available for prospective participants or others a description detailing the nature of the program or service(s) that are being funded by DISTRICT. This written program description may be a separate document or incorporated in the overall program materials developed by the RECIPIENT. Upon request, RECIPIENT shall provide a copy of the program or service(s) description to DISTRICT.

8. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT, in the performance of this agreement shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed an officer, employee, or agent of DISTRICT.

9. **Use of Funds for Lobbying or Political Purposes**

RECIPIENT is prohibited from using funds provided by DISTRICT for any political campaign or to support attempts to influence legislation by any governmental body.

10. **Federal, State, Local Laws, Regulations, and Organizational Documents**

RECIPIENT shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by RECIPIENT shall be in effect throughout the term of this agreement. RECIPIENT shall notify DISTRICT immediately if any required licenses or permits are canceled, suspended, or otherwise ineffective.

11. **Monitoring/Evaluation**

RECIPIENT shall cooperate in efforts undertaken by DISTRICT to evaluate the effectiveness and use of the grant funds. RECIPIENT shall participate in and comply with all on-site evaluation and grant monitoring procedures, including interviews with RECIPIENT's staff. RECIPIENT, at the request of the DISTRICT, shall also provide a written and/or oral status report to DISTRICT in a format provided and schedule defined by DISTRICT.

Report and Payment Schedule is appended hereto as "Exhibit 1".

12. **Changes or Modifications to the Use of DISTRICT Grant Funds**

RECIPIENT shall submit to DISTRICT, in writing, any requests for revisions prior to implementation of any proposed changes in the use of DISTRICT grant funds. The DISTRICT must receive such requests at least thirty (30) days prior to the date that requested changes are to be implemented.

13. **Conflict of Interest/Self Dealing**

RECIPIENT and RECIPIENT's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this agreement.

14. **Authorization and License to Use Commercial Image In Promotional Materials**

RECIPIENT understands that DISTRICT may wish to utilize RECIPIENT'S name and logo, along with any photographic or video images of RECIPIENT'S premises, operations and activities in promotional materials designed to publicize the DISTRICT'S mission and service to the community served by the DISTRICT. RECIPIENT hereby grants the DISTRICT permission and license to utilize RECIPIENT'S name, logo, commercial image, along with any photographs, videotape footage, or other graphic illustrations of RECIPIENT'S premises, operations, and activities, as further consideration for receipt of the Grant Funds.

15. **Indemnify and Hold Harmless**

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all employees, contractors, subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by RECIPIENT in the performance of this agreement.

16. **Budget and Payment Schedule**

Unless RECIPIENT and DISTRICT agree upon alternative arrangements, grant funds shall be allocated quarterly upon District's receipt of an invoice with appropriate back-up documentation. In the event that RECIPIENT fails to provide appropriate invoice and back-up documentation in a timely manner, RECIPIENT may be subject to discontinuance of funding or, in instance of full payment at onset of grant year, return of balance of funds to DISTRICT.

17. **Fiscal/Accounting Principles**

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used.

18. **Documentation of Revenues and Expenses**

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use of the grant funds.

19. **Reports and Record Retention**

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT's main local office for at least five (5) years following the year in which funds were granted.

20. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

21. **Assignment or Transfer**

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

22. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

23. **Notices**

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

- Continued on next page -

24. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatory of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT's governing board.

(1) Stephen Abbott
Fire Chief/CEO

(2) Fred Luevano
Board President

330 S. Main Avenue
Fallbrook, CA 92028

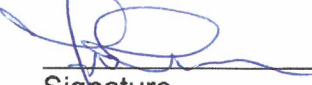
330 S. Main Avenue
Fallbrook, CA 92028

760-731-9187

760-723-2005



Signature



Signature

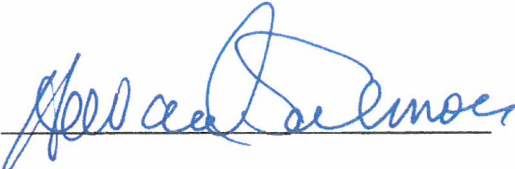
9-25-19

Date

9/24/19

Date

25. **Authorized Signatory for the Fallbrook Regional Health District:**



9/11/19

Date

HOWARD SALMON, CHAIR
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, CA 92028
- or -
P.O. Box 2587
Fallbrook, CA 92088
Telephone: 760-731-9187

EXHIBIT 1

REPORT AND PAYMENT SCHEDULE

FRHD WILL PROVIDE FUNDS WITHIN 30 DAYS OF NOTICE OF NCFPD'S INTENT TO PURCHASE AN AMBULANCE.

EXHIBIT 2

PAPER AND DIGITIZED COPY OF GRANT APPLICATION IS MAINTAINED IN
FRHD FILES WITH COPY OF FULLY EXECUTED AGREEMENT.

GRANT AGREEMENT

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1. Grant

The Senior Medical Services Officer (SMSO) is integral to the quality assurance for training and the overall operations of the District's emergency medical service. Current services delivered by .50 FTE SMSO Position: a) basic quality assurance for EMS services; b) articulation with receiving facilities; c) basic continuing education for paramedics. However, service expansion delivered by fulltime SMSO Position, in addition to those listed above: d) expand "Door-Through-Door" senior program; e) initiate Mobile Integrated Health Program (MIP); f) develop Tele Health capacity; g) pursue AED program; h) promote Stop the Bleed campaign/Community CPR and First Aid training; j) integration of Lyft program; and k) provide for alternate destination transportation. Expanding the SMSO half time position to a fulltime position has the potential to increase services from 3 to 10 for our communities.

Amount: NCFPD would like the FRHD to participate in a 50% cost sharing collaboration with FRHD for 50% of a full-time Emergency Medical Services Officer each fiscal year.

- Total salary and benefits for full-time SMSO is \$160,000.00, divided by 2 = \$80,000.00 FRHD cost share portion per year.
- The SMSO is not an employee of the FRHD, any and all employee rights and responsibilities are the responsibility of NCFPD.

2. Term of Agreement

The term of this agreement is from July 1, 2019 through June 30, 2024, subject however, to earlier termination as provided herein.

3. Legal Responsibility/Liability

In authorizing execution of this agreement, the governing body of RECIPIENT accepts legal responsibility to ensure that the funds provided by DISTRICT are allocated for the purpose or purposes for which the grant was intended, as outlined in RECIPIENT'S Request for Proposal/Grant Application. RECIPIENT agrees to be knowledgeable of the requirements of this agreement and responsible for compliance with its terms. In no event shall DISTRICT be legally responsible or

liable for RECIPIENT's performance or failure to perform under the terms of the grant or this agreement.

4. **Reduction of Awarded Funds**

DISTRICT may reduce, suspend, or terminate the payment or amount of the grant if the RECIPIENT is not meeting the objectives of the grant as determined in the sole discretion of DISTRICT. RECIPIENT understands and agrees that RECIPIENT's failure to comply with its obligations under this Agreement, including, without limitation paragraphs 11, 16, and 18 herein, may result in RECIPIENT's disqualification from participation in subsequent grant cycles with the DISTRICT. RECIPIENT hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension, or reduction of the funds provided by DISTRICT.

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RECIPIENT shall make available, as requested by DISTRICT, information regarding other funding sources for the programs or services provided by RECIPIENT.

6. **Amended Program Work Plan**

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7. **Fund Use Description**

RECIPIENT shall have available for prospective participants or others a description detailing the nature of the program or service(s) that are being funded by DISTRICT.

This written program description may be a separate document or incorporated in the overall program materials developed by the RECIPIENT. Upon request, RECIPIENT shall provide a copy of the program or service(s) description to DISTRICT.

8. **Independent Contractor Status**

The relationship between DISTRICT and RECIPIENT, and the agents, employees, and subcontractors of RECIPIENT, in the performance of this agreement shall be one of independent contractors, and no agent, employee, or subcontractor of RECIPIENT shall be deemed an officer, employee, or agent of DISTRICT.

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13. **Conflict of Interest/Self Dealing**

RECIPIENT and RECIPIENT's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this agreement.

14. **Authorization and License to Use Commerical Image In Promotional Materials**

RECIPIENT understands that DISTRICT may wish to utilize RECIPIENT'S name and logo, along with any photographic or video images of RECIPIENT'S premises, operations and activities in promotional materials designed to publicize the DISTRICT'S mission and service to the community served by the DISTRICT. RECIPIENT hereby grants the DISTRICT permission and license to utilize RECIPIENT'S name, logo, commercial image, along with any photographs, videotape footage, or other graphic illustrations of RECIPIENT'S premises, operations, and activities, as further consideration for receipt of the Grant Funds.

15. **Indemnify and Hold Harmless**

RECIPIENT agrees to indemnify, defend, and hold harmless DISTRICT and its officers, agents, employees, and servants from any and all claims and losses accruing or resulting to any and all employees, contractors, subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by RECIPIENT in the performance of this agreement.

16. **Budget and Payment Schedule**

Unless RECIPIENT and DISTRICT agree upon alternative arrangements, grant funds shall be allocated quarterly upon District's receipt of an invoice with appropriate back-up documentation. In the event that RECIPIENT fails to provide appropriate invoice and back-up documentation in a timely manner, RECIPIENT may be subject to discontinuance of funding or, in instance of full payment at onset of grant year, return of balance of funds to DISTRICT.

17. **Fiscal/Accounting Principles**

RECIPIENT shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which grant funds are used.

18. **Documentation of Revenues and Expenses**

RECIPIENT shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect expenses) associated with use of the grant funds covered by this agreement. During the term of this agreement and thereafter, DISTRICT or its authorized representative(s) shall have the right to review all RECIPIENT financial records including records related to the use of the grant funds.

19. **Reports and Record Retention**

All records of RECIPIENT pertaining to the use of grant funds shall be maintained at RECIPIENT's main local office for at least five (5) years following the year in which funds were granted.

20. **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the State of California.

21. **Assignment or Transfer**

RECIPIENT may not assign or transfer any interest in this agreement or entitlement to grant funds without the written consent of District.

22. **Entire Agreement, Amendment**

This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements not contained herein. This agreement may only be amended or modified by a writing signed by both parties.

23. **Notices**

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

- Continued on next page -

24. **Signatories**

The persons executing this agreement on behalf of the RECIPIENT have been designated by the governing body or fiscal agent of the RECIPIENT as the official signatory of this agreement and all related documents. At least one of these persons is a member of the RECIPIENT's governing board.

(1) Stephen Abbott
Fire Chief/CEO


(2) Fred Luevano
Board President

330 S. Main Avenue
Fallbrook, CA 92028

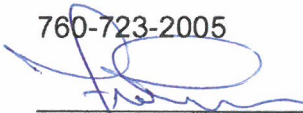
330 S. Main Avenue
Fallbrook, CA 92028

760-731-9187

760-723-2005



Signature



Signature

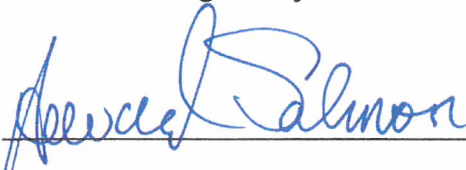
9-25-19

Date

9/24/19

Date

25. **Authorized Signatory for the Fallbrook Regional Health District:**



9/11/19

Date

HOWARD SALMON, CHAIR
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, CA 92028
- or -
P.O. Box 2587
Fallbrook, CA 92088
Telephone: 760-731-9187

EXHIBIT 1

REPORT AND PAYMENT SCHEDULE

RECOGNITION OF THE FRHD'S SUPPORT OF THE SMSO WOULD BE MADE IN NCFPD'S MEDIA CAMPAIGNS, SELECTED TRAININGS PROVIDED BY THE SMSO AT NO LESS THAN FOUR PRE-DETERMINED FRHD SPONSORED EVENTS, AND PRESENCE OF THE SMSO AT JOINT COMMUNITY PRESENTATIONS AS MUTUALLY AGREED UPON.

FRHD will provide funds on a quarterly basis.

EXHIBIT 2

PAPER AND DIGITIZED COPY OF GRANT APPLICATION IS MAINTAINED IN
FRHD FILES WITH COPY OF FULLY EXECUTED AGREEMENT.



Mission | Vision | Values

Mission: The Fallbrook Regional Health District assists residents to lead healthy lives, supporting a greater life span and independence.

Vision: Fallbrook Regional Health District will offer and support services and programs that measurably improve physical and mental health, social engagement and increased life span and independence.

Values: The Fallbrook Regional Health District values dedication, efficiency, integrity, objectivity, prudence, respect, and transparency for all members of our community. Our efforts support our commitment to being an inclusive entity as we continually seek to strengthen our institution as a place for personal and social development.

A Tax Supported Public Agency Serving Fallbrook, Bonsall, Rainbow and De Luz.

Revised by Fallbrook Regional Health District Board of Directors on September 9, 2020