

HEFFERNAN MEMORIAL HEALTHCARE DISTRICT

President

Gloria Grijalva

Vice-President

Norma M. Apodaca

Treasurer

Rodolfo Valdez

Secretary

Raul R. Urena

Trustee

Hector Martinez

601 HEBER AVE.
CALEXICO, CALIFORNIA 92231

NOTICE OF REGULAR MEETING

ON

Wednesday, July 14, 2021

Executive District

Manager

Tomas Virgen

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. 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.

7. REPORTS BY ALL HMHD COMMITTEES

8. COMMENTS BY PROMOTION AND PUBLIC RELATIONS TONY PIMENTEL

9. COMMENTS BY EXECUTIVE DISTRICT MANAGER TOMAS VIRGEN

10. COMMENTS BY GENERAL COUNSEL EDUARDO RIVERA

11. INFORMATION ITEMS:

- a. Presentation: Imperial County Behavioral Health Services: Providing Quality Professional Services to Imperial County individuals. Community based mental health and substance abuse services and treatment.

12. DISCUSSION AND/OR ACTION ITEMS:

- a. Discussion and/or Action: Response to Mr. A. Perrone comments before the HMHD board of directors under public comments (June 23, 2021).
- b. Discussion and/or Action: HMHD Urgent Care update.
- c. Discussion and/or Action: Final approval of Rosa's Plane Food Meals Program.
- d. Discussion and/or Action: Final approval of Vo Neighborhood Medical Clinic.

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 and fourth Wednesday of each month.
- b. The next regular meeting of the Board will be held at 5:30 P.M., July 28, 2021.
- 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

POSTING STATEMENT

A copy of the agenda was posted July 9, 2021 at 601 Heber Avenue, Calexico, California 92231 at 6:35 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.

**AGREEMENT BETWEEN THE HEFFERNAN MEMORIAL HEALTHCARE
DISTRICT AND ROSA’S PLANE FOOD INC.
July 1, 2021 through June 30, 2022**

This Agreement is entered into by and between the Heffernan Memorial Healthcare District, a healthcare district organized under California Health and Safety Code section 32000, (“Heffernan”) and ROSA’S PLANE FOOD INC., (“ROSA’S PLANE FOOD ”), a corporation organized under the laws of the State of California and made effective as of July 1, 2021 under the terms of this Grant Agreement

RECITALS

WHEREAS, Heffernan is desirous of promoting and assisting wellness and prevention programs and to service providers and organizations for the maintenance of good physical and mental health in the communities served by Heffernan, and

WHEREAS, ROSA’S PLANE FOOD is a corporation organized under the laws of the State of California and has established and designed and provides Home Delivered Meals in the City of Calexico and within Heffernan’s district. ROSA’S PLANE FOOD seeks to provide Home Delivered Meals for seniors during the term of this agreement to individuals in Heffernan’s district area at no cost to the recipients.

WHEREAS, ROSA’S PLANE FOOD wishes to provide its services to residents of the Heffernan Memorial Healthcare District:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

ROSA’S PLANE FOOD shall provide the services under the ROSA’S PLANE FOOD grant application submitted for grant funding on June 23, 2021, which is incorporated by reference into this Agreement as though set forth herein, for participants residing within the boundaries of the Heffernan Memorial Healthcare District. The meals will be provided to Calexico (and HMHD) residents who are seniors 60 years or older. This direct financial assistance by Heffernan is to allow the ROSA’S PLANE FOOD program participants to receive the services provided by the ROSA’S PLANE FOOD program free and at no cost.

2. COMPENSATION

Subject to and under the term and provisions of the Agreement, Heffernan agrees to fund the ROSA’S PLANE FOOD program for the mutually agreed upon services, for \$150,000.00 for the program commencing on July 1, 2021 through June 30, 2022, payable in monthly

installments. The Agreement provides that Rosa's Plane Food will provide 75 meals per day delivered 5 times per week at a cost of \$9.00 per meal. All meals served will be approved by a certified nutritionist. The monthly payments will be paid at the end of each month of service upon submittal of an itemized invoice of the services provided during the month. Heffernan's accountant will review each monthly invoice submitted to determine the expenditures are proper and allowable under the Agreement. Heffernan reserves the right to deny any expenditure deemed not compliant with the terms of this Agreement. Activities and programs sponsored by the ROSA'S PLANE FOOD are proper expenditures of these grant funds. Proper accounting practices and procedures shall identify fund expenditures by ROSA'S PLANE FOOD in direct implementation of the program identified in this agreement.

3. RECORDS AND FINANCIAL REPORTS

ROSA'S PLANE FOOD shall provide monthly financial reports about these grant funds and a Profit and Loss financial statement to Heffernan within 30 days of the close of the funding month and 30 days after the funding termination date of this agreement. Upon reasonable and written request by Heffernan, during the term of this agreement, financial information about this allocation and funding shall be reviewed with Heffernan or its designated representative.

4. TERM OF AGREEMENT AND TERMINATION

This agreement shall be effective as of July 1, 2021, and shall automatically terminate on June 30, 2022. Heffernan reserves the right to terminate this agreement by giving ROSA'S PLANE FOOD 30 day notice without cause. In the event either party shall materially breach its obligations under this Agreement and shall fail to correct or cure such breach within ten (ten) days after written notice and demand for cure, then the other party may upon five day written notice, terminate this Agreement.

5. REPORTS

ROSA'S PLANE FOOD shall submit written activity reports, within 30 days of the close of the funding month, to the Heffernan Board. If requested by the Heffernan Board, a presentation to the Heffernan Board relating to services outlined and the activities undertaken as specified in this agreement shall be made. The report shall detail ROSA'S PLANE FOOD services and its activities during the monthly reporting period.

Within thirty days (30) of the close or termination of this Agreement, ROSA'S PLANE FOOD shall submit to Heffernan an expenditure report with a detailed accounting of all expenditures related to services provided for under this Agreement.

6. INDEMNIFICATION

ROSA'S PLANE FOOD agrees to defend and hold Heffernan and all its officers, agents, employees, and representatives harmless against any claims brought for or because of personal injury, including death, claims of breach of confidentiality, or business and property damage, which may arise from the ROSA'S PLANE FOOD willful or negligent acts, errors or omissions under this agreement. ROSA'S PLANE FOOD agrees to defend and indemnify Heffernan and its officers, agents, employees, and representatives from any suits or actions at law or equity for damages caused, or alleged to have been caused, from ROSA'S PLANE FOOD willful or negligent act, errors or omissions.

ROSA'S PLANE FOOD agrees to pay HEFFERNAN's attorney's fees and costs if suit or arbitration is initiated by HEFFERNAN to enforce its rights under this agreement.

7. INSURANCE

ROSA'S PLANE FOOD shall, throughout the duration of the Agreement, maintain comprehensive general liability and property damage insurance covering all operations of ROSA'S PLANE FOOD , its agents and employees, including but not limited to premises and automobile insurance coverage for all vehicles used to deliver meals, with minimum coverage of One Million Dollars (\$1,000,000) combined single limits. The policy shall name Heffernan, inclusive of each of its officers and employees, as an additional insured, and a Certificate of Insurance shall be furnished to Heffernan at 601 Heber Avenue, Calexico, CA 92231. Said policy or policies shall provide thirty-day (30) notice to Heffernan of cancellation or of a material change. ROSA'S PLANE FOOD shall also carry workers compensation insurance in the required statutory amount, evidence of which is to be furnished to Heffernan in a Certificate of Insurance. All such policies shall be in a form satisfactory to Heffernan's General Counsel.

8. INDEPENDENT CONTRACTOR

The parties agree that ROSA'S PLANE FOOD and all of its employees are independent contractors and shall not be deemed an employee or employees of Heffernan, nor shall any representative or employee of the ROSA'S PLANE FOOD represent or imply directly or indirectly that he or she represents or may speak for or bind Heffernan.

9. NOTICES

- (a) Any notice may be served upon either party by delivering it in person, or by depositing it in a U.S. Mail deposit box with the postage thereon prepaid, and addressed to the party at the address set forth below:

Heffernan Memorial Healthcare District
601 Heber Avenue
Calexico, CA 92231

Rosa's Plane Food Inc.
445 S. Fifth Street
Calexico, CA 92231

- (b) Any notice given shall be deemed effective with personal delivery, upon receipt thereof or with mailing, at the moment of deposit in the course of transmission with the United States Postal Service, except for a notice of termination which shall be effective 3 days following deposit with the United States Postal Service.

10. ASSIGNMENT

This is a services contract for unique services. Neither ROSA'S PLANE FOOD nor Heffernan may assign or transfer any rights or obligations arising from this Agreement, or any part thereof, without prior written consent of the other party.

11. AMENDMENTS

This Agreement may be amended only by an instrument in writing duly executed by each party.

12. INTEGRATION

This writing constitutes the entire and complete Agreement between the parties relative to the subject. No party relies upon any warranty or representation, express or implied not specifically set forth herein.

13. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a later breach of the same or any other provision under this Agreement.

14. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and affect.

15. CONTROLLING LAW VENUE

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial.

16. EXECUTION

This Agreement may be executed in several counterparts, each of which shall constitute the same instrument and shall become binding upon the parties when at least one copy shall have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

17. AUTHORITY TO ENTER AGREEMENT

ROSA'S PLANE FOOD has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective party.

18. PROHIBITED INTERESTS

ROSA'S PLANE FOOD maintains and warrants it has not employed nor retained any company or person, other than a bona fide employee working solely for ROSA'S PLANE FOOD, to solicit or secure this Agreement. Further, ROSA'S PLANE FOOD warrants it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for ROSA'S PLANE FOOD, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty Heffernan may rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Heffernan, during the term of his or her service with Heffernan, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from. For the term of this Agreement, no member, officer, or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

19. EQUAL OPPORTUNITY EMPLOYMENT

ROSA'S PLANE FOOD represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertizing, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on

June _____, 2021

Heffernan Memorial Healthcare District

BY: _____

Gloria Grijalva, President, Heffernan Memorial Healthcare District

June _____, 2021

BY: _____

Vivian Sanchez

Rosa's Plane Food Inc.

Attachment of ROSA'S PLANE FOOD 's funding request dated June 23, 2021, is attached hereto and made a part of this Grant Agreement as though fully set forth herein including the Programs Timeline, Costs and Project Description of Services to be provided.

**AGREEMENT BETWEEN THE HEFFERNAN MEMORIAL HEALTHCARE
DISTRICT AND VO NEIGHBORHOOD MEDICAL CLINIC
JULY1, 2021 THROUGH JUNE 30, 2022**

This Agreement is entered into by and between the Heffernan Memorial Healthcare District, a healthcare district organized under California Health and Safety Code section 32000, (“Heffernan”) and VO NEIGHBORHOOD MEDICAL CLINIC, a California non-profit Public Benefit Corporation and made effective as of the date first appearing below (the “Effective Date”) under the terms of this Grant Agreement

RECITALS

WHEREAS, Heffernan is desirous of promoting and assisting wellness and prevention programs and service providers and organizations for the maintenance of good physical and mental health in the communities served by Heffernan, and

WHEREAS, VO NEIGHBORHOOD MEDICAL CLINIC is a nonprofit Public Benefit Corporation organized under the laws of the State of California and will provide to HMHD’s residents of all ages, at risk or suffering from the following conditions (deemed high priority needs):

- a. Urgent Care Services: Mental Health and Mental Wellness Services.
- b. Chronic Conditions Management: Diabetes, Hypertension, Cardiovascular Disease, Coronary Artery Disease, Obesity, Asthma/COPD, Cancer and Covid-19.
- c. Preventive Care Services.
- d. Healthcare Screenings: (HTN, Diabetes, Cancer).
- e. Meal/Nutrition Services.

VO NEIGHBORHOOD MEDICAL CLINIC seeks to implement a medical program for 400 or more patients in Calexico/Heffernan’s district to help the patients improve the health of the District’s most vulnerable population. These services are to be provided by VO NEIGHBORHOOD MEDICAL CLINIC at no charge to the patients.

WHEREAS, the VO NEIGHBORHOOD MEDICAL CLINIC wishes to provide its services to residents of the Heffernan Memorial Healthcare District:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

VO NEIGHBORHOOD MEDICAL CLINIC shall provide the services detailed in the VO NEIGHBORHOOD MEDICAL CLINIC proposal dated 06/17/2021 submittal for grant funding labeled “Heffernan-Vo Medical Service” which is attached hereto as Exhibit A and

incorporated by reference into this Agreement as though set forth herein, for participants residing within the boundaries of the Heffernan Memorial Healthcare District. This direct financial assistance by Heffernan is to allow the VO NEIGHBORHOOD MEDICAL CLINIC program participants to receive the services provided by the VO NEIGHBORHOOD MEDICAL CLINIC Program free of charge.

2. COMPENSATION

Subject to and under the term and provisions of this Agreement, Heffernan agrees to grant VO NEIGHBORHOOD MEDICAL CLINIC the sum of \$150,000.00 to fund the VO NEIGHBORHOOD MEDICAL CLINIC services as detailed in their grant submittal (Exhibit A) commencing on the Effective Date and continuing through June 30, 2022. The total sum will be paid in varying monthly installments, due to VO NEIGHBORHOOD MEDICAL CLINIC at the end of each month after services are provided. The monthly payments will be disbursed to VO NEIGHBORHOOD MEDICAL CLINIC by Heffernan's accountant during the term of this Agreement following submission of a report of actual and proper expenditures under the VO NEIGHBORHOOD MEDICAL CLINIC agreement of services authorized and provided. Services and programs provided by VO NEIGHBORHOOD MEDICAL CLINIC under the VO NEIGHBORHOOD MEDICAL CLINIC agreement are presumed proper expenditures, unless otherwise denied or contested by Heffernan's accountant prior to disbursement. If Heffernan's accountant contests a proposed or actual expenditure as improper, VO NEIGHBORHOOD MEDICAL CLINIC shall have an opportunity to provide additional information or context before Heffernan's accountant's decision is made final.

3. RECORDS AND FINANCIAL REPORTS

VO NEIGHBORHOOD MEDICAL CLINIC shall provide monthly financial reports about these grant funds and a Profit and Loss financial statement to Heffernan within 30 days of the close of the funding month and 30 days after the funding termination date of this agreement. Upon reasonable and written request by Heffernan, during the term of this agreement, financial information about this allocation and funding shall be reviewed with Heffernan or its designated representative.

4. TERM OF AGREEMENT

This agreement shall be effective as of the July 1, 2021, and shall automatically terminate on June 30, 2022 unless otherwise agreed upon in writing.

5. REPORTS

VO NEIGHBORHOOD MEDICAL CLINIC shall submit written activity reports, within 30 days of the close of the funding month, to the Heffernan Board. If requested by the Heffernan Board, a presentation to the Heffernan Board relating to services outlined and the activities undertaken as specified in this agreement shall be made. The report shall detail VO NEIGHBORHOOD MEDICAL CLINIC services and its activities during the monthly reporting period.

Within thirty days (30) of the close or termination of this Agreement, VO NEIGHBORHOOD MEDICAL CLINIC shall submit to Heffernan an expenditure report with a detailed accounting of all expenditures related to services provided for under this Agreement.

6. INDEMNIFICATION

The Parties agree to defend and hold the other Party and all its officers, agents, employees, and representatives harmless against any claims brought for or because of personal injury, including death, claims of breach of confidentiality, or business and property damage, which may arise from the Party's willful or negligent acts, errors or omissions under this Agreement. The Party's agree to defend and indemnify the other Party and its officers, agents, employees, and representatives from any suits or actions at law or equity for damages caused, or alleged to have been caused, from the other Party's willful or negligent act, errors or omissions.

If suit or arbitration is initiated by either party to enforce its rights under this Agreement, the losing party shall pay the prevailing party's attorney's fees and cost.

7. INSURANCE

VO NEIGHBORHOOD MEDICAL CLINIC shall, throughout the duration of the Agreement, maintain professional liability insurance for all VO NEIGHBORHOOD MEDICAL CLINIC physicians and medical personnel providing services under this agreement and such insurance policy shall have minimum coverage limits of not less than one million dollars (\$1,000,000) for any one occurrence and not less than three million dollars (\$3,000,000) in the aggregate for any one (1) year and comprehensive general liability and property damage insurance covering all operations of VO NEIGHBORHOOD MEDICAL CLINIC, its agents, contractors and employees, including but not limited to premises with minimum coverage of One Million Dollars (\$1,000,000.00) combined single limits. Automobile insurance will also be required in the amount of \$100,000/\$300,000.00 and property damage in the amount of \$100,000. The policies shall name Heffernan, inclusive of each of its officers and employees, as an additional insured, and a Certificate of Insurance shall be

furnished to Heffernan at 601 Heber Avenue, Calexico, CA 92231. Said policy or policies shall provide thirty-day (30) notice to Heffernan of cancellation or of a material change. VO NEIGHBORHOOD MEDICAL CLINIC shall also carry workers compensation insurance in the required statutory amount, evidence of which is to be furnished to Heffernan in a Certificate of Insurance. All such policies shall be in a form satisfactory to Heffernan's General Counsel.

8. INDEPENDENT CONTRACTOR

The parties agree that VO NEIGHBORHOOD MEDICAL CLINIC and all representatives and employees thereof are independent contractors and shall not be an employee of Heffernan, nor shall any representative or employee of the VO NEIGHBORHOOD MEDICAL CLINIC represent or imply directly or indirectly that he or she represents or may speak for or bind Heffernan.

9. NOTICES

(a) Any notice may be served upon either party by delivering it in person, or by depositing it in a U.S. Mail deposit box with the postage thereon prepaid, and addressed to the party at the address set forth below:

(b)

Heffernan Memorial Healthcare District
601 Heber Avenue
Calexico, CA 92231

Vo Neighborhood Medical Clinic.
222 E. Cole Blvd.
Calexico, CA 92231

(c) Any notice given shall be deemed effective with personal delivery, upon receipt thereof or with mailing, at the moment of deposit in the course of transmission with the United States Postal Service, except for a notice of termination which shall be effective 3 days following deposit with the United States Postal Service.

10. ASSIGNMENT

This is a services contract for unique services. Neither VO NEIGHBORHOOD MEDICAL CLINIC nor Heffernan may assign or transfer any rights or obligations arising from this Agreement, or any part thereof, without prior written consent of the other party.

11. AMENDMENTS

This Agreement may be amended only by an instrument in writing duly executed by each party.

12. INTEGRATION

This writing constitutes the entire and complete Agreement between the parties relative to the subject. No party relies upon any warranty or representation, express or implied not specifically set forth herein.

13. WAIVER

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a later breach of the same or any other provision under this Agreement.

14. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and affect.

15. CONTROLLING LAW VENUE

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial.

16. MEDIATION

The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties cannot agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS"). Each party shall strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

17. EXECUTION

This Agreement may be executed in several counterparts, each of which shall constitute the same instrument and shall become binding upon the parties when at least one copy shall

have been signed by both parties. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

18. AUTHORITY TO ENTER AGREEMENT

VO NEIGHBORHOOD MEDICAL CLINIC has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective party.

19. PROHIBITED INTERESTS

VO NEIGHBORHOOD MEDICAL CLINIC maintains and warrants it has not employed nor retained any company or person, other than a bona fide employee working solely for VO NEIGHBORHOOD MEDICAL CLINIC, to solicit or secure this Agreement. Further, VO NEIGHBORHOOD MEDICAL CLINIC warrants it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for VO NEIGHBORHOOD MEDICAL CLINIC, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty Heffernan may rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Heffernan, during the term of his or her service with Heffernan, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

20. EQUAL OPPORTUNITY EMPLOYMENT

VO NEIGHBORHOOD MEDICAL CLINIC represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertizing, layoff or termination.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on

June _____, 2021

Heffernan Memorial Healthcare District

BY: _____

Gloria Grijalva, President, Heffernan Memorial Healthcare District

June _____, 2021

BY: _____

Venus Nguyen, President

Vo Neighborhood Medical Clinic.

Attachment of VO NEIGHBORHOOD MEDICAL CLINIC's funding request labeled Heffernan-Vo Medical Service, dated 06/17/2021 is attached and made a part of this Grant Agreement as though set forth herein.