

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, September 06, 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. CLOSED SESSION: (5:30p.m.-6:00p.m.)
 - a. Conference with Legal Counsel-Anticipated Litigation (Gov. Code section 54956.9 (d) (2): one matter.

- b. Appointment, employment, evaluation of performance of Executive Director, Board Secretary, Accountants, Maintenance person, Promotions and Public Relations person and General Counsel. Gov. Code section 54957 (b).

6. 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 the total time allowable for all public comments on items not appearing on the agenda at anyone 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.

7. 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 July 19, 2023 Special Meeting, July 19, 2023 Regular Meeting, July 31, 2023 and August 14, 2023.
- b. Approve Treasurer Report.

8. 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 events attended. Schedule of upcoming Board meetings and events.

9. REPORTS BY ALL HMHD COMMITTEES

10. COMMENTS BY PROMOTION AND PUBLIC RELATIONS TONY PIMENTEL

11. COMMENTS BY EXECUTIVE DISTRICT MANAGER TOMAS VIRGEN

12. COMMENTS BY GENERAL COUNSEL EDUARDO RIVERA

13. DISCUSSION AND/OR ACTION ITEMS:

- a. Discussion and/or Action: Update of HMHD's health: October 28, 2023.
- b. Discussion and/or Action: Approve Sure Helpline Center grant agreement.
 - i. Presentation of Grant to Sure Helpline Center.
- c. Discussion and/or Action: Approve and authorize HMHD donation letter to community business organizations and other agencies.
- d. Discussion and/or Action: Update on HMHD's submittals to LAFCO (SAP/MSA) and other requested information.
- e. Discussion and/or Action: Review of Independent Contractors Agreements.

14. 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.

15. 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., October 11, 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

POSTING STATEMENT

A copy of the agenda was posted September 03, 2023, at 601 Heber Avenue, Calexico, California 92231 at 5:30 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
Profit & Loss
July 1 through September 1, 2023

	<u>Jul 1 - Sep 1, 23</u>
Ordinary Income/Expense	
Expense	
6010 · Trustee remuneration	5,000.00
6200 · Rent	600.00
6310 · Landscaping	550.00
6600 · Legal and professional	3,750.00
6615 · Accounting - Other	3,800.00
6650 · Administration services	16,800.00
7000 · Marketing	4,787.10
7200 · Office supplies	540.54
7201 · Leasing Offices Equipment	273.22
7214 · Janitorial Services	1,080.00
7250 · Utilities	
Electricity	525.11
Water	935.51
Total 7250 · Utilities	<u>1,460.62</u>
7270 · Telephone	797.38
7285 · Grants - By HMHD	8,000.00
7420 · Meals	416.15
Total Expense	<u>47,855.01</u>
Net Ordinary Income	<u>(47,855.01)</u>
Net Income	<u><u>(47,855.01)</u></u>

HEFFERNAN MEMORIAL HEALTHCARE DISTRICT
September 01, 2023.

BANKS BALANCE:

CHASE BANK # 7701 Operational Acct.	512,550.03
CHASE BANK Platinum # 8565 Checking Acct.	<u>2,874,498.23</u>
TOTAL CHECKING ACCTS:	\$ 3,387,048.26

OTHER CURRENT ASSETS:

CALEXICO MEGAPARK,LLC	(PURCHASE LAND-DEPOSIT)	\$ 500,000.00
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PREPARED By: Rosario Vizcarra.

9-01-2023.

6:51 PM
 08/31/23
 Accrual Basis

Heffernan Memorial Healthcare District
Transactions by Account
 As of September 1, 2023

Type	Date	Num	Name	Memo	Amount	Balance
1021 - Chase Bank #7701 Operational						469,820.37
Check	07/01/2023	1418	StaxUP STORAGE	JULY-2023 RENT UNIT 2214	(200.00)	469,620.37
Check	07/01/2023	1417	EDUARDO A RIVERA	JUNE-2023 LEGAL SERVICE	(3,750.00)	465,870.37
Check	07/10/2023	1419	MIA ISABELLA RAMIREZ	CALEXICO HGH SCHOOL-SCHOLARSHIPS- 2023	(1,000.00)	464,870.37
Check	07/10/2023	1420	LITZY AITSLYN ZAMORA	CALEXICO HGH SCHOOL-SCHOLARSHIPS- 2023	(1,000.00)	463,870.37
Check	07/10/2023	1421	JOCELYNNE PADILLA	CALEXICO HGH SCHOOL-SCHOLARSHIPS- 2023	(1,000.00)	462,870.37
Check	07/10/2023	1422	MIA ESMERALDA CASTRO	CALEXICO HGH SCHOOL-SCHOLARSHIPS- 2023	(1,000.00)	461,870.37
Check	07/10/2023	1423	SEBASTIAN ESPINOZA VILLEGAS	CALEXICO HGH SCHOOL-SCHOLARSHIPS- 2023	(1,000.00)	460,870.37
Check	07/10/2023	1424	JOHNIECE ESTELITA PATINO	CALEXICO HGH SCHOOL-SCHOLARSHIPS- 2023	(1,000.00)	459,870.37
Check	07/10/2023	1425	JOHANA E. GARCIA RODRIGUEZ	IVC- SCHOLARSHIPS- 2023	(1,000.00)	458,870.37
Check	07/10/2023	1426	CARINA CORONADO	IMPERIAL VALLEY COLLEGE-SCHOLARSHIPS- 2023	(1,000.00)	457,870.37
Bank char	07/11/2023		CHASE CREDIT CARD	CHASE C/C EXPENSES MAY-JUNE-2023	(723.14)	457,147.23
Check	07/27/2023	1427	SIERRA MATLS TESTING & INSPEC.	INV.1906 TESTING - 400 MARY PROJECT	(1,260.00)	455,887.23
Check	07/27/2023	1428	BUSINESS INDUSTRY EQUIPMENT	INV.18203 RENEWAL MAINT.AGREEMENT LD117 COPIER	(216.93)	455,670.30
Check	08/01/2023	1429	IMPERIAL IRRIGATION DISTRICT	ACCT. 50564831 ELECTRIC BILL 601 HEBER AVE OFICE	(222.14)	455,448.16
Check	08/01/2023	1430	CITY OF CALEXICO - Vendor	ACCT. 38078 & 63295 JUNE-2023 WATER BILL	(434.51)	455,013.65
Check	08/01/2023	1431	SYLVIA BERNAL	JULY--2023 BOARD MEETING ASSIST	(500.00)	454,513.65
Check	08/01/2023	1432	RODOLFO VALDEZ	JULY-2023 BOARD MEETING ASSIST	(500.00)	454,013.65
Check	08/01/2023	1433	PALOMA SANCHEZ	JULY--2023 BOARD MEETING ASSIST	(500.00)	453,513.65
Check	08/01/2023	1434	ADRIANA ARMENDARIZ	JULY-2023 BOARD MEETING ASSIST	(500.00)	453,013.65
Check	08/01/2023	1435	RAUL UREÑA	JULY-2023 BOARD MEETING ASSIST	(500.00)	452,513.65
Check	08/01/2023	1436	MEXUS HEALTHCARE SOLUTIONS,	JULY-2023 DISTRICT.MANAGER SERVICE	(7,350.00)	445,163.65
Check	08/01/2023	1437	BORDERLINE MEDIA, LLC	JULY-2023 BORDERLINE SERVICE	(2,800.00)	442,363.65
Check	08/01/2023	1438	GreatAmerica Financial Services	LEASING -RICOH COPIER MACHINE	(136.61)	442,227.04
Check	08/01/2023	1439	BRENDA RYAN	JULY-2023 BOARD CLERK SERVICES	(1,050.00)	441,177.04
Check	08/01/2023	1440	ROSARIO VIZCARRA	JULY-2023 BOOKKEEPING SERVICE	(1,575.00)	439,602.04
Check	08/01/2023	1441	StaxUP STORAGE	AUGUST-2023 RENT UNIT 2214	(200.00)	439,402.04
Check	08/01/2023	1442	MARIA TAVERA SANTACRUZ	JULY-2023 CLEAN UP SERVICE 601 HEBER OFFICE	(480.00)	438,922.04
Check	08/01/2023	1443	CALIFORNIA CONSULTING, INC	INV. 6091 GRANT WRITING SERVICES	(1,500.00)	437,422.04

6:51 PM
 08/31/23
 Accrual Basis

Heffernan Memorial Healthcare District
Transactions by Account
 As of September 1, 2023

Type	Date	Num	Name	Memo	Amount	Balance	
Check	08/01/2023	1444	ISRAEL PADILLA HERNANDEZ	JULY-2023 LANDSCAPING SERVICE	(250.00)	437,172.04	
Check	08/01/2023	1445	EDUARDO A RIVERA	JULY-2023 LEGAL SERVICE	(2,250.00)	434,922.04	
Check	08/03/2023		CHASE CREDIT CARD	CHASE C/C EXPENSES JUNE-JULY-2023	(536.13)	434,385.91	
Check	08/14/2023	1446	GEORGE MITCHELL BUILDERS INC.	12th ADVANCE 400 MARY REMODELATION	(365,741.28)	68,644.63	
Check	08/14/2023	1447	JOSE M URIBE	INV.6075 BACKFLOW TEST 601 HEBER OFFICE	(50.00)	68,594.63	
Transfer	08/14/2023		CHASE CHECKING ACCT # 8565	Funds Transfer from # 8565 ok Mr.Valdez-P.Sanchez and T.Virgen	1,000,000.00	1,068,594.63	
Check	08/16/2023	1448	GEORGE MITCHELL BUILDERS INC.	13th ADVANCE 400 MARY REMODELATION	(485,180.91)	583,413.72	
Check	08/17/2023	1449	TOMAS VIRGEN	REIMB. INTERNET/PHONE IPAD SERVICE 4/2022-8/12-2023	(677.40)	582,736.32	
Check	08/22/2023	1450	VO NEIGHBORHOOD MEDICAL CLIN	CALEXICO-133 Pts.SCREENED 7/1-2022-6/30/2023	(49,875.00)	532,861.32	
Check	08/22/2023	1451	FRANCISCO AMEZQUITA	INV.7841 JULY-2023 PROFESIONAL SERVICES	(650.00)	532,211.32	
Check	08/22/2023	1452	SANDERS, INC	HMHD-RIGHT OF WAY DOCTS.TO CITY OF CALEXICO	(2,885.00)	529,326.32	
Check	09/01/2023	1453	RODOLFO VALDEZ	AUGIST-2023 BOARD MEETING ASSIST	(500.00)	528,826.32	
Check	09/01/2023	1454	SYLVIA BERNAL	AUGUST-2023 BOARD MEETING ASSIST	(500.00)	528,326.32	
Check	09/01/2023	1455	RAUL UREÑA	AUGUST-2023 BOARD MEETING ASSIST	(500.00)	527,826.32	
Check	09/01/2023	1456	PALOMA SANCHEZ	AUGUST-2023 BOARD MEETING ASSIST	(500.00)	527,326.32	
Check	09/01/2023	1457	ADRIANA ARMENDARIZ	AUGUST-2023 BOARD MEETING ASSIST	(500.00)	526,826.32	
Check	09/01/2023	1458	MEXUS HEALTHCARE SOLUTIONS,	AUGUST-2023 DISTRICT.MANAGER SERVICE	(7,350.00)	519,476.32	
Check	09/01/2023	1459	BORDERLINE MEDIA, LLC	AUGUST-2023 BORDERLINE SERVICE	(1,987.10)	517,489.22	
Check	09/01/2023	1460	BRENDA RYAN	AUGUST-2023 BOARD CLERK SERVICES	(1,050.00)	516,439.22	
Check	09/01/2023	1461	ROSARIO VIZCARRA	AUGUST--2023 BOOKKEEPING SERVICE	(1,575.00)	514,864.22	
Check	09/01/2023	1462	ISRAEL PADILLA HERNANDEZ	AUGUST-2023 LANDSCAPING SERVICE	(300.00)	514,564.22	
Check	09/01/2023	1463	MARIA TAVERA SANTACRUZ	AUGUST--2023 CLEAN UP SERVICE 601 HEBER OFFICE	(600.00)	513,964.22	
Check	09/01/2023	1464	StaxUP STORAGE	SEPT.-2023 RENT UNIT 2214	(200.00)	513,764.22	
Check	09/01/2023	1465	GreatAmerica Financial Services	ACCT. 013-1228273-000 LEASING -RICOH COPIER MACHII	(136.61)	513,627.61	
Check	09/01/2023	1466	IMPERIAL IRRIGATION DISTRICT	ACCT. 50564831 ELECTRIC BILL 601 HEBER AVE OFICE	(302.97)	513,324.64	
Check	09/01/2023	1467	CITY OF CALEXICO - Vendor	ACCT. 38078 & 63295 JULY-2023 WATER BILL	(451.00)	512,873.64	
Check	09/01/2023	1468	ROSARIO VIZCARRA	REIMB.PRINT 500 CHECKS,CHASE OPERATIONAL ACCT.	(323.61)	512,550.03	
					(957,270.34)	1,000,000.00	512,550.03
BALANCE CHECKING ACCT, 7701 9-01-2023							512,550.03

**AGREEMENT BETWEEN THE HEFFERNAN MEMORIAL HEALTHCARE
DISTRICT AND SURE HELPLINE CENTER**

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 Sure Helpline Center, Inc. (“SURE HELPLINE CENTER”) (each a “Party” and collectively the “Parties”) 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 to service providers and organizations for the maintenance of good physical and mental health in the communities served by Heffernan, and

WHEREAS, SURE HELPLINE CENTER is a public nonprofit organized under the laws of the State of California and has established and designed and provides mental health services to improve the quality of life for disadvantaged communities and desires to provide programs in the City of Calexico and within Heffernan’s district boundaries to its residents. SURE HELPLINE CENTER seeks to implement a mental health services program to supplement the medical needs of the community to individuals in Heffernan’s district area.

WHEREAS, the SURE HELPLINE CENTER wishes to provide its services to residents of the Heffernan Memorial Healthcare District:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

SURE HELPLINE CENTER shall provide the services under the SURE HELPLINE CENTER proposal submittal for grant funding labeled “Esperanza Program” 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 SURE HELPLINE CENTER program participants to receive the services provided by SURE HELPLINE CENTER through the establishment of programs to address the unmet mental healthcare services in the District community.

2. COMPENSATION

Subject to and under the term and provisions of, this Agreement, Heffernan agrees to grant SURE HELPLINE CENTER the sum of \$25,000.00 to fund the mental health programs as requested in their 06/15/2023 grant application commencing on the Effective Date and

continuing through June 30, 2024. The total sum will be paid either in (a) authorized request for funds that are approved by Heffernan's Board of Directors or (b) in varying monthly installments after services are provided and an invoice is reviewed and approved by Heffernan, and will be due to SURE HELPLINE CENTER on the first day of each month. The monthly payments will be disbursed to SURE HELPLINE CENTER by Heffernan's accountant during the term of this Agreement following submission of a report of proposed or actual "proper expenditures" under the SURE HELPLINE CENTER grant, per section 3 below (Records and Financial Reports).

Activities and programs sponsored by SURE HELPLINE CENTER are presumed proper expenditures, unless otherwise contested by Heffernan's accountant prior to disbursement. If Heffernan's accountant contests a proposed or actual expenditure as improper, SURE HELPLINE CENTER shall have an opportunity to provide additional information or context before Heffernan's accountant's decision is made final.

3. RECORDS AND FINANCIAL REPORTS

SURE HELPLINE CENTER shall provide monthly financial reports regarding the use of 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 Effective Date, and shall automatically terminate on June 30, 2023 unless otherwise agreed upon in writing.

5. REPORTS

SURE HELPLINE CENTER 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 SURE HELPLINE CENTER services and its activities during the monthly reporting period.

Within thirty days (30) of the close or termination of this Agreement, SURE HELPLINE CENTER 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 costs.

7. INDEPENDENT CONTRACTOR

The parties agree that SURE HELPLINE CENTER is an independent contractor and shall not be an employee of Heffernan, nor shall any representative or employee of the SURE HELPLINE CENTER represent or imply directly or indirectly that he or she represents or may speak for or bind Heffernan.

8. 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

Sure Helpline Center
654 W. Main Street
El Centro, CA 92243

- (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.

9. ASSIGNMENT

This is a services contract for unique services. Neither SURE HELPLINE CENTER 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.

10. AMENDMENTS

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

11. 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.

12. 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.

13. 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.

14. 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.

15. INSURANCE

SURE HELPLINE CENTER shall, throughout the duration of the Agreement, maintain professional liability insurance for all SURE HELPLINE CENTER 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 SURE HELPLINE CENTER, 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. SURE HELPLINE CENTER 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.

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

SURE HELPLINE CENTER 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

SURE HELPLINE CENTER maintains and warrants it has not employed nor retained any company or person, other than a bona fide employee working solely for SURE HELPLINE CENTER, to solicit or secure this Agreement. Further, SURE HELPLINE CENTER warrants it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for SURE HELPLINE CENTER, 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

SURE HELPLINE CENTER 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

September _____, 2023

Heffernan Memorial Healthcare District

BY: _____

Rodolfo Valdez, President, Heffernan Memorial Healthcare District

September _____, 2023

BY: _____

Margaret Sauza, Executive Director
Sure Helpline Center

Attachment of SURE HELPLINE CENTER's funding request labeled Esperanza Program, dated 6/15/2023 is attached and made a part of this Grant Agreement as though set forth herein including the Programs Timeline, Costs and Project Description of Services to be provided.

GRANT APPLICATION COVER PAGE

(For July 1, 2023-June 30, 2024 Submissions)

Legal Name of Organization: Sure Helpline Center

Agency Director: Margaret Sauza

Address: 654 W. Main St, El Centro CA 92243

Phone (&Extension): (760) 352 - 7878

E-Mail Address: msauza1@yahoo.com

Website: www.surehelpline.org

Proposed Project Title: Esperanza Program

Agency Contact Person: Johana Ramirez

Phone (&Extension): (760) 352 - 7878

E-Mail Address: Johanaramirez.surehelpline@gmail.com

Amount of Funds Requested: \$25,000.00

Number of Unduplicated HMHD Residents to be Served: Direct client services for 30 residents and community education for 1,500 attendees.

Ages of Population to be Served: 5 - 64 years

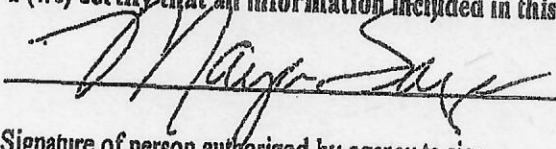
As described as a High Priority Need, this program will assist in addressing the following (check only if applicable):

- Urgent Care Services
- Mental Health and Mental Wellness Services
- Chronic Condition Management (i.e. Hypertension, Cardiovascular Disease, Diabetes, Asthma, Obesity, and Cancer).
- Preventive Care Services
- Healthcare Screening (i.e. HTN, Diabetes, Cancer)

Program Description: (Use an additional page)

Sure Helpline Center (SHC) is promoting the "Esperanza Program" to address unmet mental healthcare services in the community. The Esperanza Program will focus mainly on providing 24-hour crisis intervention, counseling, parenting classes, and community outreach. The target population and service area will be 30 children, youths, adults, and elderly people suffering from domestic violence (DV) and /or sexual assault (SA) and community education for 1,500 attendees in Calexico, CA. The proposed project will help vulnerable victims/survivors become empowered and self-sufficient. In addition, this program will prevent sexual violence and domestic violence by promoting positive individual relationships, community, and social attitudes and behaviors.

I (we) certify that all information included in this application is complete and accurate.



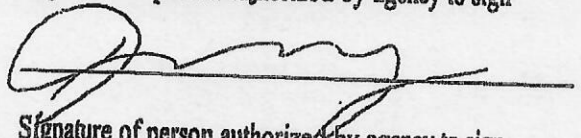
Margaret Sauza / Executive Director

6/15/23

Signature of person authorized by agency to sign

Printed name and title

Date



Johana Ramirez / HR Manager

6/15/2023

Signature of person authorized by agency to sign

Printed name and title

Date

A. Summary

Sure Helpline Center (SHC) is promoting the "**Esperanza Program**" to address unmet mental healthcare services in the community. The Esperanza Program will focus mainly on providing 24-hour crisis intervention, counseling, parenting classes, and community outreach. The target population and service area will be 30 children, youths, adults, and elderly people suffering from domestic violence (DV) and /or sexual assault (SA) and community education for 1,500 attendees in Calexico, CA. The proposed project will help vulnerable victims/survivors become empowered and self-sufficient. In addition, this program will prevent sexual violence and domestic violence by promoting positive individual relationships, community, and social attitudes and behaviors.

The project goals and objectives will address the needs of the Hispanic farmworker victims of SA/DV to receive effective support services. **Goal #1.- Esperanza Program** will raise SA/DV awareness to promote prevention and education to end domestic violence and sexual violence in Calexico, CA. **Goal #2. - Esperanza Program** will provide 12 individual counseling sessions for victims/survivors of SA/DV. The program will provide 12-weekly 50 minutes of individual counseling sessions in-person, via videoconference, and call meeting format. **Goal #3.- Esperanza Program** will provide Parenting classes within a 12-week, educators will teach parents positive skills and strategies to use with and model for children and youths. **Esperanza Program** will promote positive outcomes by emphasizing physical, psychological, emotional safety and enhances well-being by helping victims of SA/DV to meet their needs through the services provided.

B. Agency Capability

1.-For nearly 52 years, Sure Helpline Center (SHC) has experience providing counseling, 24-hour crisis intervention, inclusive advocacy, and referral services to empower sexual violence victims into survivors affected by sexual assault, domestic violence, human trafficking, and child abuse; and promote prevention and education to end sexual and domestic violence in our community. SHC manifests a commitment to initial training and ongoing continuing education of all staff and volunteers to recognize and respond to victims of SA/DV. In addition, SHC's staff and volunteers are available (24 hours a day) to assist victims of sexual violence in navigating multiple systems (advocacy, criminal justice, mental health, and health care). Moreover, SHC has developed and maintained formal working relationships with those providing services specific to SA/DV victims.

2.- SHC has experience in providing services to victims/survivors of DV/SA in Imperial County. Last year, SHC's lead advocates and volunteers assisted over 1430 crisis calls and provided direct services to 87 victims of SA/DV in our community and in detention facilities. Over 1,400 individual Counseling sessions and legal advocacy including case management were provided for survivors for an hour on a weekly basis. In addition, lead advocates provided nearly 11 SART-Exam accompaniment services, and 36 accompaniment services to local legal court hearings were provided in 2022. More than 75 referrals for housing and financial assistance were made during the same year to these local service providers including Imperial County Behavioral Health, WomanHaven, the Mexican Consulate, and Salvation Army. During this year SHC has provided services for the community in Calexico, California such as 17 events of community outreach with 945 attendees, 43 presentations for parents with 427 attendees, and 5 presentations for seniors with 54 attendees. Approximately 90% of victims/survivors have decreased their emotional distress and have had a higher quality of life.

3.- Currently SHC is operating six programs for victims/survivors of DV/SA in all cities in Imperial County, including programs for victims/survivors in detention center facilities. These programs addressed domestic violence, sexual violence, mental health, parenting classes, dating free from violence, drugs, and alcohol for youths, children, adults, and elderly people.

4.- SHC has a long-standing collaboration with first responders' entities such as local law enforcement, hospitals, and other public service providers to assist victims/survivors of sexual assault in Imperial County. The community partnerships are supported by active memorandums of understanding (MOU) between Sure Helpline Center and Imperial County Sheriff's Department, Calexico, Westmorland, Calipatria, Brawley, and El Centro Police Departments, Imperial County District Attorney's Office, WomanHaven, Pioneers Memorial Hospital (SANE Nurse), Food Bank and Victim Witness. Sure Helpline Center works closely with Imperial Valley local agencies to serve DV/SA victims by providing resources that suit their needs in difficult moments in their lives.

5.- Esperanza Program is an established program that will be expanded to HMHD residents in Calexico, CA.

6.- Sure Helpline Center is the only rape crisis center in Imperial County. SHC is a certified Rape Crisis Center providing 24/7 on-call crisis response and victim-centered advocacy and trauma-informed services to non-intimate partner sexual assault victims. Lead advocates provide crisis intervention, counseling, information, referral, and support throughout the recovery process including legal advocacy, accompaniment during the sexual assault response team (SART) exam, and all court-related interviews and hearings. Lead advocates collaborate with survivors to provide support, resources, and guidance in decision-making, and work to ensure their safety. However, WomenHaven is an organization que provides services for victims of domestic violence in Imperial County.

C. Problem Statement/Needs Assessment

1.- Mental and physical health is seriously compromised when individuals are exposed to domestic violence and /or sexual assault such as depression, anxiety, posttraumatic stress disorder, suicidality, and chronic mental illness. Intimate partner violence affects both men and women, but women are more likely to experience severe victimization. The last summary statistical data from the State's Department of Justice shows that from 2019 to 2021, Calexico local law enforcement received 764 domestic violence calls and 16 rape calls for assistance.

According to the National Center on Family Homelessness at American Institutes, Imperial County has the highest percentage of unsheltered homeless families with 51% (23% in LA) which is more than double in our valley in 2020. Imperial County holds a 12.5% unemployment rate, three times more than the national average (edd.gov). Consequently, 23.7% of its population is under the poverty level (census data, 2021). The threat of homelessness is a significant reason for survivors of domestic violence to stay in abusive relationships. Moreover, the COVID-19 pandemic is an alarming rise in domestic violence and intimate partner violence. According to the American Journal of Emergency Medicine, domestic violence cases increased by 25-33 percent globally in 2020. At the local level, domestic violence calls in Imperial County increased by 9.6 percent in 2020 compared to 2019 following the imposition of lockdown orders during the COVID-19 pandemic.

D. Program Services and Performance Plan

1.- Esperanza Program will promote positive outcomes by emphasizing physical, psychological, and emotional safety and enhances well-being by helping victims of SA/DV to meet their needs through the services provided. This project will help vulnerable victims/survivors become empowered and self-sufficient. Also, this program will prevent sexual violence and domestic violence by promoting positive individual relationships, community, and social attitudes and behaviors.

Goal #1.- Esperanza Program will raise SA/DV awareness to promote prevention and education to end domestic violence and sexual violence in Calexico, CA.

SHC will provide community outreach, presentations, and resource tables to increase sexual violence awareness for victims/survivors of DV/SA. Also, SHC will provide outreach material (flyers, brochures, and referral lists) with relevant and updated information about sexual violence.

All administrative tools/resources and awareness material will cite SA/DV definitions, warning signs, effects, and victim rights as well as all agencies' phone numbers, crisis lines' phone numbers, emails, and websites where more relevant information can be found. All awareness materials will be delivered to local community gathering spaces, healthcare practitioners, schools, and first responders such as local police departments and fire stations.

Sure Helpline Center
"Esperanza Program"

Objectives	Goal #1	Outcome
<p><i>Esperanza Program</i> will create, update, and delivery outreach material.</p> <p><i>Esperanza Program</i> will provide community outreach, presentations, and resource tables.</p> <p><i>Esperanza Program</i> will publish SA/DV awareness on social media and web page.</p> <p><i>Esperanza Program</i> will provide SA/DV awareness material (pencil, pens, cups, and sunscreen travel size).</p>	<p>Raise awareness to promote prevention and education to end domestic violence and sexual violence in Calexico, CA.</p>	<p>By the end of the project, June 30, 2024, <i>Esperanza Program</i> will provide will provide awareness on sexual assault and domestic violence to 1,500 attendees in Calexico, CA.</p>

Goal #2. - *Esperanza Program* will provide 12 individual counseling sessions for victims/survivors of SA/DV. The program will provide 12-weekly 50 minutes of individual counseling sessions in-person, via videoconference, and call meeting format. During counseling sessions, lead advocates will provide client-centered, trauma-informed services, culturally sensitive education, emotional support, and validation for victims/survivors who are experiencing DV/SA. In addition, the lead advocates will promote and establish safety planning for an individual or family. Also, lead advocates will provide referral information and community resource lists available with language access to assist victims' needs, including but not limited to: Victim Witness, shelters, therapist providers, medical providers, and financial and childcare assistance.

Sure Helpline Center
"Esperanza Program"

Objectives	Goal #2	Outcome
<p><i>Esperanza Program</i> will publish online and provide outreach material and inform the community about the counseling services available.</p> <p><i>Esperanza Program</i> will commit 0.20 FTE Lead Advocate to provide direct client services.</p> <p><i>Esperanza Program</i> will provide three different types of individual counseling sessions including videoconference, call meeting and in-person.</p> <p><i>Esperanza Program</i> will provide on-site private office space for counseling sessions</p>	<p>To provide 12 individual counseling sessions for victims/survivors of SA/DV.</p>	<p>By the end of the project, June 30, 2024, <i>Esperanza Program</i> will provide will provide individual counseling sessions to 15 victims/survivors of SA/DV in Calexico, CA.</p>

Goal #3.- Esperanza Program will provide Parenting classes within a 12-week, 1 hr. session, educators will teach parents positive skills and strategies to use with and model for children and youths. The parent education program is designed to help parents understand their children's individual needs and development, as well as their own roles and responsibilities, by offering tools and strategies aimed at maximizing positive outcomes for children and families. These classes encourage survivors of domestic violence to heal along with their children. Parenting classes provide advice, strategies, and tools on how to raise young children and youths. Parents come away from classes feeling more confident about and more supported in their parenting decisions.

The program's objective is to teach parents positive skills and strategies to use with and model for children.

Sure Helpline Center
"Esperanza Program"

Objectives	Goal # 3	Outcome
<p><i>Esperanza Program will publish online and provide outreach material to inform the community about the parenting classes.</i></p> <p><i>Esperanza Program will provide Parenting classes within a 12-week, 1 hr session</i></p> <p><i>Esperanza Program will commit 0.20 FTE Educator to provide the classes.</i></p> <p><i>Esperanza Program will provide video conference parenting classes.</i></p> <p><i>Esperanza Program will provide on-site private office space for counseling sessions in Calexico, CA.</i></p>	<p>To increase healthy environments that protect children and youths from violence and enhance their physical and emotional development.</p>	<p>By the end of the project, June 30, 2024, <i>Esperanza Program</i> will provide parenting classes for 15 parents and/or other adults raising young children and youths in Calexico, CA.</p>

2.-The tentative timeline for the implementation of the proposed activities will be completed during the award time and will focus on achieving all the objectives on time as shown on the timeline above.

Sure Helpline Center
"Esperanza Program"

Goal #1 Raise sexual assault and domestic violence awareness.		Timeline
Objective 1	Create, update, and delivery awareness material.	Start by month 2, ongoing services.
Objective 2	Community outreach, presentations, and resource tables.	Start by month 2, ongoing services.
Objective 3	Publish SA/DV awareness on social media and web page.	Starts by month 3, ongoing services.
Objective 4	SA/DV awareness material (pencil, pens, cups, handbands and sunscreen travel size).	Starts on month 4, ongoing services.

Sure Helpline Center
"Esperanza Program"

Goal #2 Provide 12 individual counseling sessions		Timeline
Objective 1	Provide outreach material and inform the community about the counseling services available.	Start by month 2, ongoing services.
Objective 2	Commit 1.0 FTE Lead Advocate to provide direct client services	Start by month 1, ongoing services.
Objective 3	Provide three different type of individual counseling sessions including videoconference, call meeting and in-person.	Start by month 2, ongoing services.
Objective 4	Program provides on-site private office space for counseling sessions	Start by month 1, ongoing services.
Goal #3 Provide Parenting classes		Timeline
Objective 1	Publish online and provide outreach material and inform the community about the parenting classes.	Start by month 1, ongoing services.
Objective 2	Commit 0.20 FTE Educator to provide the classes.	Start by month 1, ongoing services.
Objective 3	Provide video conference parenting classes.	Start by month 1, ongoing services.
Objective 4	Program provides on-site private office space for counseling sessions.	Start by month 1, ongoing services.

- 3.- The data will be measured and collected by the Educator, Community Outreach Coordinator, and Lead advocate will maintain and complete accurate records of clients, community outreach activities, and parenting classes, including date, audience demographics, topic, attendance, and service evaluations. The data will be collected on a Microsoft system.
- 4.-The success of the program will be measured by a **Services Satisfaction Survey and Activity Evaluation** to report on the effectiveness of the program. The project director will monthly monitor and make sure the services provided meet the needs of the community. In addition, the project director will coordinate and ensure the objectives and goals of the program are achieved. At the end of the project, SHC will provide a comprehensive written final report detailing the results of the services, activities, and objectives of the Esperanza Program.
- 5.- The proposed program specifically fulfills the elements of the HMHD mission because promotes better relationships, mental health, and well-being of the community. The proposed project will benefit victims/ survivors of DV/SA by emphasizing physical, psychological, and emotional safety.
- 6.- The eligibility for participation in the program will be through an initial assessment that would include local Calexico residency and Partner violence screen (PVS).
- 7.- SHC will publish and promote the Esperanza Program on its webpage and social media (Facebook, and Instagram). In addition, SHC will provide flyers with the program's information during community outreach activities.
- 8.- There is no equipment solicitation for this project.
- 9.- SHC has an active Memorandum of Understanding (MOU) with WomanHaven agreeing to provide services for victims of domestic violence in Imperial County.

**HEFFERNAN MEMORIAL
HEALTHCARE DISTRICT**
"Working for a Healthy Calumet"

HMHD GRANT PROJECT BUDGET FORM FY 2023-2024

Agency Name: Sure Helpline Center

Date: 06/15/2023

PERSONNEL	HMHD District Funding \$	Other Funding Available to Project \$	Total Project Budget \$	Notes: Additional information
Salaries- List Position(s)				
1.-				
2.-				
3.-				
4.-				
5.-				
6.-				
Payroll Taxes and Benefits *				
Consultant Fees *				
TOTAL PERSONNEL				

Other Expenses	HMHD Funding \$	Other Funding Available to Project \$	Total Project Budget \$	Notes: Additional information
1 - Rent				
2 - Utilities				
3 - Insurance				
Miscellaneous- List				
4 - Counseling Session	\$9,900.00		\$9,900.00	
5 - Outreach activity	\$4,620.00	\$4,000.00	\$8,620.00	
6 - Parenting Classes	\$6,480.00	\$6,000.00	\$12,480.00	
7 - Supplies (awareness material)	\$2,500.00	\$1,000.00	\$3,500.00	
8 - Mileage	\$1,500.00		\$1,500.00	
9 -				
10 -				
TOTAL OTHERS	\$25,000.00	\$11,000.00		

TOTAL GRANT EXPENSES	\$25,000.00	\$11,000.00	\$36,000.00	
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*Specify details/information.

DRAFT

FOR BOARD REVIEW AND CONSIDERATION

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 1st day of July 2023

BETWEEN:

<p>CLIENT</p> <p>Heffernan Memorial Healthcare District</p> <p>601 Heber Ave, Calexico, CA 92231, USA</p> <p>(the "Client")</p>	<p>CONTRACTOR</p> <p>(the "Contractor")</p>
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BACKGROUND

- A.** The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B.** The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):

SERVICES TO BE DESCRIBED

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until June 30, 2024 or terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
5. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
6. This Agreement may be terminated at any time by mutual agreement of the Parties.
7. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

COMPENSATION AND HOLIDAYS

9. The Contractor will charge the Client for the Services at the rate of \$____.00 per month (the "Compensation").
10. The Client will be invoiced every month.
11. Invoices submitted by the Contractor to the Client are due within seven days of receipt.
12. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.
13. The following holidays will be observed by the Client and the Contractor:

New Year's Day, Martin Luther King, Jr., President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday and Christmas.

CONFIDENTIALITY

- 14.** Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 15.** The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 16.** All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- 17.** The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

- 18.** Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

- 19.** In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible

for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NOTICE

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Heffernan Memorial Healthcare District
601 Heber Ave, Calexico, CA 92231, USA

b. _____
Calexico, CA 92231, USA

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

CONFLICT OF INTEREST

22. The Contractor affirms that neither the Contractor, nor its affiliates or their employees, has, shall have, or shall acquire any contractual, financial, business or other interest, direct or indirect that would conflict in any manner with the Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Contractor shall not contract, do business or otherwise have any other contractual, financial, business or other interest with any individual, business entity, organization that does business with the Client or is a recipient of any grant funding from the Client. Any such

involvement is deemed a conflict of interest and is grounds for termination of the Independent Contractor agreement by the Client.

MODIFICATION OF AGREEMENT

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

24. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

TITLES/HEADINGS

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

28. This Agreement will be governed by and construed in accordance with the laws of the State of California.

SEVERABILITY

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of July, 2019.

Heffernan Memorial Healthcare District

_____, Board President

_____, Independent Contractor