

# HEFFERNAN MEMORIAL



## HEALTHCARE DISTRICT

President  
Rodolfo Valdez  
Vice-President  
Sylvia Bernal  
Treasurer  
Paloma Sanchez  
Secretary  
Raul Urena  
Trustee  
Adriana Armendariz

**601 HEBER AVE.  
CALEXICO, CALIFORNIA 92231**

Executive District  
Manager  
Tomas Virgen

**NOTICE OF REGULAR MEETING  
ON  
Wednesday, January 11, 2023**

General Counsel  
Eduardo Rivera

Board Clerk  
Brenda Ryan

**THE BOARD OF DIRECTORS OF HEFFERNAN MEMORIAL HEALTHCARE DISTRICT  
WILL CONDUCT A  
REGULAR MEETING**

**THE MEETING WILL BEGIN AT  
5:30 P.M  
A T  
THE BOARD'S REGULAR MEETING PLACE  
601 HEBER AVE.  
CALEXICO, CA. 92231**

### AGENDA

**1. CALL TO ORDER**

**2. ROLL CALL-DETERMINATION OF QUORUM**

**3. PLEDGE OF ALLEGIANCE**

**4. CONSIDER APPROVAL OF AGENDA:**

In the case of an emergency, item may be added to the agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage, a crippling disaster, or other activity that severely imperils public health, safety, or both. Also, items that arise after the posting of the agenda may be added by a 2/3 vote of the Board. Items on the agenda may be taken out of sequential order as their priority is determined by the Board of Directors. The Board may take action on any item appearing on the agenda.

**5. PUBLIC COMMENT TIME:**

Public comment time on items not appearing on the agenda will be limited to 3 minutes per person and 15 minutes per subject. The Board may find it necessary to limit total time allowable for all public comment on items not appearing on the agenda at any one meeting to one hour. Persons

desiring longer public comment time and/or action on specific items shall contact the Secretary and request that the item be placed on the agenda for the next regular meeting.

**6. CONSENT CALENDAR:**

Any member of the Board, staff or public may request that items for the Consent Calendar be removed for discussion. Items so removed shall be acted upon separately immediately following approval of items remaining on the Consent Calendar.

- a. Approve minutes for meetings of December 14, 2022.
- b. Approve Treasurer Report.

**7. REPORTS ON MEETING AND EVENTS ATTENDED BY DIRECTORS, AND AUTHORIZATION FOR DIRECTOR ATTENDANCE AT UPCOMING MEETINGS AND EVENTS/DIRECTORS COMMENTS:**

- a. Brief reports by Directors on meetings and event attended. Schedule of upcoming Board meetings and events.

**8. REPORTS BY ALL HMHD COMMITTEES**

**9. COMMENTS BY PROMOTION AND PUBLIC RELATIONS TONY PIMENTEL**

**10. COMMENTS BY EXECUTIVE DISTRICT MANAGER TOMAS VIRGEN**

**11. COMMENTS BY GENERAL COUNSEL EDUARDO RIVERA**

**12. DISCUSSION AND/OR ACTION ITEMS:**

- a. Discussion and/or Action: HMHD Grant Writer/Firm update, review and ratification of signed agreement.
- b. Discussion and/or Action: Review of HMHD letter to Imperial County Board of Supervisors regarding membership for HMHD representative on the Local Health Authority.
  - 1. Discussion on the establishment of an Ad Hoc committee on HMHD representation on the Local Health Authority.
- c. Discussion and/or Action: Report and update on 400 Mary Modernization.
  - 1. Discussion and selection of 400 Mary color scheme for exterior/interior of Urgent Care Clinic building.
- d. Discussion and/or Action: Presentation on requested update of HMHD's strategic plan by LAFCO.
- e. Discussion and/or Action: President's appointment to HMHD standing committees.
- f. Discussion/Presentation on Title 42 and the role of HMHD and its applicability to HMHD's mission statement.
- g. Discussion and/or Action: Setting of date for Brown Act workshop and presentation.

**13. ITEMS FOR FUTURE AGENDAS:**

This item is placed on the agenda to enable the Board to identify and schedule future items for discussion at upcoming Board meetings and/or identify press release opportunities.

**14. ADJOURNMENT:**

- a. Regular Board meetings are held on the second Wednesday of each month.
- b. The next regular meeting of the Board will be held at 5:30 P.M., February 8, 2023.

- c. The agenda package and material related to an agenda item submitted after the packet's distribution to the Board are available for public review in the lobby of the district office during normal business hours

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**POSTING STATEMENT**

A copy of the agenda was posted January 7, 2023, at 601 Heber Avenue, Calexico, California 92231 at 9:35 p.m. Pursuant to CA Government code 54957.5, disclosable public records and writings related to an agenda item distributed to all or a majority of the Board, including such records and written distributed less than 72 hours prior to this meeting are available for public inspection at the District Administrative Office, 601 Heber Avenue, Calexico, CA.

**NOTICE** In compliance with the Americans with Disabilities Act, any individuals requesting special accommodations to attend and/or participate in District Board meetings may contact the District at (760)357-6522. Notifications 48 hours prior to the meeting will enable the District to make reasonable accommodations.

HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

January 05, 2023.

BANKS BALANCE:

CHASE BANK: Operational Acct. 1,883,238.35

CHASE BANK: Platinum checking Acct. 3,327,900.46

TOTAL CHECKING ACCTS: \$ 5,211,138.81

OTHER CURRENT ASSETS:

CALEXICO MEGAPARK,LLC ( PURCHASE LAND-DEPOSIT) \$ 500,000.00

PREPARED By: ROSARIO VIZCARRA

01-05-2023.

Heffernan Memorial Healthcare District  
**Profit & Loss**  
July 1, 2022 through January 5, 2023

	<u>Jul 1, '22 - Jan 5, 23</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4000 · Rev Sharing - County Prop Tax	488,158.25
4010 · Rev Sharing - Pass Thru City	132,264.54
	<hr/>
<b>Total Income</b>	620,422.79
	<hr/>
<b>Gross Profit</b>	620,422.79
<b>Expense</b>	
6010 · Trustee remuneration	15,250.00
6200 · Rent	950.00
6310 · Landscaping	2,055.00
6600 · Legal and professional	15,604.10
6610 · Accounting - Audit	4,500.00
6615 · Accounting - Other	12,635.00
6650 · Administration services	54,082.00
7000 · Marketing	17,300.00
7200 · Office supplies	1,235.98
7201 · Leasing Offices Equipment	970.09
7210 · Janitorial supplies	61.53
7214 · Janitorial Services	2,640.00
7215 · Postage	68.09
7250 · Utilities	
Electricity	1,129.58
Water	2,294.03
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<b>Total 7250 · Utilities</b>	3,423.61
7270 · Telephone	3,163.16
7285 · Grants - By HMHD	464,000.00
7400 · Travel	6,434.82
7410 · Training and education	7,050.00
7420 · Meals	3,129.80
7550 · Promotion	1,522.00
7610 · Dues and subscriptions	5,250.00
8030 · Property tax	9,157.76
8200 · Bank charges	169.90
	<hr/>
<b>Total Expense</b>	630,652.84
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<b>Net Ordinary Income</b>	(10,230.05)
	<hr/>
<b>Net Income</b>	<b>(10,230.05)</b>

## GRANT WRITING SERVICES AGREEMENT

**DATED:** November 18, 2022

**PARTIES:** California Consulting, Inc. (hereinafter the "Consultant"); and  
Heffeman Memorial Health District, (hereinafter the "Client")

### **AGREEMENT:**

The undersigned hereby agree to the following terms and conditions:

**Section 1. Duties of Consultant:** During the term of this Agreement, Consultant shall provide the Client as follows:

- a. Grant research, targeted grant research on projects specifically identified by the client, identification of funding opportunities, and grant writing services at direction of Client;
- b. Offering Client general advice on matters involving funding mechanisms, grants research, identification, and writing; and
- c. Perform post-grant award administration on the grants which are awarded to the Client, including the filing of required documents by the proscribed deadlines set by the awarding entity.

**Section 2. Time for Performance of Duties:** Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

**Section 3. Term of the Agreement:** The effective date of this Agreement is November 19, 2022, and shall continue on a month-to-month basis allowing either party to discuss new terms at any time.

**Section 4. Compensation:** Client shall pay Consultant on an hourly basis as compensation not to exceed 10 hours for Consultant's grant writing services as described in Section 1. Consultant will provide Client with a written invoice. Client agrees to pay invoice within 30 (thirty) days of receipt.

#### **Hourly Rate Schedule:**

Project Manager                      \$150.00 per hour

**Section 5. Expenses:** The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

**Section 6. Relationship:** Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

**Section 7. Confidentiality:** Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

**Section 8. Indemnification:** The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees, attorneys, and contractors and each person who controls Consultant or any of its affiliates from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

**Section 9. Assignment:** This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

**Section 10. No Guaranteed Result:** Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

**Section 11. Prior Agreements:** This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

**Section 12. Governing Law:** This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

**Section 13. Attorney's Fees:** The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

**Section 14. Notices:** All notices will be sent via certified mail or overnight courier to:

Consultant at: California Consulting, Inc.  
214 Main Street, Suite 102  
El Segundo, CA 90245

Client at: Hefferman Memorial Healthcare District  
601 Heber Avenue  
Calexico CA 92231

**Section 15. Termination:** This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

"CONSULTANT"

"CLIENT"

California Consulting, Inc.

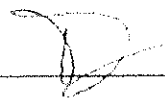
Hefferman Memorial Healthcare District

By



Steven N. Samuelian, CEO

Name:



THOMAS VILGEN

Title:

CEO



# HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

January 11, 2023

Supervisor Jesus Eduardo Escobar  
Board of Supervisors  
940 W. Main Street, Suite 209  
El Centro, CA 92243-2839

DRAFT

RE: FORMAL REQUEST FOR APPOINTMENT OF HEFFERNAN MEMORIAL  
HEALTHCARE DISTRICT REPRESENTATIVE TO THE IMPERIAL COUNTY HEALTH  
AUTHORITY

Dear Supervisor Escobar:

Heffernan Memorial Healthcare District requests appointment of a representative to the Imperial County Health Authority.

Heffernan Memorial Healthcare District is a healthcare district serving the people of the City of Calexico and the healthcare district.

The County of Imperial established the Imperial County Health Authority in December of 2015. The purpose of the health authority is to advise and ensure that qualified residents of Imperial County are provided health care services pursuant to state mandates.

The County of Board of Supervisors established the Health Authority Commission to govern the Imperial County Health Authority. The Commission consists of 13 voting members appointed by the Board of Supervisors.

Heffernan Memorial represents approximately a third of Imperial County's healthcare residents. Since its inception, the Board of Supervisors has not

appointed a representative of Heffernan Memorial to the Health Authority Commission.

Heffernan Memorial Healthcare District requests an appointment be made of a Heffernan Memorial representative to the Imperial County Health Authority Commission by the Board of Supervisors.

Heffernan Memorial requests the Board of Supervisors place on a future Board agenda, the appointment of a Heffernan Memorial Healthcare District representative to the Imperial County Health Authority Commission.

Thank you for your consideration,

Heffernan Memorial Healthcare District.

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Rodolfo Valdez, President HMHD

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Sylvia Bernal, Vice President

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Raul Urena, Secretary

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Paloma Sanchez, Treasurer

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Adriana Armendariz, Board Member