

138 S. Brandon St. • Fallbrook CA 92028 • 760-731-9187

# BOARD OF DIRECTORS REGULAR BOARD MEETING

WEDNESDAY OCTOBER 12, 2016

6:00 PM

AT

FPUD
FALLBROOK PUBLIC UTILITY DISTRICT
990 EAST MISSION ROAD
FALLBROOK, CA 92028



# AGENDA FALLBROOK HEALTHCARE DISTRICT REGULAR BOARD MEETING

Wednesday, October 12, 2016, 6:00 p.m. Fallbrook Public Utilities District, 990 E. Mission Rd., Fallbrook

Director Howard Salmon will join the meeting remotely by teleconference pursuant to government Code Section 54953 from the following location: 3585 South, 3500 West, Driggs, ID 83422

#### A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

#### B. ADDITIONS TO AGENDA

Pursuant to the Brown Act, additions to the Agenda as posted are exceptional, and expressly limited to three specific situations, as set forth in Government Code 54954.2(b): (1) an "emergency" as determined by majority vote of the board; (2) a 2/3 vote of the board finding that an item requires immediate action – and the need for this action arose in time after the agenda was posted or (3) the item was continued from an earlier meeting (no more than 5 days earlier), at which time the item was validly posted on the agenda of the earlier meeting.

#### C. BOARD MEMBER AND PUBLIC COMMENTS

Opportunity for board members and citizens to speak on items of interest within subject matter jurisdiction of the District. For the record, please state your name. "Request to speak" cards should be filled out in advance and presented to the Board President or the recording secretary. The Board has a policy limiting any speaker to not more than five minutes

#### D. CONSENT ITEMS

- D1. Minutes of September 14, 2016 Regular Board Meeting
- D2. Approval of August 2016 Financial Statements

#### E. REPORTS

- E1. Finance Committee Director Salmon and Mroz
- E2. Community Healthcare Programs Committee Directors Mroz and Abbott
- E3. Gov't and Community Relations Committee Directors Tinker and Salmon
- E4. Facilities Committee Director Tinker and Winton
- E5. Long Range Planning Committee Directors Salmon and Winton
- E6. Executive Director Bobbi Palmer
- E7. General Counsel Blaise Jackson

#### F. DISCUSSION/ACTION ITEMS

- F1. Review of RFP Urgent Care Services
- F2. Review of Community Engagement Services/CIM Contract Terminated
- F3. Status of RFP and Review of Commercial Real Estate Brokerage/Land Use Consulting Services
- F4. Review of RFP Medical Equipment Liquidator Company due October 24th

#### G. ITEMS FOR SUBSEQUENT MEETINGS

- G1. Other Director/Staff discussion items
  - G1a. Item(s) for future board agendas
  - G1b. Announcements of upcoming events:
    - NCFPD- October 16, 2016, 10am 2pm, Downtown Fallbrook
    - Harvest Faire Sunday October 16, 2016, 10am 4pm, Downtown Fallbrook
    - Community Collaborative for Health & Wellness Committee (CCHW) meeting Monday, October 17, 2016, 9:00-10:30am, Fallbrook Public Utility District Board Room
    - Healthy Halloween Monday, October 31, 2016, 5:30pm 8:00pm, Fallbrook Community Center
    - Woman of Wellness Thursday, November 4, 2016, 6pm, Fallbrook Library
- G2. Next Regular Board meeting Wednesday, November 9, 2016, Fallbrook Public Utility District Board Room

#### H. CLOSED SESSION

H1. CONFERENCE WITH REAL ESTATE NEGOTIATOR REGARDING SALE OF REAL PROPERTY PER GOVT CODE 54956.8 -Conference shall include Price and Terms.

District Negotiator: Travis Ives

APN #s 105-811-01 and 103-246-51. (Former Hospital Property – 624 Elder Street/138 Brandon Road)"

#### I. RETURN TO OPEN SESSION

#### J. ADJOURNMENT

NOTE: This agenda posted at the Fallbrook Healthcare District Administration Office on Friday, October 6, 2016. 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.

## **CONSENT ITEMS**



# MINUTES FALLBROOK HEALTHCARE DISTRICT REGULAR BOARD MEETING

Wednesday, September 14, 2016, 6:00 p.m. Fallbrook Public Utilities District, 990 E. Mission Rd., Fallbrook

#### A. CALL MEETING TO ORDER – PLEDGE OF ALLEGIANCE

The meeting was called to order by President Gordon Tinker at 6:05 p.m. Board members present: Gordon Tinker, Barbara Mroz, Stephen Abbott, Dr. Frank Winton and Howard Salmon. Howard Salmon joined the meeting remotely to teleconference pursuant to government Code Section 54953 from the following location: 3585 South, 3500 West, Driggs, ID.

Others present: General Counsel Blaise Jackson and Executive Director Bobbi Palmer.

President Tinker led the Pledge of Allegiance.

#### B. ADDITIONS TO AGENDA

There were no additions to the agenda and it was noted there would be no Closed Session.

#### C. BOARD MEMBER AND PUBLIC COMMENTS

Dr. Donald Kimes of A+ Urgent Care addressed the Board regarding the services provided by his company including a brief history of changes in office hours, patient mix, and the financial support needed to remain viable. He expressed concern that action taken by the FHD Board at last month's meeting splitting the subsidy he had requested in half and providing the other half to Dr. Coen was not equitable and would not allow him to sustain his current staffing and hours. He said he is unable to participate in the new proposed agreement and questioned whether Dr. Coen's Urgent Care hours are comparable to those of A+ Urgent Care.

Dr. Timothy Coen of Mission Family Care and Fallbrook Urgent Care said he has been providing urgent care services which included after hours care and weekends with no subsidy for 11 years. He said he is willing to provide urgent care coverage for whatever hours are requested.

#### D. CONSENT ITEMS

- D1. Minutes of August 10, 2016 Regular Board Meeting
- D2. Approval of July 2016 Financial Statements

**Discussion:** There was no request by any Director to pull an item for discussion. **Action:** It was moved by Director Abbott, seconded by Director Mroz to approve the consent items as presented. <u>Motion carried 5-0.</u>

#### E. REPORTS

E1. Finance Committee – Director Salmon and Mroz
Finance Chairman Director Salmon reviewed the financial reports. He noted that
July is the first month of the fiscal year and said expenses had increased due to
the health contract recipients receiving their first payments in July.

- E2. Community Healthcare Programs Committee Directors Mroz and Abbott Director Mroz said the Woman of Wellness event took place on September 1<sup>st</sup> and was presented by Rachel Mason, MS, MA, the Executive Director of the Foundation for Senior Care. Her topic "How to Have Difficult Conversations about End of Life" was presented in a sensitive manner by a professional with Hospice experience. The topic for the October 6<sup>th</sup> event is "Creating a Daily Success Routine to Elevate Confidence, Health and Happiness" and will be presented by Margaret Leonelli, Independent Sales Director for Mary Kay Cosmetics and Life Coach & Mentor. This is a free program offered to all women on the first Thursday of each month at the Fallbrook Library.
- E3. Gov't and Community Relations Committee Directors Tinker and Salmon Director Salmon reported that there had been a Joint Powers Agreement (JPA) between Palomar Healthcare District and Fallbrook Healthcare District. Since the objectives of that agreement had been met, there was discussion regarding termination of that agreement. A meeting was held with representatives from Palomar Health and Fallbrook Healthcare District. Representatives from CentraForce were also in attendance for a presentation during which they provided data regarding health needs for both Districts. Following the presentation, there was discussion regarding establishing another JPA between the Districts to better meet the health needs of both Districts. Executive Director Bobbi Palmer said a follow-up meeting has been requested.
- E4. Facilities Committee Director Tinker and Winton Facilities Committee Chairman Tinker said that engineering, landscape and security agreements remain in place for the hospital property.
- E5. Long Range Planning Committee Directors Salmon and Winton Committee Chairman Salmon said again that this committee has not met for several months.
- E6. Executive Director Bobbi Palmer
  Executive Director Palmer reviewed multiple items from her report. Senator Joel
  Anderson honors the selected Health Champions each month at the Woman of
  Wellness events. She commented that more and more it is being recognized that
  community health programs are less costly than treatment programs. CSUSM is a

community health programs are less costly than treatment programs. CSUSM is a partner in the North County Communities Collaborative Health Initiative and their nursing students meet at FHD and are in the community doing screenings and other community health services each week. She said she is negotiating with Palomar College for dental students next as oral health is vital to overall health. Mrs. Palmer discussed Blue Zones and noted an entire issue of National Geographic is about Blue Zones, covering what we can do to stay healthy and live long lives. She said she is attending meetings at the Chamber of Commerce discussing the Future of Fallbrook. The annual free prostate cancer screening takes place this Saturday at the Fallbrook Family Health Center and is generously supported each year by local urologist Philip Brodak, M.D. FHD has sponsored this service for more than 10 years. Regarding legislation, she reported she attended the CSDA Legislative Committee meeting and served on an ACHD committee to make recommendations to the Little Hoover Commission. The Little Hoover Commission issued its initial report on Special Districts. The 2.500 California Special Districts need to demonstrate their value to their communities as they receive a total of \$9.5 billion dollars. Examples of special districts include fire.

water, health, cemetery, etc. Lastly, Mrs. Palmer said FHD is working in conjunction with the public health nurses and Fallbrook Family Health Center to provide free vaccines and screenings at the upcoming Chamber of Commerce sponsored Harvest Faire on October 16<sup>th</sup>.

President Gordon Tinker commented on the need to constantly monitor legislative activity. He said it is important that the Executive Director is working with ACHD and CSDA to remain apprised of legislative matters.

E7. General Counsel – Blaise Jackson

Legal Counsel Blaise Jackson said an invoice had been received from OSHPD in the amount of \$12,000. He contacted them and explained that the District no longer operates a hospital. They agreed that the bill does not apply to Fallbrook. Also, regarding OSHPD, the permit is moving forward for repair of the hospital roof.

#### F. DISCUSSION/ACTION ITEMS

F1. JPA with North County Fire Protection District

Prior to discussion of this item, Director Abbott recused himself and left the room. Executive Director Bobbi Palmer explained that first responders have discussed partnering with FHD for better assessment and triage services in our community. In order to move forward, a Joint Powers Agreement outlines specific and sometimes broad language allowing two entities to work together over a time period, and it allows best practices to be captured to better use the dollars and better serve the residents. Legal Counsel said a draft of the JPA between NCFPD and FHD has been provided for consideration by the Board and he recommended approval.

<u>Action</u>: It was moved by Director Mroz, seconded by Director Winton to approve the Joint Powers Agreement between Fallbrook Healthcare District and North County Fire Protection District as presented. <u>Motion carried 4/0/1 – Director Abbott abstained</u>.

#### G. ITEMS FOR SUBSEQUENT MEETINGS

- G1. Other Director/Staff discussion items
  - G1a. Item(s) for future board agendas
    President Tinker recommended the matter of Urgent Care services be placed on the next agenda for discussion/action.
  - G1b. Announcements of upcoming events:
    - Free Prostate Cancer Screening Saturday, September 17, 2016, 6:30am-9:00am, Fallbrook Family Health Center
    - Community Collaborative for Health & Wellness Committee (CCHW) meeting Monday, September 19, 2016, 9:00-10:30am, Fallbrook Public Utility District Board Room
    - Woman of Wellness –Thursday, October 6, 2016, 6pm, Fallbrook Library
    - NCCCHI meeting Wednesday, October 5, 2:00-3:00pm Fallbrook Healthcare District Board Room, 138 S. Brandon Rd.
- G2. Next Regular Board meeting Wednesday, October 12, 2016, 6pm, Fallbrook Public Utility District Board Room

#### H. CLOSED SESSION

H1. CONFERENCE WITH REAL ESTATE NEGOTIATOR REGARDING SALE OF REAL PROPERTY PER GOVT CODE 54956.8 -Conference shall include Price and Terms.

District Negotiator: Travis Ives

APN #s 105-811-01 and 103-246-51. (Former Hospital Property – 624 Elder Street/138 Brandon Road)"

There was no Closed Session as noted on the first page, section B

# I. RETURN TO OPEN SESSION N/A

#### J. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:05 p.m.

Gordon Tinker, President	
Stephen Abbott, Secretary	_

# FALLBROOK HEALTHCARE DISTRICT Profit & Loss Actual vs Budget

August 1 thru August 31, 2016

	Aug	Budget	\$ Over
Ordinary Income/Expense			
Income			
400. District	20 647	12,100	16 516
402 · Property tax revenue 403 · Interest / Dividends	28,617 3,587	3,925	16,516 (338)
406 · Unearned Inc(Loss) - Cal Trust	(8,382)	0,320	(8,382)
Total 400. · District	23,822	16,025	7,797
450. · Properties			7
460 · Lease Income			
460.01 · A+ Urgent Care	4,800	4,800	0
Total 460 · Lease Income	4,800	4,800	0
Total 450. · Properties	4,800	4,800	0
Total Income	20.022	20.025	7 707
Total Income	28,622	20,825	7,797
Gross Profit	28,622	20,825	7,797
Expense			
500 · Administrative Expenses			
500.10 · Salaries	17,833	18,533	(700)
500.12 · Payroll Taxes	1,456	2,100	(644)
500.14 · W/C Insurance	95	96	(0)
500.15 · Employee Health & Welfare	989	1,530	(541)
500.16 · Board Stipends	1,200	2,200	(1,000)
500.17 · Education & Conferences	877	1,250	(373)
500.18 · Dues & Subscriptions	622	591	31
500.19 · Insurance - General	3,632	3,750	(118)
500.20 · Independent Accounting Servi	850	850	0
500.23 · General Counsel	15,015	10,417	4,598
500.25 · Office Expense	254	450	(00)
01 · Communications 02 · I.T. and Website services	351 523	450 250	(99) 273
03 · Refreshments	106	367	(261)
04 · Office supplies	205	1,333	(1,128)
05 · Admin fees	583	1,555	(1,120)
06 · Independent Contract Services	2,814	2,176	638
Total 500.25 · Office Expense	4,582	4,576	6
500.27 · Depreciation	20	138	(119)
500.29 · Dist Promotions & Publications	2,058	250	1,808
500.32 · Consultant Fees	4,900	650	4,250
500.33 · Copier Lease	1,525	500	1,025
500.85 · Calif Mandated Reimbursement	0	(833)	833
Total 500 · Administrative Expenses	55,654	46,598	9,056
590 · Management & Maintenance			
590.01 · Building Engineer	7,312	7,042	271
590.02 · Gas & Electric	6,566	7,850	(1,284)
590.03 · Water	2,548	2,000	548
590.04 · Waste Management	162	125	37
590.05 · Security	1,100	1,125	(25)
590.06 · Landscape - Grounds Environ	1,250	2,708	(1,458)
590.07 · Custodial Services	300	125	175
590.08 · Elevator	173	167	6 (405)
590.09 · Vehicle Expenses	20	125	(105)
590.10 · Maintenance Services & Repairs 590.11 · Medical Records Store & Servi	205 1,350	1,763 0	(1,557) 1,350
Total 590 · Management & Maintenance	20,988	23,029	(2,042)

10/05/16

# FALLBROOK HEALTHCARE DISTRICT Profit & Loss Actual vs Budget August 1 thru August 31, 2016

	Aug	Budget	\$ Over
800 · District Direct Care Services 800.02 · A+ Urgent Care	19,500	0	19,500
Total 800 · District Direct Care Services	19,500	0	19,500
Total Expense	96,141	69,627	26,515
Net Ordinary Income	(67,519)	(48,801)	(18,718)
Net Income	(67,519)	(48,801)	(18,718)

# FALLBROOK HEALTHCARE DISTRICT Profit & Loss Actual vs Budget

YTD July 1 thru August 31, 2016

	Jul - Au	Budget	\$ Over
Ordinary Income/Expense			
Income			
400. District	44 600	05.405	40 540
402 · Property tax revenue 403 · Interest / Dividends	41,682 7,186	25,165 7,766	16,516 (580)
406 · Unearned Inc(Loss) - Cal Trust	(12,569)	0	(12,569)
·			
Total 400. · District	36,299	32,932	3,368
450. · Properties			
460 · Lease Income	0.000	0.000	0
460.01 · A+ Urgent Care	9,600	9,600	0
Total 460 · Lease Income	9,600	9,600	0
Total 450. · Properties	9,600	9,600	0
Total Income	45,899	42,532	3,368
Gross Profit	4E 900	42,532	2 269
Gross Profit	45,899	42,532	3,368
Expense			
500 · Administrative Expenses	24 267	35,066	(600)
500.10 · Salaries 500.12 · Payroll Taxes	34,367 2,782	4,200	(699) (1,418)
500.14 · W/C Insurance	191	192	(1,410)
500.15 · Employee Health & Welfare	2,456	3,060	(604)
500.16 · Board Stipends	2,000	4,400	(2,400)
500.17 · Education & Conferences	2,528	2,500	28
500.17 · Education & Comerences	9,093	2,300 8,091	1,002
500.19 · Insurance - General	7,264	7,500	(236)
500.20 · Independent Accounting Servic	1,700	1,700	(230)
	-		
500.23 · General Counsel 500.25 · Office Expense	25,270	20,833	4,437
01 · Communications	733	900	(167)
02 · I.T. and Website services	1,456	1,183	(167) 273
03 · Refreshments		733	1,492
	2,225 1,027		(1,639)
04 · Office supplies 05 · Admin fees	701	2,667	(1,039)
06 · Independent Contract Services	4,990	4,352	638
·			
Total 500.25 · Office Expense	11,133	9,835	1,298
500.27 · Depreciation	158	277	(119)
500.29 · Dist Promotions & Publications	6,287	4,250	2,037
500.32 · Consultant Fees	14,650	8,650	6,000
500.33 · Copier Lease 500.85 · Calif Mandated Reimbursement	2,321	1,000	1,321 1,667
	0	(1,667)	
Total 500 · Administrative Expenses	122,199	109,887	12,312
590 · Management & Maintenance	40.005	44.000	(00)
590.01 · Building Engineer	13,995	14,083	(89)
590.02 · Gas & Electric	12,487	15,700	(3,213)
590.03 · Water	4,931	4,000	931
590.04 · Waste Management	255	250	5 (50)
590.05 · Security	2,200	2,250	(50)
590.06 · Landscape - Grounds Environ	3,750	5,417	(1,667)
590.07 · Custodial Services	600	250	350
590.08 · Elevator	338	333	5
590.09 · Vehicle Expenses	78	250	(172)
590.10 · Maintenance Services & Repairs	355	3,525	(3,170)
590.11 · Medical Records Store & Service 590.12 · Fire Alarm System	2,901 330	0	2,901
Total 590 · Management & Maintenance	42,220	46,058	(3,838)

# FALLBROOK HEALTHCARE DISTRICT Profit & Loss Actual vs Budget

YTD July 1 thru August 31, 2016

	Jul - Au	Budget	\$ Over
600 · Community Healthcare Programs			
600.02 · Flbk Citizens Crime Prevention	2,500	2,500	0
600.59 · Palomar Health Foundation	2,500	2,500	0
600.58 · Michelle's Place	5,000	5,000	0
600.54 · Healthy Adventures Foundation	3,000	3,000	0
600.53 Jeremiah's Ranch	6,000	6,000	0
600.04 · Boys & Girls Club	14,700	14,700	0
600.07 · Senior Citizens Center	15,275	15,275	0
600.08 · Smiles Project	17,500	17,500	0
600.11 · Palomar Family Coun.Serv.	18,500	18,500	0
600.14 · Flbk Family Health Center	21,250	21,250	0
600.17 · Foundation for Senior Care	39,446	39,446	0
600.18 · Flbk Comm Project - FOOD PA	15,000	15,000	0
600.33 · REINS Therapy	15,700	15,700	0
600.37 · Trauma Intervention Programs	4,000	4,000	0
600.46 · North Inland Comm Prev Progr	3,206	3,206	0
600.57 · North County Fire Protect Distr	29,839	29,839	0
Total 600 · Community Healthcare Progra	213,416	213,416	0
800 · District Direct Care Services			
800.02 · A+ Urgent Care	39,000	0	39,000
Total 800 · District Direct Care Services	39,000	0	39,000
Total Expense	416,835	369,361	47,474
Net Ordinary Income	(370,936)	(326,830)	(44,106)
Net Income	(370,936)	(326,830)	(44,106)

# FALLBROOK HEALTHCARE DISTRICT BALANCE SHEET COMPARISON

Comparison of August 31, 2016 to July 31, 2016

	Aug 31, 16	Jul 31, 16	\$ Change
ASSETS Current Assets Checking/Savings			
102.9 · Cal Trust - Contingency Fund 102.2 · Cash in Bank - New Operating 102.6 · Cash in Bank -LAIF	4,232,664.44 221,691.29 1,510,860.83	4,237,446.34 286,974.56 1,510,860.83	(4,781.90) (65,283.27) 0.00
Total Checking/Savings	5,965,216.56	6,035,281.73	(70,065.17)
Other Current Assets 104 · Prepaid Insurance 110 · Reimbursement Receiveable - CHS 114 · Interest Receivable	41,485.58 157,981.89 3,586.70	44,210.08 157,981.89 3,599.61	(2,724.50) 0.00 (12.91)
Total Other Current Assets	203,054.17	205,791.58	(2,737.41)
Total Current Assets	6,168,270.73	6,241,073.31	(72,802.58)
Fixed Assets 120.01 · ALVARADO BLDG 121 · Equipment 121.2 · Equipment Depreciation 122.0 · ASSETS HELD FOR RESALE 122.01 · FALLBROOK HOSPITAL 122.02 · WELLNESS CENTER	291,240.00 19,521.65 (19,319.51) 4,417,521.00 291,240.00	291,240.00 19,521.65 (19,299.71) 4,417,521.00 291,240.00	0.00 0.00 (19.80) 0.00 0.00
Total 122.0 · ASSETS HELD FOR RESALE	4,708,761.00	4,708,761.00	0.00
Total Fixed Assets	5,000,203.14	5,000,222.94	(19.80)
TOTAL ASSETS	11,168,473.87	11,241,296.25	(72,822.38)
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 140 · Accounts Payable	31,638.40	37,270.03	(5,631.63)
Total Accounts Payable	31,638.40	37,270.03	(5,631.63)
Credit Cards 150.1 · American Express 41007 150.2 · Costco-AMEX 23005 CLOSED	714.26 0.00	716.77 (36.05)	(2.51) 36.05
Total Credit Cards	714.26	680.72	33.54
Other Current Liabilities  204 · Accrued Vacation & Sick Leave  211 · P/R Taxes Payable  215 · Comm Healthcare Programs Pble  215.24 · District Sponsored Programs	4,456.53 5,555.65 28,708.76	4,456.53 5,233.74 28,738.07	0.00 321.91 (29.31)
Total 215 · Comm Healthcare Programs	28,708.76	28,738.07	(29.31)
Total Other Current Liabilities	38,720.94	38,428.34	292.60
Total Current Liabilities	71,073.60	76,379.09	(5,305.49)
Total Liabilities	71,073.60	76,379.09	(5,305.49)
Equity 300 · Unrestricted Fund Balance Net Income	11,468,334.03 (370,933.76)	11,468,334.03 (303,416.87)	0.00 (67,516.89)
Total Equity	11,097,400.27	11,164,917.16	(67,516.89)
TOTAL LIABILITIES & EQUITY	11,168,473.87	11,241,296.25	(72,822.38)

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

www.treasurer.ca.gov/pmialaif/laif.asp October 05, 2016

FALLBROOK HEALTHCARE DISTRICT

ADMINISTRATOR P.O. BOX 2587 FALLBROOK, CA 92088 **PMIA Average Monthly Yields** 

Account Number:

Tran Type Definitions

August 2016 Statement

**Account Summary** 

Total Deposit:

0.00

00 Beginning Balance:

1,510,860.83

Total Withdrawal:

0.00 Ending Balance:

1,510,860.83



#### FALLBROOK HEALTHCARE DISTRICT STATEMENT FOR PERIOD August 01, 2016 - August 31, 2016

#### CalTrust Medium Term Fund - FALLBROOK HEALTHCARE DIST

Date	Transaction	Shares	Price Per Share	Amount	Average Cost NAV	Average Cost Amount	Realized Gain/Loss*
07/31/2016	BALANCE FORWARD	418,719.994	10.12	4,237,446.34	10.05187211	4,208,919.83	
08/01/2016	INCOME DISTRIBUTION - JULY	355.693	10.12	3,599.61	10.05192993	3,599.61	0.00
08/31/2016	UNREALIZED GAIN (LOSS)	0.000		-8,381.51		0.00	
08/31/2016	ENDING BALANCE	419,075.687	10.10	4,232,664.44		4,212,519.44	
	INCOME DISTRIBUTION PAID - JULY			0.00			
	INCOME ACCRUAL - AUGUST			3,586.70			
	CUMULATIVE UNREALIZED GAIN (LOSS)			20,145.00			

<sup>\*</sup> 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.

For Inquiries About Your Account, Contact:

Nottingham Investment Administration 116 South Franklin Street Rocky Mount, NC 27804 Attention: CalTRUST Shareholder Services

Phone: 800.773.3863 Fax: 252-972-1908

Email: caltrustsupport@ncfunds.com

09/30/16

# FALLBROOK HEALTHCARE DISTRICT Transaction Detail by Account - 402 Property Tax Revenue July 1, 2016 to August 31, 2016

	Type	Date	Name	Amount	Balance
400. · I	District				
402	· Property tax	revenue			
	Deposit	07/20/16	San Diego County-property taxes	13,064.78	13,064.78
	Deposit	08/10/16	San Diego County-property taxes	28,616.73	41,681.51
Total	402 · Property	y tax revenue		41,681.51	41,681.51
Total 40	00. · District			41,681.51	41,681.51
TOTAL				41,681.51	41,681.51

# FALLBROOK HEALTHCARE DISTRICT Profit & Loss Budget Overview July 2016 through June 2017

													TOTAL
	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	Jul '16 - Ju
Ordinary Income/Expense													
Income													
400. · District 402 · Property tax revenue	13,065.00	12,100.33	15,100.00	13,506.00	75,399.00	633,527.00	253,274.27	42,452,73	45,982.60	388,488.30	184,194.33	22,910.44	1,700,000.00
403 Interest / Dividends	3,841.21	3,925.01	2,044.36	3,100.00	2,662.55	5,116.19	5,230.40	2,693.14	3,815.28	2,689.53	2,731.28	2,151.05	40,000.00
Total 400. · District	16,906.21	16,025.34	17,144.36	16,606.00	78,061.55	638,643.19	258,504.67	45,145.87	49,797.88	391,177.83	186,925.61	25,061.49	1,740,000.00
450. Properties													
460 · Lease Income	4 000 00	4 000 00	4 900 00	4 000 00	4 000 00	4 000 00	4 000 00	4 000 00	4 000 00	4 000 00	4 000 00	4.000.00	57.000.00
460.01 · A+ Urgent Care	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	57,600.00
Total 460 · Lease Income	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	57,600.00
Total 450. · Properties	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	4,800.00	57,600.00
Total Income	21,706.21	20,825.34	21,944.36	21,406.00	82,861.55	643,443.19	263,304.67	49,945.87	54,597.88	395,977.83	191,725.61	29,861.49	1,797,600.00
Gross Profit	21,706.21	20,825.34	21,944.36	21,406.00	82,861.55	643,443.19	263,304.67	49,945.87	54,597.88	395,977.83	191,725.61	29,861.49	1,797,600.00
Expense													
500 · Administrative Expenses	16,533.00	18,533.00	18,533.00	18,533.00	20,533.00	20,533.00	20,533.00	20,533.00	20.040.00	20.040.00	20.040.00	24 000 00	220 000 00
500.10 · Salaries 500.12 · Payroll Taxes	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	2,100.00	20,533.00	20,910.00 2,100.00	20,910.00 2,100.00	20,910.00 2,100.00	21,006.00 2,100.00	238,000.00 25,200.00
500.14 · W/C Insurance	95.84	95.82	95.82	95.82	95.82	95.82	95.82	95.84	95.85	95.85	95.85	95.85	1,150.00
500.15 · Employee Health & Welfare	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	1,530.00	18,360.00
500.16 · Board Stipends	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	2,200.00	26,400.00
500.17 · Education & Conferences	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	15,000.00
500.18 · Dues & Subscriptions	7,500.00	591.00	591.00	591.00	591.00	591.00	591.00	590.00	591.00	591.00	591.00	591.00	14,000.00
500.19 · Insurance - General 500.20 · Independent Accounting Services	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	3,750.00 850.00	45,000.00 10,200.00
500.20 · Independent Accounting Services 500.21 · Annual Independent Audit	0.00	0.00	0.00	8,500.00	0.00	0.00	650.00	650.00	650.00	650.00	850.00	850.00	8,500.00
500.23 · General Counsel	10,416.63	10,416.67	10,416.67	10,416.67	10,416.67	10,416.67	10,416.67	10,416.67	10,416.67	10,416.67	10.416.67	10,416.67	125,000.00
500.25 · Office Expense	,	, , , , , , , , , , , , , , , , , , , ,	,		,	,	,	.0,	,	10,110,01	. 0, 0.0	10,110.01	120,000.00
01 · Communications	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	5,400.00
02 · I.T. and Website services	933.00	250.00	250.00	0.00	250.00	217.00	0.00	0.00	250.00	0.00	250.00	0.00	2,400.00
03 · Refreshments	366.63	366.67	366.67	366.67	366.67	366.67	366.67	366.67	366.67	366.67	366.67	366.67	4,400.00
04 · Office supplies	1,333.37 2,176.00	1,333.33	1,333.33 2,176.00	1,333.33 5,576.00	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	1,333.33	16,000.00
06 · Independent Contract Services  Total 500.25 · Office Expense	5,259.00	2,176.00 4,576.00	4,576.00	7,726.00	5,556.00 7,956.00	5,506.00 7,873.00	5,506.00 7,656.00	5,506.00 7,656.00	5,406.00 7,806.00	5,404.00 7,554.00	5,506.00 7,906.00	5,506.00 7,656.00	56,000.00 84,200.00
·	138.39	138.39	138.39	138.39	138.39	138.39	138.39	138.39	138.39	138.39	138.39	138.39	1,660.68
500.27 · Depreciation 500.29 · Dist Promotions & Publications	4,000.00	250.00	250.00	250.00	100.00	100.00	100.00	100.00	200.00	250.00	250.00	150.00	6,000.00
500.32 · Consultant Fees	8,000.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	600.00	600.00	600.00	15,000.00
500.33 · Copier Lease	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
500.85 · Calif Mandated Reimbursement	-833.34	-833.34	-833.33	-833.33	-833.33	-833.33	-833.34	-833.34	-833.30	-833.34	-833.34	-833.34	-10,000.00
580.01 · General Election	0.00	0.00	0.00	40,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	40,000.00
Total 500 · Administrative Expenses	63,289.52	46,597.54	46,597.55	98,247.55	51,827.55	51,744.55	51,527.54	51,526.56	52,154.61	51,902.57	52,254.57	52,000.57	669,670.68
590 Management & Maintenance	- 044 00	704407	<b>7</b> 044 0 <b>7</b>	- 044 0-									
590.01 · Building Engineer	7,041.63 7,850.00	7,041.67 7,850.00	7,041.67 7,850.00	7,041.67 7,850.00	7,041.67	7,041.67	7,041.67	7,041.67	7,041.67	7,041.67	7,041.67	7,041.67	84,500.00
590.02 · Gas & Electric 590.03 · Water	2,000.00	2,000.00	2,000.00	2,000.00	7,850.00 2,000.00	7,850.00 2,000.00	7,850.00 2,000.00	7,850.00 2,000.00	7,850.00 2,000.00	7,850.00 2,000.00	7,850.00 2,000.00	7,850.00 2,000.00	94,200.00 24,000.00
590.03 · Water 590.04 · Waste Management	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
590.05 · Security	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	1,125.00	13,500.00
590.06 · Landscape - Grounds Environment	2,708.37	2,708.33	2,708.33	2,708.33	2,708.33	2,708.33	2,708.33	2,708.33	2,708.33	2,708.33	2,708.33	2,708.33	32,500.00
590.07 · Custodial Services	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
590.08 · Elevator	166.63	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	2,000.00
590.09 · Vehicle Expenses	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	1,500.00
590.10 · Maintenance Services & Repairs	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	1,762.50	21,150.00
Total 590 · Management & Maintenance	23,029.13	23,029.17	23,029.17	23,029.17	23,029.17	23,029.17	23,029.17	23,029.17	23,029.17	23,029.17	23,029.17	23,029.17	276,350.00

# FALLBROOK HEALTHCARE DISTRICT Profit & Loss Budget Overview July 2016 through June 2017

	Jul 16	Aug 16	Sep 16	Oct 16	Nov 16	Dec 16	Jan 17	Feb 17	Mar 17	Apr 17	May 17	Jun 17	TOTAL Jul '16 - Ju
600 · Community Healthcare Programs													
600.02 · Flbk Citizens Crime Prevention	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0 000 00
600.59 · Palomar Health Foundation	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00	8,000.00 10,000.00
600.58 · Michelle's Place	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00	15,000.00
600.54 · Healthy Adventures Foundation	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00	9,000.00
600.53 · Jeremiah's Ranch	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00	0,000.00	0.00	0.00	3,000.00	0.00	12,000.00
600.04 · Boys & Girls Club	14,700.00	0.00	0.00	0.00	7,500.00	0.00	0.00	7.500.00	0.00	0.00	7,500.00	0.00	37,200.00
600.07 · Senior Citizens Center	15,275.00	0.00	0.00	0.00	15,525.00	0.00	0.00	15.525.00	0.00	0.00	15,538.00	0.00	61,863.00
600.08 · Smiles Project	17,500.00	0.00	0.00	0.00	17,500.00	0.00	0.00	17,500.00	0.00	0.00	17,500.00	0.00	70,000.00
600.11 · Palomar Family Coun.Serv.	18,500.00	0.00	0.00	0.00	18,500.00	0.00	0.00	18,500.00	0.00	0.00	18,500.00	0.00	74,000.00
600.14 · Flbk Family Health Center	21,250.00	0.00	0.00	0.00	21,250.00	0.00	0.00	21,250.00	0.00	0.00	21,250.00	0.00	85,000.00
600.17 · Foundation for Senior Care	39,446.00	0.00	0.00	0.00	39,196.00	0.00	0.00	39.197.00	0.00	0.00	12,250.00	0.00	130,089.00
600.18 · Flbk Comm Project - FOOD PANTRY	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00	15,000.00	0.00	60,000.00
600.33 · REINS Therapy	15,700.00	0.00	0.00	0.00	10,200.00	0.00	0.00	10,200.00	0.00	0.00	10,200.00	0.00	46,300.00
600.37 · Trauma Intervention Programs	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00	0.00	0.00	0.00	8,000.00
600.46 · North Inland Comm Prev Program	3,206.00	0.00	0.00	0.00	3,206.00	0.00	0.00	3,208.00	0.00	0.00	0.00	0.00	9,620.00
600.47 · FUHS - Asperger's Support Ctr	0.00	0.00	0.00	0.00	3,250.00	0.00	0.00	3,250.00	0.00	0.00	0.00	0.00	6,500.00
600.48 · UCSD Eye Mobile for Children	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00	0.00	0.00	0.00	8,500.00
600.57 · North County Fire Protect Distr	29,839.00	0.00	0.00	0.00	0.00	0.00		0,000.00	0.00	0.00	0.00	0.00	29,839.00
Total 600 · Community Healthcare Programs	213,416.00	0.00	0.00	0.00	167,127.00	0.00	0.00	174,630.00	0.00	0.00	125,738.00	0.00	680,911.00
Total Expense	299,734.65	69,626.71	69,626.72	121,276.72	241,983.72	74,773.72	74,556.71	249,185.73	75,183.78	74,931.74	201,021.74	75,029.74	1,626,931.68
Net Ordinary Income	-278,028.44	-48,801.37	-47,682.36	-99,870.72	-159,122.17	568,669.47	188,747.96	-199,239.86	-20,585.90	321,046.09	-9,296.13	-45,168.25	170,668.32
Net Income	-278,028.44	-48,801.37	-47,682.36	-99,870.72	-159,122.17	568,669.47	188,747.96	-199,239.86	-20,585.90	321,046.09	-9,296.13	-45,168.25	170,668.32

## **REPORTS**

## **REPORTS**

Executive Director – Bobbi Palmer

To: Board of Directors

Fallbrook Healthcare District

From: Bobbi Palmer, MBA, MSW

**Executive Director** 

Re: Monthly Report

Date: October 3, 2016

#### **Community Health**

Prostate cancer is the most common cancer among men in the United States after skin cancer. More than 200,000 new cases occur annually. It is the second leading cause of cancer deaths in men after lung cancer. Roughly 27,000 deaths are attributed to prostate cancer each year. It is recommended that men over the age of 50 have a prostate screening on an annual basis. Men who have a family history of prostate cancer should begin to have annual evaluations at least by age 40. In the fall each year, Fallbrook Healthcare District sponsors a PSA screening in the communities represented by Bonsall, Deluz, Fallbrook and Rainbow. The screenings consist of a blood test and a digital exam by a local Urologist. It is important that both components of the screening be done.

#### **Collaborative Effort:**

The following organizations worked together on Saturday September 17<sup>th</sup> at Fallbrook Family Health Center: Philip Brodak, MD, Fallbrook Healthcare District, Cal State University San Marcos School of Nursing, Fallbrook Family Health Center, Palomar Health, Fallbrook Hospital Auxiliary Volunteers, and North Inland Community Prevention Program's Fallbrook Youth Advocacy Coalition. Results for this year's PSA screening were as follows: 85% normal findings and 16% abnormal findings; 75 screenings were conducted. Results were sent to the physician for follow-up to all participants.

#### **Community Engagement**

- Village Rotary Luncheon Speaker- Fallbrook Public Library
- Senator Joel Anderson Coffee Chat-San Marcos
- First Responder Luncheon Appreciation- Community Center
- State of the Chamber Annual Dinner Event
- Women of Wellness (WOW) monthly program: Breast Cancer Awareness
   Month
- PSA Prostate Screening

#### Upcoming Fallbrook Healthcare District Collaborative Events- NCCCHI

- 1. Fallbrook Halloween Festival held at Fallbrook Community Center-October 31<sup>st</sup>
- 2. Health Screenings and Health Education within Fallbrook Unified School District
- 3. Agricultural Worker Pilot Program-Hines Growers- health screenings: Cal State University San Marcos School of Nursing
- 4. Healthy Eating/Healthy Cooking series begins at Jack E. Johns Community Center: Fallbrook Pantry & Cal State University San Marcos School of Nursing. Cooking Matter classes are held twice a week beginning October 4th and 5<sup>th</sup>. The healthy cooking class is a six-week course and we expect 18 participants.

#### **Legislative Advocacy**

Attendance at California Special Districts Association (CSDA) Annual Conference – October 10-13, 2016.

Attendance at Senator Joel Anderson Coffee Chat- San Marcos

## Fallbrook Family Health Center



# Fallbrook Family Health Center



# Fallbrook Family Health Center

Men in Waiting



# PSA SCREENING ON SEPTEMBER 17, 2016 CAL STATE SAN MARCOS NURSING STUDENTS FALLBROOK FAMILY HEALTH CENTER



# Fallbrook Family Health Center

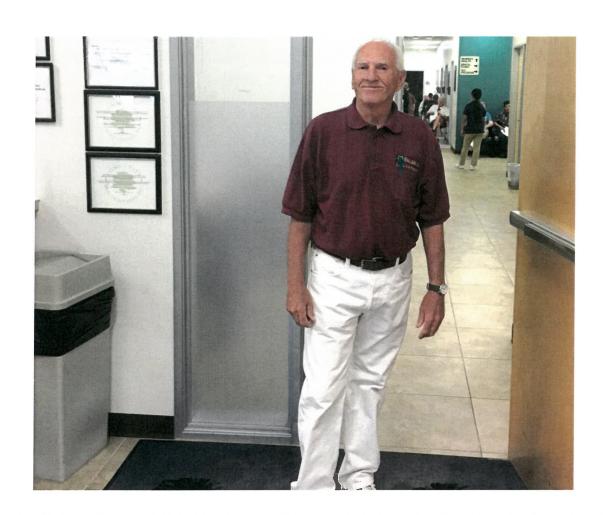


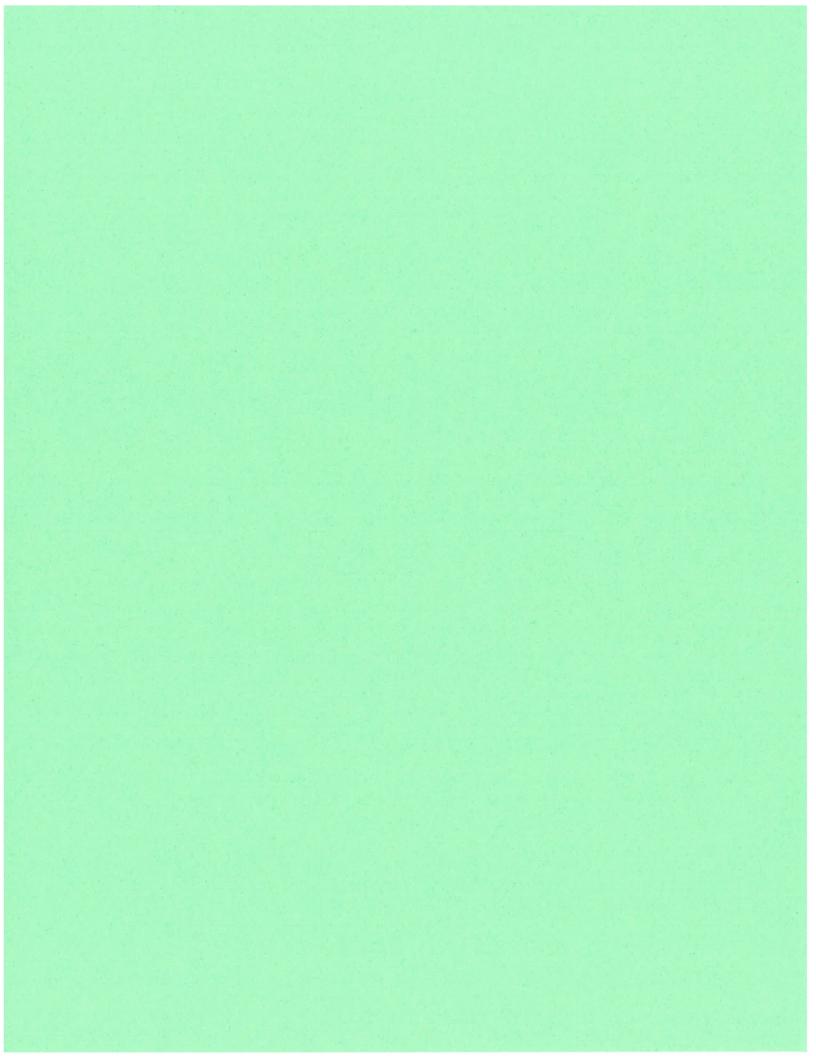
# Fallbrook Family Health Center Staff



# Fallbrook Family Health Center

## Volunteer





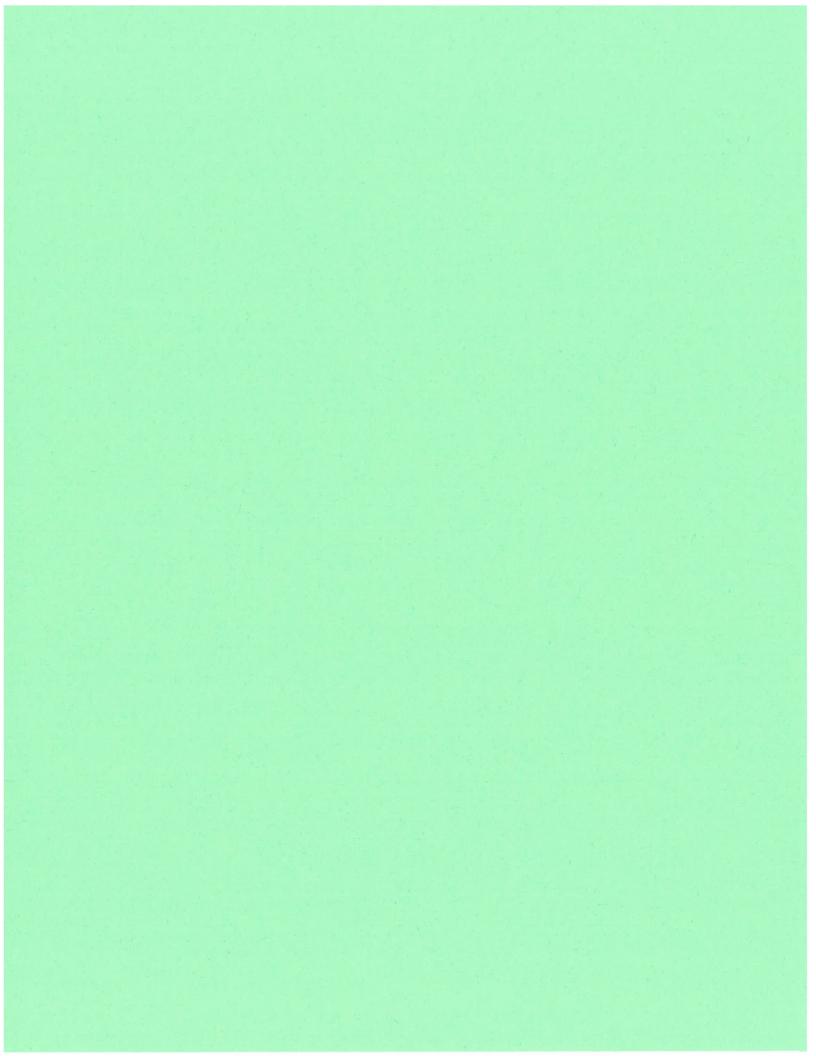












## Stay healthy and have some fun!

## FREE

## **Vaccines & Health Screenings**

Flu shots available for 6-months and older

**Tdap** (Tetanus, Diptheria, Whooping Cough) —18 years and older

Pneumonia—65 years and older

**Height and Weight measurements**—for everyone

Blood pressure check-up—for everyone



Shots given by Public Health Nurses and provided by the S.D. County Public Health Department. Health screenings provided by the Fallbrook Family Health Center.

Join in the family fun at the Harvest Faire on Sunday, October 16 and protect your family from the flu at the same time. Come to our booth on Main at Hawthorne St. 10:00 a.m.—2:00 p.m. Children and adults can get a flu shot, then enjoy the vendors with arts and crafts or perhaps a pony ride.









iHay que divertirnos y mantenernos sanos!

## Vacunas y Servicios de la Salud GRATIS

Vacuna contra la influenza (gripe)—para todos mayores de 6 meses

Tdap(proteger contra la difteria, el tétano, y tosferina) — para adultos mayores de 18 años

Neumonía—para adultos mayores de 65años

Medidas de altura y peso—para toda la familia

Chequeo de presión arterial—para toda la familia

Las vacunas son proveídas por el Departamento de la Salud Pública del Condado de San Diego y serán administradas por enfermeras de salud pública. Los servicios de la salud serán proveídos por la clínica de Fallbrook.

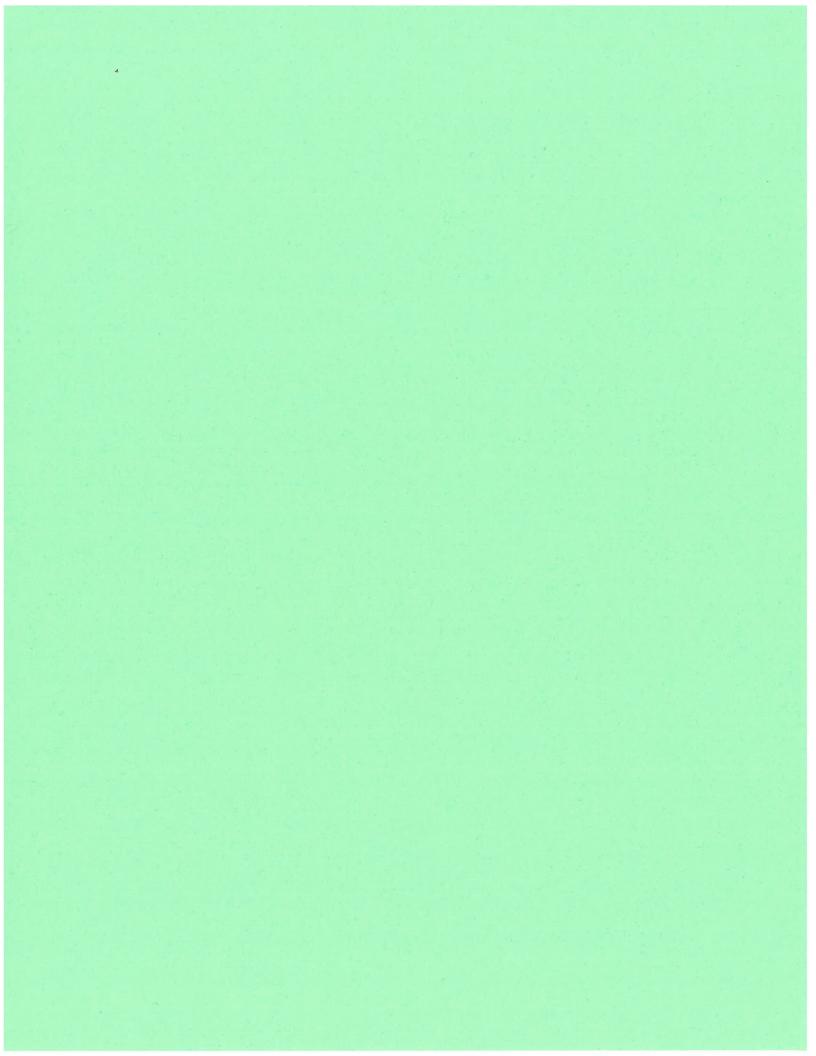
Participe y diviértase en familia en la Feria de la Cosecha el Domingo, 16 de Octubre y a la misma vez proteja su familia contra la temporada de gripe. Visite nuestra estación en la calle principal en Hawthorne St., 10:00am-2:00pm.









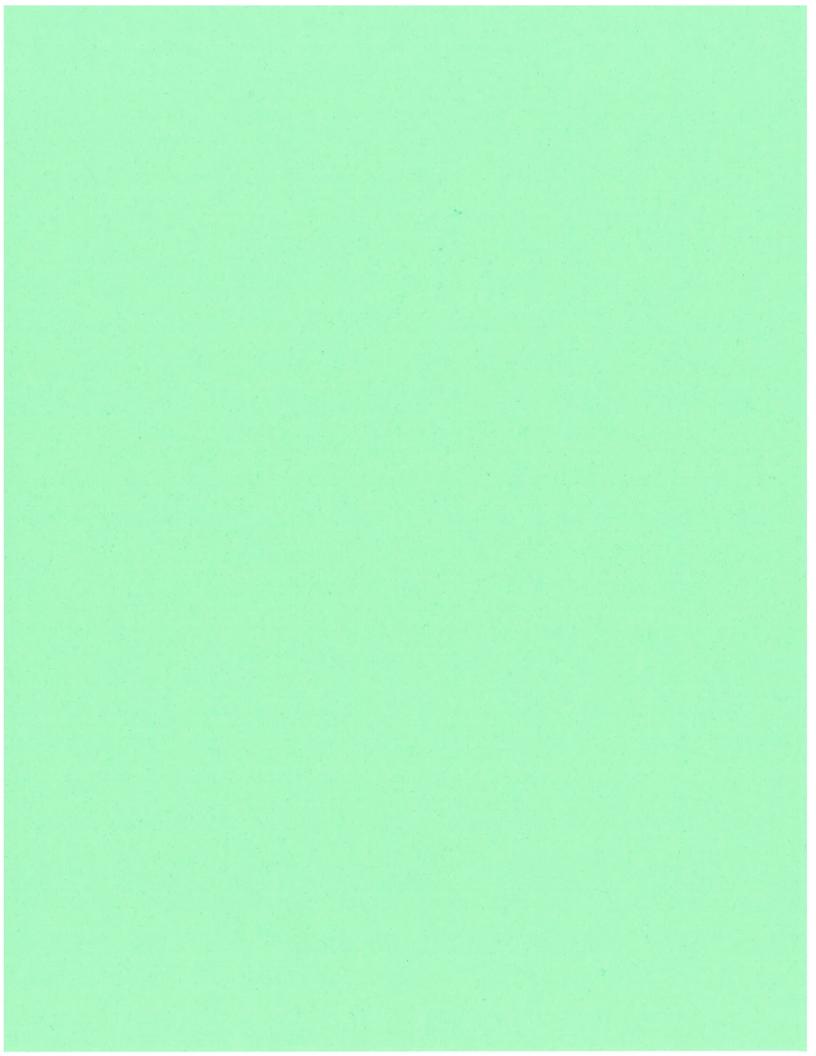














## **COMMUNICATION ONLY**



1112 I Street, Suite 300 Sacramento, California 95814-2865 T 916.231.4141 or 800.537.7790 \* F 916.231.4111

Maximizing Protection. Minimizing Risk. \* www.sdrma.org

September 16, 2016

Mr. Stephen Abbott President Fallbrook Healthcare District 138 S. Brandon Road Fallbrook, California 92028



Re: President's Special Acknowledgement Award – Property/Liability Program

Dear Mr. Abbott:

This letter and enclosed certificate, are to formally acknowledge the dedicated efforts of the Fallbrook Healthcare District's Governing Body, management and staff towards proactive risk management and loss prevention training for earning the President's Special Acknowledgement Award! The Award is to recognize members with no "paid" claims during the prior **five consecutive program years** in the Property/Liability Program.

A "paid" claim for the purposes of this recognition represents the first payment on an open claim during the prior program year and excludes property claims. Your agency's efforts have resulted in no "paid" property/liability claims for the prior 5 consecutive program years including 2015-16. This is an outstanding accomplishment that serves as an example for all SDRMA members!

It is through the efforts of members such as Fallbrook Healthcare District that SDRMA has been able to continue providing affordable property/liability coverage to over 500 public agencies throughout California. While 425 members or 85% in the property/liability program had no "paid" claims in program year 2015-16, 300 members or 60% had no paid claims for the prior 5 consecutive years.

In addition to this annual recognition, members with no "paid" claims during 2015-16 earned 2 credit incentive points (CIPs) reducing their annual contribution amount and members with no "paid" claims for the prior 5 consecutive program years earned 3 additional bonus CIPs. Also, members with no "paid" claims for at least 3 consecutive program years may receive a lower "risk factor" which also helps to reduce the annual contribution amount.

Included with this letter and certificate is your press release template so your agency may showcase this important accomplishment.

On behalf of the SDRMA Board of Directors and staff, it is my honor to congratulate your Governing Body, management and staff for your commitment to proactive risk management and loss prevention training.

Sincerely,

Special District Risk Management Authority

David Aranda, President Board of Directors



#### LOCAL

## Mentors needed for GANAS Mentoring Program's 11th Season

 $FALLBROOK-The\ Fallbrook$ Citizens Crime Prevention Committee (FCCPC) is in need of mentors for its GANAS Mentoring Program and invites anyone interested in volunteering to join them anytime between 4 and 7 p.m. on Thursday, Sept. 15 for their Mentor Recruiting Event at Scoreboard Pizzeria, 1125 S. Mission Road, (Albertson's Shopping Center).

Mentoring brings lasting benefits to volunteers and this community. Recognized and valued nationwide by many law enforcement agencies and community organizers as an effective crime prevention tool, mentoring helps steer underserved children away from gangs, drugs, and crime.

These negative influences do exist in the Fallbrook area.

"We can overcome them and turn crime around, one child at a time, if enough residents get involved and volunteer. Helping children by mentoring, seeing them redirected and blossom, can enrich one's own personal life," said GANAS founder Pat Braendel.

In 2005, the FCCPC created the GANAS Mentoring Program. GANAS stands for guide, advise, nurture, and support. It also started TEEN (together everyone encourages neighbors) GANAS. The success of the GANAS Mentoring Program is dependent on the small sacrifice people make by becoming a volunteer mentor.

GANAS reaches children, ages 9 to 18, in local apartment communities. Often these youth



North County Fire fighters Leo Espinoza, Ben Lian, Matt Anderson, Eric Ayers, and Ben's dog Ruby, present a program on a different type of fire truck each year to help Ganas mentees understand what it takes to be a fireman.

Courtesy photo

have no one who will listen to a GANAS mentor, residents can them. By volunteering to become

choose to give a gift of personal

time and commitment.

Mentoring is one of the most important community outreach programs. It creates a "safe zone" in the apartment complexes where many of these children live. The FCCPC believes that mentors are invaluable role models for the children in the program. These relationships provide an important foundation, by encouraging the children to create lifelong goals, and become contributing and successful members of the community.

The GANAS Mentoring

Program currently holds sessions during the school year at six sites and needs 12 mentors right now. There are usually 10 to 12 children, and if there are enough volunteers, two to four mentors per site. At the beginning of the school year, all mentors attend a training session and go through a screening procedure which includes fingerprinting. Individual support for the mentors is always available throughout the year.

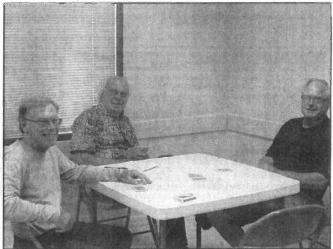
For more information, call Braendel at (760) 731-9127.

## **Community Health Contract Recipient**

A-8 | The Fallbrook Village News | villagenews.com | September 8, 2016

## Senior center's Line Dancing Group recognized





The Fallbrook Senior Center Line Dancing Group includes, from right to left, Louise Patterson, Hanh DeMore, Shirley Fua, Phyllis Sweeney, Marian Suggs, Alicia Arreola, and Maus, and Mike Van Buskirk is looking for more players. Linda Burke, who are displaying their certificate from Sen. Joel Anderson.

The Fallbrook Senior Center pinochle group, from left, Delos E. Eyer, John

Fallbrook Senior Center's Line

FALLBROOK - Senator for being named the Community Joel Anderson recognized the Health Champion for June by the Fallbrook Healthcare Dancing Group with a certificate District. The group is lead by

Marian Suggs and meets at the Fallbrook Senior Center Tuesday and Thursday mornings from 9 to 10 a.m.

The senior center also has a pinochle group that meets every Monday from noon to 4 p.m. in the game room. All are welcome

to join the group for fun playing cards.

The Senior Center is located at 399 Heald Lane, (760) 729-4498.

#### ADMINISTRATION





August 19, 2016

Ms. Bobbi Palmer Fallbrook Healthcare District 138 South Brandon Road Fallbrook, California 92028

Dear Ms. Palmer:

I want to extend my most sincere thanks for your recent commitment to benefit Palomar Health. It is though generous contributions, pledges, sponsorships, gifts-in-kind and estate planning that we are able support our patients in all ways possible to provide a "patient first" experience.

When I'm asked what makes Palomar Health different from other hospitals, I look upon our 66 years of caring for generations of North County families. Over these six and a half decades, I can easily see how gifts of all kinds have propelled us towards becoming one of the top healthcare systems in the region. With these philanthropic investments and a workforce committed to excellence, we have built a system that is always steadily focused on providing best outcomes, practices, services and patient experiences to achieve our commitment to Patient First care.

Yet, to always be prepared for anyone's special need, we must consistently invest in improving our capabilities. This is why we are grateful for the choice you made to support our readiness. Funding of technology and equipment, special programs, services, and facility enhancements all help to provide life-saving and life-changing care when needed.

It can be said that quality of life resides in a person's state of wellness. We are committed to providing the optimum state of wellness for everyone who passes through our doors. Through us – and through you – an important and profound difference is made for someone every day. Thank you.

Sincerely,

Bob Hemker

President and Chief Executive Officer

Palomar Health



#### A Summer in Fallbrook, California: A Student Nurse's Experience in Community Health

Approaching my last semester of nursing school at Cal State San Marcos, I was intensely focused on studying for my final tests, attending my clinicals, and completing projects to obtain my diploma. When I found out I was to be placed in Fallbrook for my community health clinical, I figured that it would just be another step on my way to completing my nursing program. I had always known Fallbrook to be the small community beside the freeway, never really having the chance to get to know the area. As the first day of clinicals drew near, I began to think about what community health meant, including the day-to-day aspects of providing nursing care outside the hospital setting. The next ten weeks in Fallbrook provided me with an experience that would shape and define my career as a registered nurse moving forward.

A significant part of my experience in community health included working with The Collaborative of Fallbrook, focused on decreasing the incidence of hypertension, diabetes, and heart disease for its community members, both young and old. Sites included the Fallbrook Food Pantry, Foundation for Senior Care, and various day care centers throughout the community, culminating in an all-day blood glucose and blood pressure screening at the Hines Nursery. The most valuable lesson that I have learned from time spent at these various sites includes the following: Members of the Fallbrook community are willing to take initiative and ownership of their health when given adequate resources and education. During each and every interaction with a member of the Fallbrook community, I did my best to emphasize that this individual is in control of his/her health, and we were ready to provide the necessary resources every step of the way. Moving forward, my experiences in Fallbrook have defined and shaped what type of nurse I will strive to be, one that empowers patients to take initiative to gain take control of one's health for a better future.

-Alexander Tablante, Cal State San Marcos School of Nursing Alumni

## FORMER HOSPITAL NOW LANGUAGE SCHOOL

BY DAVID GARRICK

SAN DIEGO

Nine years after Point Loma's Cabrillo Hospital ceased operations, a large language school has revived the dormant 6-acre campus and filled its 10-story tower with hundreds of students from across the globe.

The transformation of the site simultaneously fills one of the city's most

conspicuous vacant buildings and provides a jolt of economic activity to nearby businesses in the Midway District and San Diego at large.

Because the students at EF International Language Center spend short stints in San Diego brushing up on their English skills — anywhere from two weeks to six months — they behave more like sightseeing tourists than traditional students.

"We are welcoming them with open arms," said Cathy Kenton, chairwoman of the Midway/Pacific Highway Community Planning Group. "Having young people in the community is very attractive."

The annual economic impact of the newschool, which opened this month after more than a year of renovations to the long-abandoned hospital, has been SEE SCHOOL • B3

SAN DIEGO UNION-TRIBUNE | MONDAY • SEPTEMBER 26, 2016

### mootod

**B3** 

## **SCHOOL** • 1,000-1,500 students expected

FROM B1

estimated at \$20 million by the San Diego Economic Development Corp.

The school has 100 full-time employees, and EF officials said they expect typical enrollment to range from 1,000 to 1,500 students.

There are already more than 700 students on campus, and they've been busy eating at local restaurants, partying at downtown nightclubs, visiting the San Diego Zoo and enjoying the beaches.

The study by the Economic Development Corp. said that in addition to the \$20 million direct economic impact, spending by students should generate an additional \$30 million in activity each year.

Maria Albertsen, a 27-yearold from Denmark honing her English for her job as a banking adviser, said she's enjoyed exploring San Diego.

"I wanted to try out California," said Albertsen, adding that the EF experience was particularly appealing because the students hail from so many different countries. "This is the part I love about traveling—you get to interact with different kinds of people from all over the world and make friends."

EF fosters that kind of bonding and interaction by encouraging its students to live on campus in dorm rooms that occupy floors four through 10 of the old hospital.

Those floors include 700 beds spread across rooms ranging in size from singles to

four-person suites.

The third floor is a student activities center featuring a movie theater, while the first and second floors have 30 classrooms, an auditorium, a coffee barand other amenities.

Officials from EF, a private for-profit company, declined to say how much they spent on renovations, but county property records show the company bought the old hospital in 2015 for \$20 million.

They've operated a similar

looked like a real big challenge to turn this hospital into anything else, it struck us as 'this is perfect,' "Moreno said.

She said the location was ideal because bus lines and the Old Town Trolley Station are nearby, and the students can walk to the many restaurants and shops around the Valley View Casino Center a few blocks to the north.

In addition, the hospital was large enough at 178,000 square feet, and the 6-acre campus gave

Kenton, the local planning group leader, praised EF for engaging with neighborhood leaders early in the process.

"They also worked with their immediate neighbors to make sure everyone was happy with how they handled issues with noise, traffic, et cetera," she said.

The school's curriculum varies depending on how strong a student's English skills are.

Albertsen, the student from Denmark, already speaks nearly perfect English, but she wants to push her skills to a new level because her work involves Denmark's unusually complex mortgage industry.

"You can always improve your vocabulary and grammar," she said.

The former hospital building has been a prominent feature of eastern Point Loma and the Midway area since it was built in 1975 on 13 acres as Doctors Hospital.

In 1981, Sharp bought the property and renamed it Sharp Cabrillo. In 1999, Sharp discontinued emergency services at the hospital but kept it open as a skilled nursing facility with outpatient services until its lease ended in 2009.

During its years of dormancy, there was talk of the hospital potentially serving as a large homeless shelter or as temporary housing for refugees. But it remained vacant until EF bought it and remodeled.

"Although ... it looked like a real big challenge to turn this hospital into anything else, it struck us as 'this is perfect."

Shawna Sullivan Moreno • EF International Language Center

school in Scripps Ranch for the last 10 years on the campus of Alliant International University, but struggled with the lack of mass transit and nearby businesses there.

"The location was tricky for us because our students, who are all international, don't have cars," said Shawna Sullivan Moreno, an EF property director in Boston.

So the company, which operates 500 schools in 52 countries, began scouting replacement locations and stumbled onto the hospital, which Sharp HealthCare closed in 2009 because of declining patient demand and a lease dispute.

"Although on the outside it

EF the opportunity to add amenities including an outdoor pool, sand volleyball courts and a soccerfield

Some nearby residents raised concerns about traffic, parking problems and noise the school might generate, but Moreno said the school was able to ease those.

A key element of that was students don't drive. The aesthetic benefits of renovating the hospital and reactivating it also helped, she said.

"We are upgrading and enhancing an area that for a long time sat desolate," Moreno said. "We take great pride in being a good community partner."

david.garrick@sduniontribune.com

### **DISCUSSION/ACTION ITEMS**

## TERMINATION AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Termination Amendment ("Termination Amendment") to Professional Services Agreement (Agreement) is entered into by and between Fallbrook Healthcare District (District), a public agency organized and operating pursuant to California Health and Safety Code sections 32000 et seq., and Cornerstone Integrated Marketing, Incorporated, ("CIM" or "Consultant"), effective September 19, 2016, as follows,

#### R-E-C-I-T-A-L-S

- 1. The District and Consultant (collectively, "the parties") have mutually agreed to terminate the Professional Services Agreement entered into by the parties on August , 2016;
- 2. In consideration for payment of Consultant's prorated invoice for September, 2016, Consultant is willing to waive, release and discharge District from performance of the Agreement effective September 19, 2016. District is willing to waive, release and discharge Consultant from any further performance under the Agreement effective September 19, 2016.

#### C-O-V-E-N-A-N-T-S

#### 1. CONSULTANT'S SERVICES AND SCHEDULE

- 1.1 <u>Termination</u>. The parties hereto hereby terminate the Agreement effective September 19, 2016. Consultant is aware of District's ongoing need for services, and Consultant has no objection to District pursuing and obtaining such services through Consultant's former employee, Erica Holloway, whether services are provided personally by Ms. Holloway or through another entity electing to employ Ms. Holloway.
- 1.2 Release. District shall pay Consultant's invoice for September, 2016, prorated, in the amount of Two Thousand, Five Hundred Thirty Three and 57/100ths dollars ("final payment"). Upon receipt of the Final Payment, Consultant shall release, waive and foreever discharge District and its directors, officers, and employees from any and all further liability under the Agreement. District for its part shall release, waive and further discharge Consultant and its directors, officers, and employees from any and all further liability under the Agreement.

Consultant and District understand the meaning of California Code 1542, and each party agrees that the above noted release given to the other party shall include a full, knowing and voluntary waiver of all rights under California Civil Code 1542, which reads as follows:

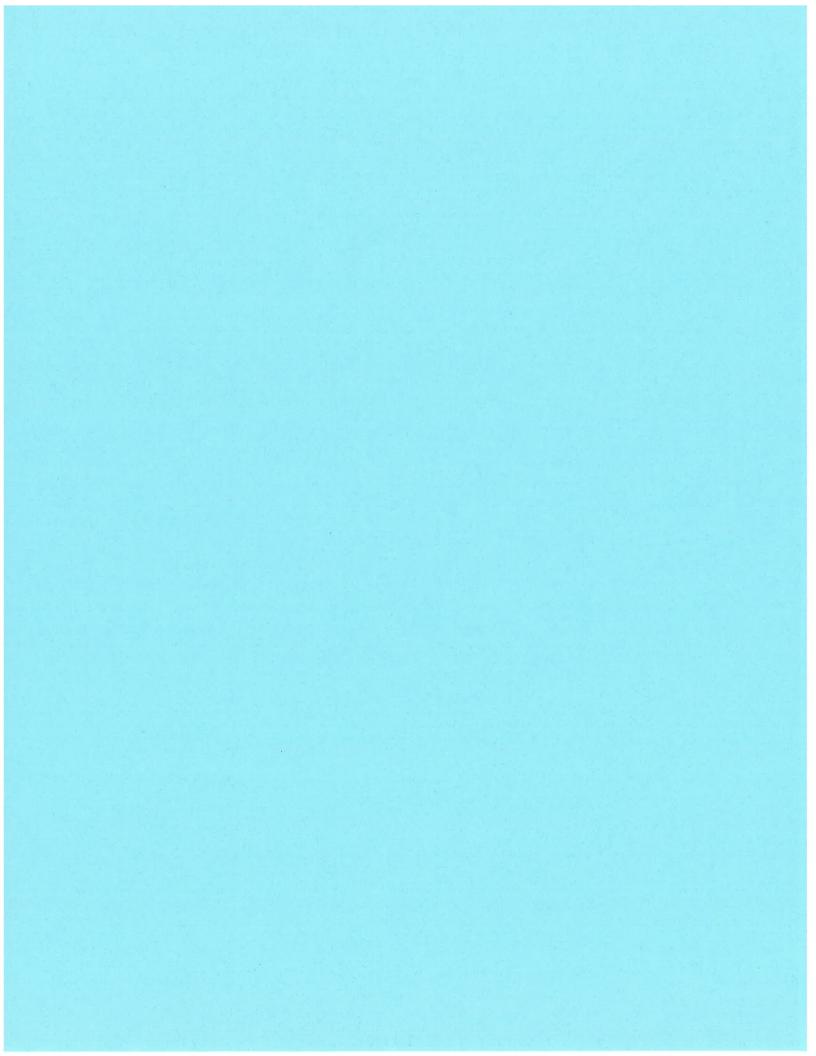
"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

This Termination Amendment to A California.	Agreement is entered into in San Diego Cou	ınty,
Fallbrook Healthcare District	Consultant	
By: Bobbi Palmer, Executive Director	Ву:	
Dated:	Dated:	

upon the parties and their respective purchasers, successors, heirs, and assigns.

Binding Effect. This Agreement shall inure to the benefit of and be binding

1.3



## REQUEST FOR PROPOSAL COMMERCIAL REAL ESTATE BROKERAGE/ LAND USE CONSULTING SERVICES

#### BROKER(S):

Fallbrook Healthcare District is requesting proposals from qualified and California licensed commercial real estate brokerage firm (s), hereinafter referred to as "Broker", with qualified personnel having previous experience in providing commercial real estate brokerage services and land use consulting for governmental and/or corporate clients.

This letter comprises the Request for Proposal (RFP) for the Commercial Real Estate Broker Tenant Representative Services. You may view a copy of the RFP at www.fallbrookhealth.org. Responses should be submitted in accordance with the instructions set forth in this RFP.

#### **PROPOSAL DUE DATE**

Interested firms must submit one (1) original unbound containing original signature, six (6) copies, and an electronic PDF/Word version of their proposal, by August 30, 2016 by 5:00 p.m. Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

#### MINIMUM QUALIFICATIONS

Proposals must demonstrate that the Broker(s) meets the following minimum qualifications to be eligible for consideration for this project:

- The firm, organization or company must be a licensed real estate broker in the state of California.
   The Managing Principal (Lead Broker) and other key real estate professional (s) assigned to the contract must be licensed real estate brokers in the State of California.
- 2. The Managing Principal assigned to the contract and responsible for the coordination and execution of the work must have a minimum of ten (10) years' experience and a proven track record of providing commercial real estate brokerage services involving large scale commercial properties for governmental and/or corporate clients.
- governmental and/or corporate clients.

  3. Each real estate professional assigned to this contract must have a minimum of seven (7) years' experience in their respective area(s) of expertise. All other assigned professionals must have a minimum of five (5) years' experience in their respective area(s) of expertise.
- Preference will be given to firms which have and maintain a brokerage office within the Fallbook District service area.

#### SCOPE OF WORK, BUDGET AND SCHEDULE

Fallbrook Healthcare District (FHD) desire commercial real estate and land use consulting services to assist in identifying available commercial properties in the community which are properly zoned and suitable for specialty medical uses such as dialysis, wound care, and other specialty services. The District would prefer a proposal to be based on time-and-material rates for the services to be performed on an as-needed basis, but is willing to consider other compensation models.

FHD expects to commence work on September 5, 2016, the contract may be extended for one-year periods for work. All potential bidders are responsible for checking the website for any addendum to the bid documents.

FHD will not reimburse any Brokers for cost related to preparing and submitting a proposal. All materials submitted by Brokers are subject to public inspection under the California Public Records Act.

The selected Broker will be required to maintain insurance coverage, during the term of the contract. Broker agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements.

#### POINT OF CONTACT

Bobbi Palmer will be the point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Bobbi Palmer, Executive Director at the address shown below. For telephone inquiries, call (760) 731-9187. E-mail inquiries may be directed to bpalmer@fallbrookhealth.org.

Bobbi Palmer, MBA, MSW Executive Director 138 S. Brandon Road Fallbrook, CA, 92028

Linda Bannerman Administrative Assistant LBannerman@fallbrookhealth.org Pam Knox Special Projects Coordinator PKnox@fallbrookhealth.org



138 S. Brandon Rd, Fallbrook, CA 92028 (760) 731-9187 www.fallbrookhealth.org

#### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is entered into by and between Fallbrook Healthcare District (District), a public agency organized and operating pursuant to California Health and Safety Code sections 32000 et seq., and Roy Moosa, as follows,

#### R-E-C-I-T-A-L-S

- 1. The District requires the professional services of a consultant to assist in analyzing applicable zoning and land use regulations applicable to commercial real estate in the Fallbrook community, with a view toward identifying prospective locations for future healthcare and related services within the community, on a case-by-case basis;
- 2. Consultant is a real estate broker with substantial real estate marketing and planning experience within the community, and has represented to District that he is qualified and possesses the knowledge, skill, expertise, and other resources necessary to provide the professional services ("Services") outlined in Schedule A, attached hereto, that it is fully acquainted with the scope of services required, and that the Services described in Schedule A adequately and completely define the scope of the services to be provided; and,
- 3. The District has relied on Consultant's representations in selecting Consultant to perform the Services, and Consultant desires to provide District with such Services, in accordance with the terms and conditions of this Agreement.

#### C-O-V-E-N-A-N-T-S

#### 1. CONSULTANT'S SERVICES AND SCHEDULE

- 1.1 Services. Consultant shall provide all labor, materials, equipment, and incidental and customary work necessary to fully and adequately provide District with professional services as required to complete the Services more fully described in the attached hereto Schedule A and incorporated herein by this reference. Consultant shall provide District with such Services in accordance with the terms and conditions of this Agreement. All Services shall be performed by Consultant to the reasonable satisfaction of District. Services shall be specifically requested by the District in writing, on a case by case or individual project basis.
- 1.2 <u>Personnel</u>. Consultant shall assign adequate and competent personnel as necessary and appropriate for the skillful, competent and timely performance of the Services. Consultant shall ensure that all staff are fully equipped and in possession of all licenses, certificates, permits, qualifications, or approvals of whatever nature required by any governmental agency having jurisdiction for the lawful performance of the portion of the Services to which they are assigned. Consultant warrants that neither it nor any of its employees performing any of the Services are disqualified by the District or debarred by any governmental agency from providing the Services.

- 1.3 <u>Nondiscrimination</u>. In performing under this Agreement the Consultant will not discriminate against any worker, employee, applicant for employment, or any member of the public, because of race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition, or otherwise commit an unfair labor practice. Consultant's actions of non-discrimination shall include, without limitation, all activities related to initial employment, upgrading or promotion, demotion, transfer, recruitment or recruitment advertizing, layoff, or termination.
- 1.4 Additional Services. "Additional Services" shall mean those additional professional services which are not described as a part of the Services as set forth in Schedule A of this Agreement, and which are requested by District in writing. Once District has authorized Additional Services, such Additional Services shall be treated in the same manner as if they were Services, except that District shall pay compensation to Consultant for such Additional Services in accordance with Paragraph 2.2 and Consultant shall submit invoices therefore in accordance with Paragraph 2.3. Additional Services shall not be performed by Consultant and no compensation shall be payable by District to Consultant for Additional Services, except to the extent such Additional Services are first authorized or directed by District in writing.
- 1.5 Records and Audit. Consultant shall maintain accurate and complete accounting records of expenditures, costs and time incurred by the Consultant in connection with the Services. Such records will be maintained in accordance with recognized commercial accounting practices. In addition, Consultant shall maintain complete and accurate records of its performance under this Agreement. District may audit such records at Consultant's offices upon reasonable notice during normal business hours. Apart from Deliverables, the District shall pay the cost of any prints or copies of such documents that are requested. All subcontracts entered into by Consultant with Subconsultants, and all sub-subconsultants of every tier, shall contain sufficient provisions giving effect to this Paragraph 1.5.
- 1.6 <u>Compliance with Laws</u>. In performing the Services, Consultant shall, and shall require its subconsultants, if any, to at all times comply with all applicable laws, rules, regulations, codes, ordinances, and orders of every kind whatsoever issued, adopted, or enacted by any federal, state, or local governmental body having jurisdiction over the the Services.
- 1.7 <u>Performance Standard</u>. Consultant shall perform the Services with efficiency and diligence and shall execute the Services in a skillful, competent and thorough manner, in accordance with the standards of Consultant's profession, generally described as that degree of skill and care ordinarily exercised by practicing professionals performing services of a scope, purpose, magnitude, and location comparable with the Services to be provided under this Agreement.
- 1.8 <u>District's Representative.</u> District's Representative. For purposes of the Agreement, the District's Representative shall be the District's Executive Director, Bobbi Palmer, located at 138 S. Brandon Road, Fallbrook, CA 92028. All Supplemental

Service Agreements or other amendments to this Agreement shall be approved and signed by the District's Representative.

#### 2. FEES AND PAYMENTS.

- 2.1 Compensation for Services. For the full and satisfactory performance of the Services, District shall compensate Consultant on an hourly basis at a rate of \$150.00 per hour, to be billed in increments of one-quarter hour. Prior to the commencement of work, Consultant shall provide District with a good faith estimate of the number of hours anticipated to be spent on researching a particular parcel, within five (5) business days of receiving District's request for services. Consultant shall not commence work on a particular assignment without first receiving written authorization from the District Representative, after a review of consultant's good faith estimate. Any and all third party costs will be submitted to District for approval prior to incurring any such costs.
- 2.2 <u>Invoices</u>. Consultant shall deliver an invoice to District no later than the 10th day of each month for Services and any authorized Additional Services provided for the prior calendar month.
  - (a) For Services performed by Consultant on a time and materials basis or for which compensation is otherwise payable by District on an hourly basis, such as for any Additional Services, and for any Reimbursable Expenses, if any, the invoices shall identify the amount to be paid and contain a detailed itemization of the Services and/or Additional Services performed for each phase of Services identified. Such detailed itemization shall include a breakdown of the Services or Additional Services performed by each of Consultant's employees. All invoices shall include Consultant's signed certification stating, to the best of Consultant's knowledge, information, and belief, that the information in the invoice is accurate and complete.
  - (b) If District reasonably determines that Consultant's invoice lacks sufficient information, it shall be returned to Consultant, but in no event later than seven (7) days after receipt, accompanied by a written statement setting forth the basis for the District's determination.
- 2.3 Payment. The District shall remit payment for all amounts due to Consultant within thirty (30) days after receipt of invoices; provided, however, in the event District disputes any portion of Consultant's invoice, it shall timely pay any undisputed amounts invoiced and notify Consultant within thirty (30) days of its receipt of the invoice of the specifics of any disputed amounts. The parties shall expeditiously resolve the subject of any disputed amounts by way of negotiation or, if necessary, mediation. Any such dispute shall not relieve Consultant of its obligation to continue diligently performing the Services.
- **3. TERM.** The term of this Agreement shall run from the date this Agreement is fully executed until June 30, 2017, subject to District's right to sooner terminate or suspend this Agreement as provided in this Agreement.

- 3.1. <u>Termination for Convenience</u>. District may at any time, in the exercise of its sole discretion, terminate this Agreement in whole or in part, with or without cause, by providing notice to Consultant of its intention to terminate the Agreement for convenience at least ten (10) days before the effective date of termination. So long as the Consultant is not in default under this Agreement at the time of such termination, District shall make an equitable adjustment to the compensation due Consultant taking into account the following:
  - (a) All compensation and reasonable expenses due to Consultant for Services and any Additional Services performed up to the effective date of termination;
  - (b) Consultant's actual and reasonable costs of termination;
  - (c) The amount of any advance payments made by District to Consultant;
  - (d) Any amounts owing by Consultant to District under the terms of this Agreement; and,
  - (e) No amount shall be payable by District for the Consultant's anticipated profit on the value of Services or any authorized Additional Services not performed by Consultant, or for any loss, cost, damage, or consequential damages which Consultant or any other party may sustain by reason of or in connection with District's termination of this Agreement.

Consultant hereby expressly waives any and all claims for damages and/or compensation arising under this Paragraph 3.1, except as set forth herein, in the event of such termination.

- Termination for Cause. An Event of Default by Consultant shall be deemed to have occurred when there is: (a) a failure, neglect, or refusal on the part of Consultant to duly observe or perform any obligation or duty required under this Agreement, which failure, neglect, or refusal continues for a period of ten (10) days (or such longer period as District in its sole discretion may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice of the same has been delivered to Consultant by District, and/or (b) any representation or warranty of Consultant set forth in this Agreement or otherwise delivered pursuant to the Agreement will have been false in any material respect when so made or furnished to District. If an Event of Default occurs, then District may exercise any right, power or remedy available to it under this Agreement, law or in equity and has, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to Consultant, in which event District has no further obligations hereunder or liability to Consultant except as to payment for Services actually received and accepted by District through the effective date of termination, subject to set off of any claims of District against Consultant for failure to perform the Services in accordance with this Agreement.
- 3.3 <u>Continuing Responsibility</u>. Termination of this Agreement, in whole or in part, as provided in Paragraphs 3.1, or 3.2, or in any other manner provided under this Agreement, does not relieve Consultant from liability for its performance of any obligation or Services under this Agreement that was performed or was to have been performed by Consultant on or before the effective date of such termination. In no event will District be liable to the Consultant in any amount for Services or any authorized Additional Services not performed by Consultant, for the Consultant's anticipated profit on the value of the Services or any authorized Additional Services not performed by the Consultant, or for any

loss, cost or damage, including consequential damages which Consultant, its Subcontractor, or any other party may sustain by reason of or in connection with District's termination of this Agreement.

- **4. INDEPENDENT CONTRACTOR.** District has retained Consultant to provide, and Consultant shall perform, the Services as an independent contractor maintaining exclusive direction and control over its employees; and, no personnel utilized by Consultant to perform the Services are employees of District.
- **5. OWNERSHIP OF DOCUMENTS**. All Deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, documents, data, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services (Consultant Work Product) shall belong to and be subject to the sole ownership and use of District. The provisions of this Paragraph 6 shall survive any termination of this Agreement.
- **6. CONSULTANT LIABILITY.** Should Consultant fail to perform any of its obligations under this Agreement, or otherwise fail to complete the Services within the time prescribed by this Agreement, the Consultant shall be liable to District for the actual damages incurred.
- 7. INSURANCE. Consultant shall procure and maintain in force, at its sole cost and expense, and at all times during the performance of the Services, policies of insurance providing coverage in the amounts and types set forth below, insuring against claims which may arise out of or in connection with this Agreement and/or Consultant's performance of the Services. Consultant shall, upon request from the District, provide such certificates of Insurance or other satisfactory evidence that such policies have been procured and are in effect, and Consultant agrees to promptly notify District of any material changes in the coverages listed below, including without limitation changes in policy limits, changes or non-renewals of coverage, and any replacement carriers. Promptly shall mean not less than ten (10) days prior to the effective date of any material change in the coverages listed below.
- 7.1 Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for contractual insurance, broad form liability, property damage, independent consultants, and personal injury (including advertising liability).
- 7.2 Automobile Liability Insurance providing coverage for vehicles used in connection with the performance of this Agreement, whether owned, hired, leased, or borrowed with limits not less than Three Hundred Thousand per injured person, Five Hundred Thousand per injury accident (\$300,000/\$500,000) for bodily injury and \$100,000 for property damage coverage.

- 8. INDEMNIFICATION. Consultant agrees to indemnify and hold the District, its governing body, officers, employees, representatives, agents, successors and assigns (collectively the District Indemnities), harmless from and against any and all losses, liabilities, claims, causes of action or proceedings in any court or administrative forum, judgments, penalties, costs and expenses of whatever nature or kind, in law or equity (Indemnity Claims), incurred or suffered by the District Indemnities, or any of them, including Indemnity Claims arising by reason of any personal injury (including, without limitation, disease or death) of any person or property loss, loss of use, or damage, to the extent the same arise out of or in connection with the negligent act(s) or omission(s), recklessness, or willful misconduct of Consultant, its officers, employees, subcontractors, representatives, agents, successors or assigns on, in, or about the performance of this Agreement. District shall promptly notify Consultant of its receipt of any claim made against the District by a third party relevant to this Paragraph 9 and/or this Agreement.
- 9. NOTICE. All notices to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when personally served or two days after mailing by certified, return receipt requested, to the following addresses:

To: District
Fallbrook Healthcare District
Attention: Bobbi Palmer, Executive Director
138 S. Brandon Road
Fallbrook, California 92028

To: Consultant Roy Moosa, 431 South Main Avenue Fallbrook, CA 92028

- 10. CONFIDENTIAL INFORMATION. During the course of the performance of this Agreement, Consultant may receive written or verbal information from District, its representatives or agents, not in the public domain. Such information may include District's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to District. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns will disclose such information to any third party or use the same in any manner without the prior written consent of District. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care.
- 11. CONSEQUENTIAL DAMAGES. In no event shall either party or its contractors, subcontractors, or representatives be liable in contract, tort, strict liability, warranty, or otherwise, for any special, indirect, incidental, or consequential damages, such as, but not limited to, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increase expense of operation of other equipment or systems, or cost of capital.

#### 12. MISCELLANEOUS PROVISIONS.

- 12.1 <u>Venue</u>. Venue shall lie only in the federal or state courts in the County of San Diego, State of California.
- 12.2 <u>Modification</u>. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.
- 12.3 <u>Entire Agreement</u>. This Agreement, together with all Schedules attached, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Schedules.
- 12.4 <u>Assignment</u>. Consultant shall not be entitled to assign all or any portion of its rights or obligations contained in this Agreement without obtaining the prior written consent of the District. Nothing in this Agreement shall obligate the District to give such consent. Any purported assignment without the District's consent shall be void.
- 12.5 <u>Binding Effect</u>. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.
- 12.6 <u>Unenforceable Provisions</u>. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

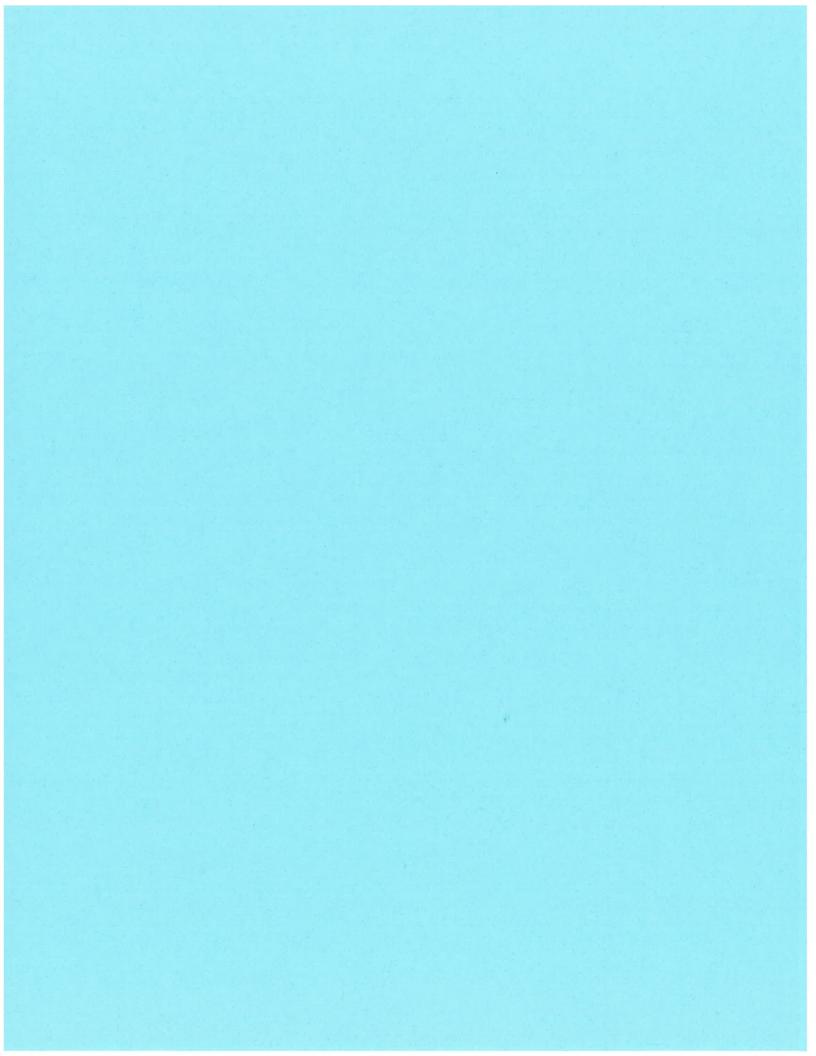
This Agreement is entered into in San Diego County, California.

Fallbrook Healthcare District	Consultant
By: Bobbi Palmer, Executive Director	By:
Dated:	Dated:

#### **SCHEDULE A**

#### Services to be Provided

- 1. Research applicable Zoning for specifically identified real property to ensure compatibility with desired or prospective healthcare or related services usage on an as-needed basis.
- 2. Provide input and coordination with any efforts to seek or pursue variance or Conditional Use permits on an as needed basis.
- 3. Assist with property valuation or negotiations if/where applicable.
- 4. Such other "additional services" as discussed and mutually agreed upon.



# REQUEST FOR PROPOSAL MEDICAL EQUIPMENT LIQUIDATOR COMPANY

#### **PROPOSAL DUE DATE:**

Interested companies must submit (1) original, six (6) copies, and an electronic PDF/Word version of their proposal, by October 24, 2016 by 5:00 PM. Proposals shall be considered firm offers to provide the services for a period of ninety (90) days from the time of submittal.

#### **SCOPE OF WORK**

Fallbrook Healthcare District (FHD) desires a company to provide an appraisal with an asset listing and auction. The use of the report will be for the purpose of determining the value of personal property for sale purposes.

#### **POINT OF CONTACT**

Bobbi Palmer will be the point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Bobbi Palmer, Executive Director at the address shown below. For telephone inquiries, call (760) 731-9187. E-Mail inquiries may be directed to bpalmer@ fallbrookhealth.org, lbannerman@fallbrookhealth.org and pknox@fallbrookhealth.org.



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