

	<u>Agency Name</u>	<u>Location</u>	<u>Price</u>
14	Sowen	Fairfield, CT	\$ 141,000.00
1	Applied Survey Research	Watsonville, CA	\$ 112,000.00
7	Evalcorp	Irvine, CA	\$ 94,300.00
2	Ascendient	Raleigh, NC	\$ 85,000.00
8	Fireside Consulting	Orange County, CA	\$ 126,000.00
10	Health Assessment & Research for Communitites (HARC)	Riverside, CA	\$ 30,522.00
6	Crescendo	Portland, MN	\$ 39,439.00
least qualified after proposal review			
3	Black Swan Consulting	San Jose, CA	\$ 242,960.00
4	Collaborative Consulting	San Francisco, CA	\$ 128,419.32
5	Conduent Community Health Solutions (Healthy Communities Institute)	Florham Park, NJ	\$ 98,400.00
9	Geochat (Eviset)	Northampton, MA	\$ 84,750.00
11	Population Health Innovation Lab (PHIL)	Oakland, CA	\$ 176,277.00
12	Proof Insights	Temecula, CA	\$ 78,811.00
13	Redwood Institue of Social Research	Trinidad, CA	\$ 61,000.00
15	Strategic Health Advisors	Bloomfield, NJ	\$ 59,150.00
16	Thurmond Consulting	Sacramento, CA	\$ 146,300.00

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between the Fallbrook Regional Health District, a California independent special district (“District”), and Michelle’s Place Cancer Resource Center, a California non-profit public benefit corporation (“Grantee”).

RECITALS

- A. Under Health and Safety Code 32121, subdivision (m), the District is authorized “To establish, maintain, and operate, or provide assistance in the operation of, free clinics, diagnostic and testing centers, health education programs, wellness and prevention programs, rehabilitation, aftercare, and any other health care services provider, groups, and organizations that are necessary for the maintenance of good physical and mental health in the communities served by the district”;
- B. Grantee provides educational activities, support services, and engagement in community partnerships for individuals and families impacted by cancer, caregivers, and members of the community residing within the Fallbrook Regional Health District service area (“Services”);
- C. District desires to support Grantee’s Services through an award of a grant, and Grantee desires to accept a grant in furtherance of the Services subject to this Agreement’s conditions.

AGREEMENT

- I. **Grant.**
- a. District will award Grantee a total of \$85,000 over two years, with an annual payment of \$42,500 to be paid in biannual installments July and January (“Grant”).
 - b. District may reduce, suspend, or terminate the payment or amount of the Grant if Grantee is not meeting the objectives of the Grant or the conditions of this Agreement, as determined in the sole discretion of the District.
 - c. Upon request by the District, Grantee will make available evidence of other sources of funding obtained to provide the Services.
- II. **Services.** The Services provided by Grantee will include no less than six educational seminars and/or Lunch and Learn sessions. Grantee will offer monthly, structured, peer-led support services, including those in the Spanish language, to address the emotional, social, and behavioral health needs of individuals impacted by cancer. Grantee will also work to strengthen and expand community-based partnerships to enhance service access and holistic support. Grantee will cover the cost of all materials and will provide the District with liability insurance coverage as described in the District’s Facility Use form. The dates and times of the sessions must be coordinated through the District’s Community Programs Coordinator.
- III. **Term & Termination.** This Agreement will take effect upon the date of the last signature below and remain in effect until:

- a. June 30, 2028;
 - b. District provides 30 days' written notice of termination for any reason;
 - c. Grantee provides District written notice of a breach of a term of this Agreement, and the breach remains uncured for a period of 60 days.
- IV. **Work Plan.** Use of the Grant will be consistent with the goals and objectives outlined in the Work Plan, attached hereto as Exhibit A.
- V. **Monitoring & Evaluation.**
- a. Grantee will cooperate in efforts undertaken by the District to monitor and evaluate the effectiveness and use of the Grant.
 - b. Grantee will participate in and comply with all on-site evaluations and monitoring procedures, including interviews with Grantee's employees or agents.
 - c. Upon request by the District, Grantee will provide written and/or oral status reports in a format provided and schedule defined by the District.
- VI. **Accounting & Records.**
- a. Grantee will maintain an accounting system that accurately reflects and documents all fiscal transactions for which the Grant is used.
 - b. All records of Grantee pertaining to the use of the Grant shall be maintained at Grantee's main local office for at least five years following the year in which funds are awarded.
 - c. Upon request, District will have the right to review all of Grantee's records related to the performance of this Agreement.
- VII. **Authorization to Use Name, Image, Logo, & Likeness.** Grantee understand that District may utilize Grantee's name, image, logo, or likeness in District's promotional materials designed to publicize the District's mission and service to the community. Grantee hereby grants the District permission and license to utilize Grantee's name, image, logo, and likeness, including photos and videos, displaying Grantee's premises, operations, activities, employees, or agents.
- VIII. **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless District and its officers, agents, and employees from any and all personal or property related claims and losses accruing to any person or business resulting from or related to the performance of this Agreement, except for those claims and losses caused by the reckless or intentional actions of the District.
- IX. **Independent Contractor.** The relationship between the District and Grantee in the performance of this Agreement will be one of an independent contractor. Neither Grantee nor its agents, employees, or subcontractors will be considered officers, employees, or agents of the District.
- X. **Compliance with Laws.**
- a. The Parties will comply with all local, state, and federal laws in performing their obligations under this Agreement.

- b. Grantee will be responsible for obtaining all permits, licenses, and other approvals necessary to perform the obligations under this Agreement.
- XI. **Assignment.** This Agreement will be binding upon and will be to the benefit of the respective successors, heirs, and assigns of each party. No party may assign its respective rights or obligations under this Agreement without prior written consent of the other party.
- XII. **Amendments.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- XIII. **Severability.** If any provision of this Agreement is determined by any court to be invalid, illegal, or unenforceable to any extent, then that provision will be severed from the rest of the Agreement, and the remainder will be construed as if the invalid, illegal, or unenforceable provision had never been included.
- XIV. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. It integrates all the terms and conditions mentioned herein or incidental thereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
- XV. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement.
- XVI. **Notice.** In the event notice is required to be provided, said notice may be sent by regular mail or electronic mail to the following address:

If to District

Rachel Mason
Chief Executive Officer
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, California 92028
RMason@FallbrookHealth.org

If to Consultant

Amber Berkey, CFRE
Chief Executive Officer
Michelle's Place
41689 Winchester Road, #101
Temecula, CA 92590
amber@michellesplace.org

With courtesy copy to:

Aleks R. Giragosian, Esq.
General Counsel
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, Angeles, CA 91101
AGiragosian@chwlaw.us

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“District”
Fallbrook Regional Health District

“Grantee”
Michelle’s Place

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Signature: _____

Printed: _____

Title: _____

Date: _____

Approved as to form:

Signature: _____

Printed: _____

Title: General Counsel

Date: _____

EXHIBIT A**WORK PLAN**

The District will provide a session sign in sheet that the Grantee will complete for each session. The Grantee will provide biannual reports (January and June) that include: the number of attendees per session, a satisfaction survey provided by the District to be completed by group participants, and an Impact Story that illustrates the benefit that participants receive through their attendance with this group. While a photo of the participant is desired, it is not required. It is understood that the Impact Story and any accompanying photo may be used by the District in our promotional materials. The release for any photo will be acquired by the Grantee.

A. Education Pillar

Michelle's Place Cancer Resource Center shall provide educational programming for individuals and families impacted by cancer, caregivers, and members of the community residing within the Fallbrook Regional Health District service area.

Education activities shall include:

- Educational Seminars and/or Lunch & Learn sessions, offered in-person and/or virtually.
- Seminar topics will address the evolving needs of individuals and families impacted by cancer and may include the following topics:
 - o Cancer 101
 - o Understanding your health and treatment options
 - o Managing physical challenges and discomfort
 - o Strategies for stress relief and emotional well-being
 - o Life after treatment and ongoing support
 - o Resources for caregivers and family

Intended Outcomes:

- Increased health literacy and self-advocacy among participants
- Improved ability to navigate cancer diagnosis, treatment, and survivorship
- Greater awareness of available supportive services

B. Support Pillar

Michelle's Place shall offer structured peer-led support services to address the emotional, social, and behavioral health needs of individuals impacted by cancer.

Support activities shall include:

1. All-Cancers Support Group

- A monthly All-Cancers Support Group
- Open to individuals with any cancer diagnosis and at any stage of treatment or survivorship.
- Facilitated to promote peer connection, coping strategies, and emotional support.

2. Spanish-Language Support Group

- Designed to increase access to culturally and linguistically appropriate cancer support services.
- Facilitation and outreach will be conducted collaboratively to best serve Spanish-speaking residents within the district.

Intended Outcomes:

- Reduced isolation and emotional distress
- Increased access to culturally responsive support services
- Strengthened peer networks within the community

C. Community Partnerships Pillar

Michelle's Place shall continue to strengthen and expand community-based partnerships to enhance service access and holistic support.

Community Partnership activities shall include:

1. Art Therapy Series

- Implementation of a therapeutic art series for individuals impacted by cancer.
- Sessions will focus on emotional expression, stress reduction, and healing through creative practices.
- Programming may be delivered independently or in collaboration with local partners.

2. Fallbrook Nonprofit Partnerships

- Expansion of partnerships with Fallbrook-area nonprofit organizations to:
 - o Co-host educational or supportive programming
 - o Cross-refer participants to essential services
 - o Increase outreach to underserved populations within the District

Intended Outcomes:

- Increased collaboration among community organizations
- Enhanced access to supportive and wellness-based services
- Greater integration of cancer support services within the Fallbrook community

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between the Fallbrook Regional Health District, a California independent special district (“District”), and North County Fire Protection District, a California independent special district (“Grantee”).

RECITALS

- A. Under Health and Safety Code 32121, subdivision (m), the District is authorized “To establish, maintain, and operate, or provide assistance in the operation of, free clinics, diagnostic and testing centers, health education programs, wellness and prevention programs, rehabilitation, aftercare, and any other health care services provider, groups, and organizations that are necessary for the maintenance of good physical and mental health in the communities served by the district”;
- B. The FRHD agrees to participate in a cost share with the NCFPD for the replacement of one ambulance. Total cost of an ambulance varies each year; thus, FRHD has committed to cover up to \$100,000 for the 2026-2027 fiscal year for ambulance purchases and refurbishment. 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. (“Services”);
- C. District desires to support Grantee’s Services through an award of a grant, and Grantee desires to accept a grant in furtherance of the Services subject to this Agreement’s conditions.

AGREEMENT

- I. **Grant.**
- a. District will award Grantee a total of \$100,000, with a single annual payment to be paid upon receiving the receipt of purchase (“Grant”).
 - b. District may reduce, suspend, or terminate the payment or amount of the Grant if Grantee is not meeting the objectives of the Grant or the conditions of this Agreement, as determined in the sole discretion of the District.
 - c. Upon request by the District, Grantee will make available evidence of other sources of funding obtained to provide the Services.
- II. **Services.** The Services provided by Grantee will include the purchase of one ambulance, with the FRHD logo to be placed alongside the NCFPD name on the side of the apparatus. Upon receipt of the apparatus, NCFPD and FRHD will hold a ceremony and photos for the purpose of public relations.
- III. **Term & Termination.** This Agreement will take effect upon the date of the last signature below and remain in effect until:
- a. June 30, 2027;
 - b. District provides 30 days’ written notice of termination for any reason;

- c. Grantee provides District written notice of a breach of a term of this Agreement, and the breach remains uncured for a period of 60 days.
- IV. **Work Plan.** Use of the Grant will be consistent with the goals and objectives outlined in the Work Plan, attached hereto as Exhibit A.
- V. **Monitoring & Evaluation.**
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- VIII. **Indemnity.** Grantee agrees to indemnify, defend, and hold harmless District and its officers, agents, and employees from any and all personal or property related claims and losses accruing to any person or business resulting from or related to the performance of this Agreement, except for those claims and losses caused by the reckless or intentional actions of the District.
- IX. **Independent Contractor.** The relationship between the District and Grantee in the performance of this Agreement will be one of an independent contractor. Neither Grantee nor its agents, employees, or subcontractors will be considered officers, employees, or agents of the District.
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- a. The Parties will comply with all local, state, and federal laws in performing their obligations under this Agreement.
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- XIII. **Severability.** If any provision of this Agreement is determined by any court to be invalid, illegal, or unenforceable to any extent, then that provision will be severed from the rest of the Agreement, and the remainder will be construed as if the invalid, illegal, or unenforceable provision had never been included.
- XIV. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties. It integrates all the terms and conditions mentioned herein or incidental thereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
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- XVI. **Notice.** In the event notice is required to be provided, said notice may be sent by regular mail or electronic mail to the following address:

If to District

Rachel Mason
Chief Executive Officer
Fallbrook Regional Health District
138 S. Brandon Road
Fallbrook, California 92028
RMason@FallbrookHealth.org

If to Consultant

Keith McReynolds
Fire Chief
North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
kmcreynolds@ncfire.org

With courtesy copy to:

Aleks R. Giragosian, Esq.
General Counsel
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Ste. 850
Pasadena, Angeles, CA 91101
AGiragosian@chwlaw.us

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“District”
Fallbrook Regional Health District

“Grantee”
North County Fire Protection District

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Signature: _____

Printed: _____

Title: _____

Date: _____

Approved as to form:

Signature: _____

Printed: _____

Title: General Counsel

Date: _____

EXHIBIT A**WORK PLAN**

Grantee will purchase one ambulance, and place the FRHD logo alongside the NCFPD name on the side of the apparatus. Upon receipt of the apparatus, NCFPD and FRHD will hold a ceremony and take photos for the purpose of public relations. Grantee shall submit to the District an amended work plan if original grant request is not fully funded.